

RICHLAND COUNTY
SPECIAL CALLED MEETING
AGENDA

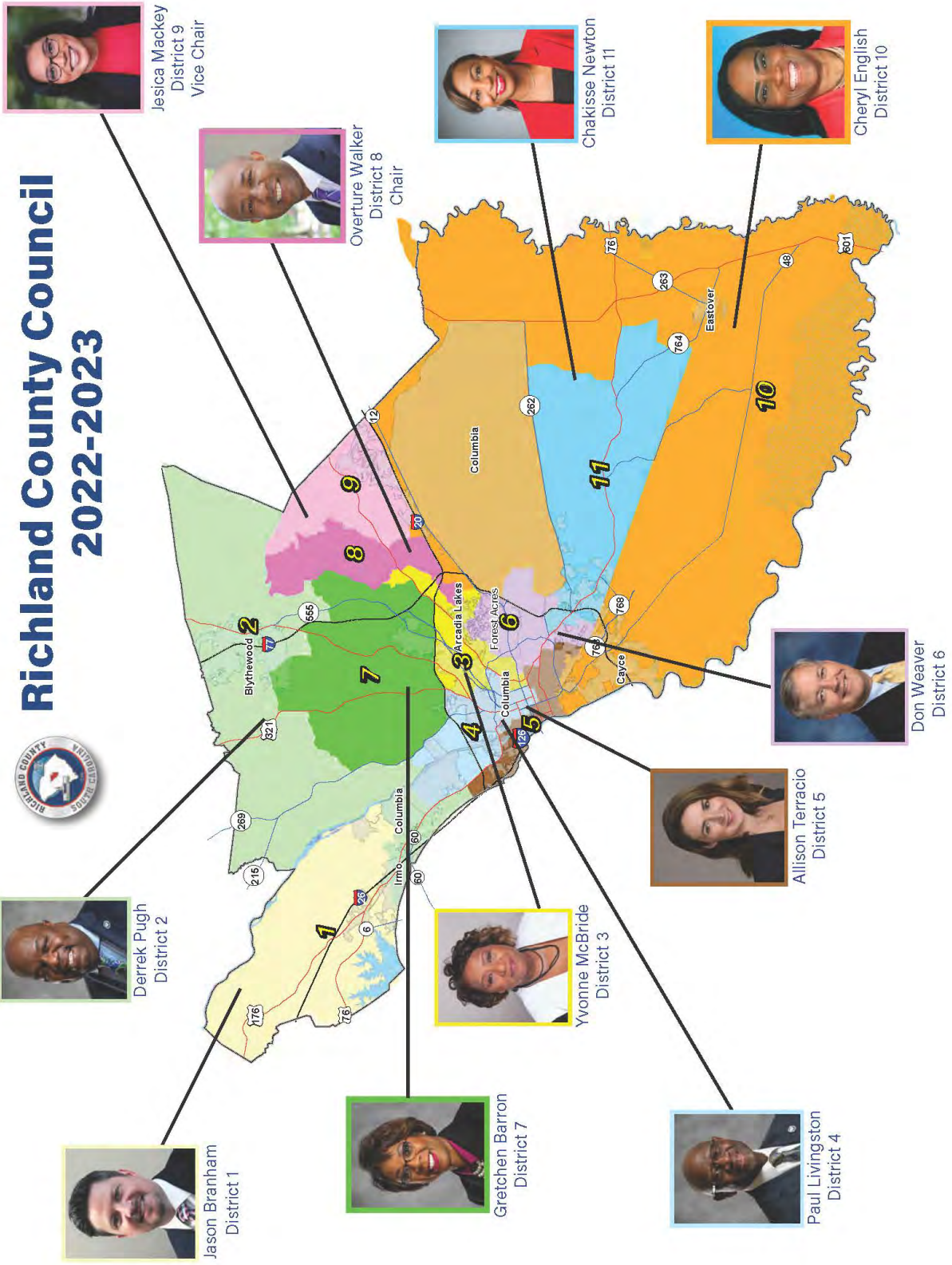


TUESDAY JUNE 13, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2022-2023





**Richland County
Special Called Meeting**

AGENDA

June 13, 2023 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

- 1. CALL TO ORDER**

The Honorable Overture Walker

 - a. Roll Call**
- 2. INVOCATION**

The Honorable Chakisse Newton
- 3. PLEDGE OF ALLEGIANCE**

The Honorable Chakisse Newton
- 4. PRESENTATION OF RESOLUTION**
 - a. A Resolution Recognizing David A. Adams - Richland County Treasurer**

The Honorable Jason Branham
The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Overture Walker
The Honorable Jesica Mackey
The Honorable Cheryl English
The Honorable Chakisse Newton
- 5. PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing Hopkins Middle School Football Team**

The Honorable Overture Walker
The Honorable Jason Branham
The Honorable Cheryl English
 - b. A Proclamation Recognizing Ridgeview High School Girls' Track Team**

The Honorable Overture Walker
The Honorable Jesica Mackey
 - c. A Proclamation Recognizing Dreher High School Boys' Track Team**

The Honorable Don Weaver
The Honorable Allison Terracio
 - d. A Proclamation Recognizing June as LGBTQ+ Pride Month in Richland County**

The Honorable Allison Terracio
The Honorable Derrek Pugh
The Honorable Chakisse Newton
 - e. A Proclamation Recognizing June 19-23, 2023, as "Columbia Fashion Week"**

The Honorable Jesica Mackey
 - f. A Proclamation supporting the SC American Revolution Sestercentennial Commission and recognizing and approving the Richland County 250 Committee**

The Honorable Don Weaver

6. **APPROVAL OF MINUTES** The Honorable Overture Walker
- a. Regular Session: June 6, 2023 [\[PAGES 10-22\]](#)
7. **ADOPTION OF AGENDA** The Honorable Overture Walker
8. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney
- After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*
- a. Curbside Collection Area 5A - Assignment
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. Administrator's Nomination:
1. Curbside Collection Area 5A - Assignment
12. **REPORT OF THE CLERK OF COUNCIL** Anette Kirylo,
Clerk to Council
- a. 2024 Council Strategic Planning Forum
13. **REPORT OF THE CHAIR** The Honorable Overture Walker
14. **OPEN / CLOSE PUBLIC HEARINGS** The Honorable Overture Walker
- a. Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters

15. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I [SECOND READING] [PAGES 23-106]

16. THIRD READING ITEMS

The Honorable Overture Walker

- a. Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters [PAGES 107-120]

17. SECOND READING ITEMS

The Honorable Overture Walker

- a. An Ordinance Authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County TMS#14103-02-20A [PAGES 121-122]
- 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 Project Main View; and other related matters [PAGES 123-147]
- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language" [PAGES 148-159]

18. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Foundation; identifying the project; and other matters related thereto [PAGES 160-161]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Foundation to provide for payment of a fee-in-lieu of taxes; authorizing

19. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF VACANCIES [PAGE 195]

1. Accommodations Tax Committee – Four (4) Vacancies (ONE applicant must have a background in the lodging industry, TWO applicants must have a background in the hospitality industry, and ONE applicant must have a cultural background)
2. Board of Zoning Appeals – One (1) Vacancy
3. Building Codes Board of Appeals – Eight (8) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Building Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from Fire Industry as alternates)
4. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry and TWO applicants must be CPAs)
5. Central Midlands Council of Governments – One (1) Vacancy
6. Hospitality Tax Committee – Three (3) Vacancies (TWO applicants must be from the Restaurant Industry)
7. Midlands Workforce Development Board – One (1) Vacancy (Applicant must be from the Private Sector)
8. Planning Commission – Two (2) Vacancies
9. Richland Library Board - Three (3) Vacancies
10. Transportation Penny Advisory Committee (TPAC) – Four (4) Vacancies

b. NOTIFICATION OF APPOINTMENTS

Airport Commission - 1

1. Charles Flowers
2. John Washington
3. Brianna Barrineau

4. Edward Frazier
5. George Johnson
6. Kendrick Gilliam

Board of Zoning Appeals - 2

1. Anette Nelson

Community Relations Council - 1

1. Stephany Reid-McKnight
2. Sheila Harris
3. T. Todd Simon
4. Chequita Jones
5. Carlotta Stackhouse
6. Christopher Clay
7. Mark Talbert
8. Donna Mack
9. Cor'Deija Horne

Employee Grievance Committee -1

1. Deborah Moore
2. Antonio Manigault
3. Washava Moye

Transportation Penny Advisory Committee - 4

1. Judith Holliday

20. OTHER ITEMS

The Honorable Overture Walker

- a. FY23 - District 7 Hospitality Tax Allocations
[PAGES 196-197]

1. Columbia Museum of Art - \$10,000

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 Jason Branham

- a. I move that Council approve the Modification of Covenants, pursuant to the Declaration of Restrictive Covenants (both attached), so as to allow for the proper and legal subdivision of the subject property. This issue has already been vetted by Legal and Development Services. **[PAGES 198-202]**

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 County Council
REGULAR SESSION
MINUTES

June 6, 2023 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jessica Mackey, Vice-Chair; Derrek Pugh, Jason Branham, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Cheryl English, and Chakisse Newton (via Zoom)

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Dale Welch, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Jeff Ruble, Ashiya Myers, Chelsea Bennett, Lori Thomas, Michael Maloney, Crayman Harvey, John Thompson, Abhijit Deshpande, Michael Byrd, Todd Money, Sandra Haynes, Stacey Hamm, Cheryl Johnson, Brittney Hoyle-Terry, Matthew Drawdy, Christa Sheehan, Crayman Harvey, Zachary Cavanaugh, Judy Carter, Ojetta O'Bryant, Jennifer Wladischkin, Quinton Epps, Chanda Cooper, John Ansell, Darlene Gathers, Dale Welch, Dante Roberts, and Shirani Fuller

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.

Mr. Walker noted that Ms. Newton was out of town on business and would be joining the meeting via Zoom.

2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Cheryl English.

Mr. Pugh moved to amend the agenda to add a proclamation recognizing the Blythewood High School Girls' Track Team, seconded by Ms. Terracio.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

4. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation recognizing June as National Safety Month – Ms. Mackey presented a proclamation recognizing June as National Safety Month.
- b. A Proclamation recognizing Harvest Hope Food Bank and Declaring June as National Hunger Awareness Month – Ms. Mackey presented a proclamation recognizing Harvest Hope Food Bank and declaring June as National Hunger Awareness Month.
- c. A Proclamation recognizing County Environmental Education Analyst Chanda Cooper – Mr. Aric Jensen, Assistant County Attorney, presented a proclamation recognizing County Environmental Education Analyst Chanda Cooper.
- d. A Proclamation recognizing Westwood High School Girls' and Field Team – Ms. Chelsea Bennett, Communications/Public Information Deputy Director, read the proclamation recognizing Westwood High School's Girls' and Field Team into the record.
- e. A Proclamation recognizing Blythewood High School Girls' Track Team – Ms. Bennett read the proclamation recognizing Blythewood High School Girls' Track Team into the record.

5. **APPROVAL OF MINUTES**

- a. FY23-24 Budget Public Hearing: May 11, 2023 – Mr. Pugh moved to approve the minutes as distributed, seconded by Mr. Weaver.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Council Regular Session
Minutes of June 6, 2023

-1-

- b. Regular Session: May 16, 2023 – Ms. Terracio moved to approve the minutes as distributed, seconded by Mr. Pugh.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.
- c. Zoning Public Hearing: May 23, 2023 – Ms. McBride moved to approve the minutes as distributed, seconded by Ms. Barron.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.
- d. Special Called Meeting – FY23-24 Budget – 2nd Reading: May 25, 2023 – Mr. Pugh moved to approve the minutes as distributed, seconded by Ms. Terracio.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Walker recognized that Richland One School District Board Commissioners Cheryl Harris, Angela, and Richland One School District Superintendent Craig Witherspoon were in the audience.

- 6. **ADOPTION OF AGENDA** – Ms. Barron moved to adopt the agenda as amended, seconded by Ms. Terracio.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.
- 7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Mr. Patrick Wright, County Attorney, indicated the following item qualifies for Executive Session under South Carolina Code section 30-4-70:
 - a. Allen University Property Purchase – 1741 Cushman Drive, Columbia, SC 29203
 - b. Solid Waste & Recycling Division – Ballentine Property Purchase

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:34 PM
and came out at approximately 6:49 PM***

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Mr. Walker indicated no action was taken in Executive Session.

POINT OF PERSONAL PRIVILEGE – Mr. Walker recognized that the Auditor, Pau Brawley, was in the audience.

- 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. Ms. Charlene Meetze, 132 Charlie Griner Road, Irmo, SC 29063 – Renaming of Road

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Harvest Hope Food Drive – Mr. Leonardo Brown, County Administrator, mentioned the County is working with Harvest Hope Food Bank on a food drive. Between June 1-28, 2023, individuals can drop off non-perishable items at the following locations:

1. 2500 Decker Boulevard
2. 2020 Hampton Street
3. 400 Powell Road
4. 7525 Broad River Road
5. 1700 Main Street

At the end of the food drive, Harvest Hope will host their mobile food market to distribute fresh produce to the community on June 28th at the Columbia Place Mall – Sears Parking Lot from 9:00 – 11:00 AM. The County will be partnering with Harvest Hope on this endeavor.

- b. Elections and Voter Registration Office – Mr. Brown indicated the County has been working with the Elections and Voter Registration Office for a couple of years to address their concerns regarding their services, warehouse, and equipment. The new director has reached out and would like to continue addressing the concerns. He noted individuals sometimes believe County Council has jurisdiction over the office and are unaware that you do not. The Richland County Delegation appoints members to the board, and the board employs a director that oversees the local office.

Mr. Walker inquired where we are with assisting Elections and Voter Registration concerning the storage of the voting machines.

Mr. Brown replied one of the things we committed to was providing a long-term solution. We consistently communicated the Columbia Place Mall could offer a solution and are addressing the facility for that purpose. In the meantime, there was a communication and request for the office to let us know what they needed and provide us with a budgetary consideration, which would be presented to Council during the budget process.

Mr. Walker inquired if the staff had received a budget request.

Mr. Brown responded they did not receive anything through the budget process. They did receive a follow-up indicating they would like to move forward.

Mr. Walker inquired if we take action on the budget tonight, and we do not have an official ask for dollars to store these machines; where does that leave us on July 1, 2023?

Mr. Brown stated this means we have to find ways to be flexible. There was some information proposed recently that may be doable. He noted they have a meeting scheduled for later this week. He acknowledged it might not affect a budgetary decision for FY23-24.

Ms. Mackey moved to direct the County Administrator to work with the Elections and Voter Registration Office to resolve this issue as soon as possible, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

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

- a. June 13, 2023: Special Called Meeting – Ms. Anette Kirylo, Clerk to Council, reminded Council and the public that the next Council meeting would be June 13, 2023.

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

13. **APPROVAL OF CONSENT ITEMS**

- a. Department of Public Work – Engineering Division – Carolina Crossroads – Center Point Rd. Right-of-Way
- b. Department of Public Works – Engineering Division – Lake Dogwood Circle S. Right-of-Way
- c. Office of Procurement & Contracting – County-wide Contract Award for RC-568-P-23; Printing, Mailing and Post Services
- d. Utilities – Transfer of Deeds – Arthurtown/Little Camden/Taylors Sanitary Sewer [FIRST READING]
- e. Utilities – Exceeding Purchase Order Limits
- f. Department of Public Works – Solid Waste & Recycling Division – Collection Area 5B Contract Renewal

g. Department of Public Works – Solid Waste & Recycling Division – Collection Area 7 Contract Renewal

Ms. Mackey moved to approve the Consent Items, seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider the Consent Items, seconded by Ms. Mackey.

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

The motion for reconsideration failed.

14. **THIRD READING ITEM**

- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2024) for Richland County, South Carolina for Fiscal Year beginning July 1, 2023 and ending June 30, 2024. So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2023 and ending June 30, 2024 – Mr. Weaver moved to approve this item, Ms. Terracio.

Mr. Livingston inquired if a Councilmember wished to address a specific item on the motions list and if this would be the time to do so.

Mr. Walker inquired how we address items on the motions list without them coming across as disjointed.

Mr. Wright responded a Councilmember would have to make a specific motion regarding the issue they would like to address on the motions list.

Ms. Lori Thomas, Assistant County Administrator, suggested approving groups of items on the motions list. If there is one, in particular, a Councilmember would like to discuss; they could pull that item out.

Mr. Weaver withdrew his motion.

MILLAGE AGENCIES

1. ***Richland County Recreation Commission (Recommended: \$16,455,543)***
2. ***Columbia Area Mental Health (Recommended: \$2,714,000)***
3. ***Public Library (Recommended: \$32,311,229)***
4. ***Riverbanks Zoo and Gardens (Recommended: \$2,706,000)***
5. ***Midlands Technical College – Operating (Recommended: \$7,228,763)***

Mr. Livingston moved to approve Midlands Technical College – Operating at the requested amount of \$7,503,630, seconded by Ms. McBride.

Mr. Paul Brawley, County Auditor, stated the anticipated tax increase would be \$0.80 on a \$100,000 owner-occupied home, \$1.20 on a non-owner-occupied home, and \$0.24 on a \$20,000 vehicle.

Ms. Barron stated for the record she fully supports Midlands Technical College, but she does not support raising taxes. She inquired about the total impact on a household with regard to the budget.

Mr. Brawley responded, based on what was approved at 2nd Reading, there would be a \$4.40 tax increase on a \$100,000 owner-occupied home, a \$6.60 tax increase on a \$100,000 non-owner-occupied home, and a \$1.32 increase on a \$20,000 vehicle.

In Favor: Pugh, McBride, Livingston, Terracio, Weaver, Walker, Mackey, and English

Opposed: Branham and Barron

Absent: Newton (technical issues)

The vote was in favor.

***Ms. Newton became disconnected at 7:07 PM.*

6. ***Midlands Technical College – Capital (Recommended: \$3,926,731)***
7. ***School District One (Recommended: \$254,990,675)***

Ms. McBride noted that School District One is \$6.6M short if not funded at the cap.

Mr. Brawley stated if Council were to fund School District One at the cap, the impact would be as follows: \$0.00 for an owner-occupied, \$129.60 for a non-owner-occupied home, and \$25.92 for a \$20,000 vehicle.

Ms. Barron requested Administration to look at the budget process differently so we can get the funds into the hands who need it without negatively impacting people's homes financially.

Mr. Weaver requested the millage agency staff to communicate better with Council on these requests. We are obtaining information at the last minute. He noted the millage agency would improve their odds of having their needs and wants met if there was more communication.

Mr. Livingston inquired about the midpoint between the no mill and the requested amount.

Mr. Abhijit Deshpande, Budget Director, stated it would be \$258,342,000.

Mr. Livingston made a substitute motion to fund School District One at \$258,342,000, seconded by Mr. Pugh.

Mr. Brawley stated the impact of the substitute motion would be a tax increase of \$30 for a \$100,000 owner-occupied home and \$6 for a \$20,000 vehicle.

Mr. Walker expressed that he shares Ms. McBride's sentiments about millage agencies, especially when it comes to public education and School District One. He noted he has had candid conversations with School Board Commissioners, and he does not doubt the sincerity of the request. It is his understanding the reason the request has been made is because there have been some mandates from the State. He stated his "no" vote on this item is not a "no" vote against the School District. He challenged the General Assembly to make up the difference created by the unfunded mandates.

In Favor: Pugh, McBride, Livingston, and English

Opposed: Branham, Terracio, Weaver, Barron, Walker, and Mackey

Absent: Newton (technical issues)

The substitute motion failed.

8. ***School District Two (Recommended: \$181,576,392)***

GRANTS

9. ***Accommodations Tax (Approve A-Tax revenue projections; \$600,000)***
10. ***Accommodations Tax (Approve A-Tax use of fund balance; \$166,667)***
11. ***Accommodations Tax (Approve A-Tax transfer out; \$25,000)***
12. ***Accommodations Tax (Approve A-Tax committee recommendations; \$741,667)***
13. ***Hospitality Tax (Approve H-Tax revenue projects; \$8,400,000)***
14. ***Hospitality Tax (Approve H-Tax use of fund balance; \$1,098,713)***
15. ***Hospitality Tax (Approve H-Tax transfer out; \$4,988,713)***
16. ***Hospitality Tax (Approve H-Tax committee recommendations; \$500,000)***
17. ***Hospitality Tax (Approve H-Tax reserve for contingency; \$150,000)***
18. ***Hospitality Tax (Approve H-Tax Council discretionary; \$82,425 for each Council District; \$906,675)***
19. ***Hospitality Tax (Approve funding for Columbia Museum of Art at requested amount; Requested: \$850,000; Recommended: \$850,000)***
20. ***Hospitality Tax (Approve funding for Historic Columbia Foundation at the requested amount; Requested: \$622,500; Committee awarded: \$8,900; Recommended: \$613,000)***
21. ***Hospitality Tax (Approve funding for EdVenture at the requested amount; Requested: \$575,000; Committee awarded: \$11,000; Recommended: \$564,000)***
22. ***Hospitality Tax (Approve funding for Township Auditorium Foundation; \$415,000)***
23. ***Hospitality Tax (Approve funding to Richland County Facilities and Ground Maintenance Division to provide Township Auditorium's ground maintenance; \$700,000)***
24. ***Hospitality Tax – Special Promotions (Approve funding for Capital City Lake Murray Country; Requested: \$150,000; Committee awarded: \$25,400; Recommended: \$124,600)***
25. ***Hospitality Tax – Special Promotions (Approve funding for Columbia Metro Convention & Visitors Bureau; Requested: \$275,000; Committee awarded: \$33,000; Recommended: \$242,000)***
26. ***Hospitality Tax – Special Promotions (Approve funding for Columbia International Festival; Requested: \$235,000; Committee awarded: \$17,200; Recommended: \$217,800)***
27. ***Hospitality Tax – Tier 3 (Approve funding for South East Rural Community Outreach [SERCO]; Requested: \$90,000; Committee awarded: \$11,333; Recommended: \$78,667)***

28. *Hospitality Tax - Tier 3 (Approve carryover of any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY 2024 budget)*
29. *Hospitality Tax - Tier 3 (Approve carryover of any unexpended funds from the Historical Corridor to FY 2024 budget)*
30. *Hospitality Tax (Approve funding to the Lower Richland Sweet Potato Festival for their annual festival in FY 2024; Committee Awarded: \$15,800; Recommended: \$44,200)*
31. *Hospitality Tax (Approve carrying over any unexpended hospitality funds from each Councilmember District to FY 2024 budget)*
32. *Hospitality Tax (Adjust and approve H-Tax use of fund balance as necessary; this will override motion #14; 2nd Reading Amount: \$1,365,255)*
33. *Neighborhood Redevelopment (Approve Neighborhood Improvement Grant Recommendations: \$79,140)*
34. *Conservation Commission (Approve Conservation Commission Grant Recommendations: \$178,490)*
35. *Various Grant Funded Depts. (Approve department requests that are applying for external grants in FY 2024, required matching of County funds, and grant-funded positions; \$61,550,774)*

GENERAL FUND

36. *County-wide Departments (Approve Projected General Fund Revenue as presented in the FY2024 Recommended Budget Book; \$202,132,831)*
37. *County-wide Departments (Approve General Fund Transfers in from H-Tax and A-Tax Funds as presented in the FY 2024 Recommended Budget Book; \$3,525,000)*
38. *County-wide Departments (Approve Projected Use of General Fund Balance to support overall General Fund expenditure as presented in the FY 2024 Recommended Budget Book; \$5,474,226)*
39. *County-wide Departments (Approve Use of ARPA funds to support General Fund expenditure; \$7,000,000)*
40. *Business Service Center (Approve refining and redesigning the Business License Fee schedule as presented by Richland County's Business License Center)*
41. *Building Inspections Department (Approve review and renewal of Building Permit fees as presented by Richland County's Building Inspections Department)*
42. *County-wide Departments (Approve 4% pay raise for Richland County's full-time employees to be implemented in August 2023 [General Funded Positions]; \$4,405,808)*
43. *County-wide Departments (Approve 4% pay raise for Richland County's full-time employees to be implemented in August 2023 [Other Funded Positions]; \$1,152,155)*
44. *Countywide Departments (Approve funding for implementation of wage adjustment plan to be approved by the Council at a later date. This is the partial funding for FY24; \$5,594,192)*
45. *Administration (Approve and direct County Administrator to undertake a study to determine a cost overhead model to allocate certain shared general governmental functions costs to Enterprise Funds)*
46. *County-wide Departments (Approve General Fund Overall Personnel, Operating and Capital Expenditures as presented in the FY 2024 Recommended Budget Book; \$194,203,021)*
47. *Transfer Out (Approve General Fund Operating Transfers Out as presented in the FY 2024 Recommended Budget Book; 9,465,912)*
48. *Non-Departmental (Approve funding for affordable housing initiatives; \$4,000,000)*
49. *County-wide Departments (Approve General Fund New Positions as presented in the FY 2024 Recommended Budget Book; \$463,124)*
50. *County-wide Departments (Approve Other Fund New Positions as presented in the FY 2024 Recommended Budget Book; \$636,163)*
51. *Non-Departmental (Approve funding the Central Midlands COG for FY 2024; \$219,917)*
52. *Non-Departmental (Approve funding the City Center Partnership for FY 2024; \$50,000)*
53. *Non-Departmental (Approve funding LRADAC for FY 2024; \$600,000)*
54. *Community Impact Grants (Approve funding for the Community Impact Grant Committee recommendations; \$1,780,000)*
- 61-A. *Approve \$464,000 to raise pay for Sheriff's Deputy, Master Deputy, Corporal, and Sergeant towards the direction of having a minimum starting salary of \$50,000*

Ms. Mackey noted we are at the maximum percentage for our fund balance. If we go over by using additional funds, our credit rating will be at risk, potentially affecting our borrowing power.

Ms. Mackey moved to set aside the \$464,000 for the Administrator to utilize to assist Elections and Voter Registration, seconded by Ms. English.

Ms. English stated she had a conversation with Sheriff Lott regarding how this could potentially affect our credit rating. Sheriff Lott clearly understood Council would be working to find additional revenue and that deputies and 911 employees are invaluable.

Mr. Branham asked, for clarification purposes, is the intention of the motion to take every penny passed on 2nd Reading for the Sheriff's Department deputies' entry-level starting pay and put it in a fund just in case it is requested by Voter's Registration to store voting machines?.

Ms. Mackey responded that she understood that, it was the motion's intent, but she does not think we ever got any specifics or the amount. She noted funding would be set aside so the Administrator has access to funds in order to work with Voter Registration to do something the County is mandated to do.

Ms. McBride inquired about where we are regarding the fund balance.

Mr. Deshpande responded we are around 22.4%, which is still in the fiscally acceptable range.

Ms. Mackey stated that we have preserved our AAA Credit Rating by maintaining the 22%. We could go below that, but that impacts the rating. She noted she would like to keep the AAA Credit Rating for the upcoming capital improvement projects.

Ms. McBride noted that the fund balance needs to stay within the 21%-24% range to maintain the AAA Credit Rating.

Ms. Thomas replied the policy is 20%-35%. She noted that we are near the threshold. If there were to be an emergency, we would have no cushion. We have always tried to stay above 22.5%.

Mr. Weaver suggested staying with the motion made on 2nd Reading for the Sheriff's Department.

Mr. Wright indicated the breakdown of the \$464,000 would be a \$767/year increase for each deputy.

Mr. Walker affirmed that the 4% cost of living increase would be effective in August. The findings from the compensation study will be implemented in January 2024.

Ms. English inquired if Council will have to ensure the \$464,000 is in the Sheriff's budget each year.

Mr. Brown replied any increase to the payroll would be a recurring expense.

Ms. Mackey stated she supports the Sheriff and his deputies. Through the budget process, we have worked to ensure we invest in County employees. This is looking at our budget, being responsible, and evaluating all our responsibilities. Whether we like it or not, the Voter Registration Office is our responsibility. She is trying to proactively plan for another need we know is coming. She noted we have attempted to maintain a responsible budget and align how we are spending to get to where we are right now. Suddenly, going beyond the 22% in fund balance differs from the direction this Council has been going. She stated to please consider the responsibilities we have at hand and think about those things now.

In Favor: Terracio, Mackey, Walker, and English

Opposed: Branham, Pugh, McBride, Livingston, Weaver, and Barron

Absent: Newton (technical issues)

The motion failed.

63. *Adjust and approve Projected Use of General Fund Balance to Support overall General Fund expenditure as necessary (\$5,938,226)*

SPECIAL REVENUE FUNDS

64. *Economic Development (Approve revenue and expenditure budget of Economic Development; \$9,846,000)*
65. *Emergency Telephone System (Approve revenue and expenditure budget of Emergency Telephone System; \$7,446,442)*
66. *Fire Services (Approve revenue and expenditure budget of Fire Services; \$35,639,775)*
67. *Hospitality Tax (Approve revenue and expenditure budget of Hospitality Tax; \$9,498,713)*
68. *Accommodations Tax (Approve revenue and expenditure budget of Accommodations Tax; \$766,667)*
69. *Transportation Tax (Approve revenue and expenditure budget of Transportation Tax; \$88,000,000)*
70. *Mass Transit (Approve revenue and expenditure budget of Mass Transit; \$24,754,400)*
71. *Neighborhood Redevelopment (Approve revenue and expenditure budget of Neighborhood Redevelopment; \$946,000)*
72. *Public Defender (Approve revenue and expenditure budget of Public Defender; \$6,411,756)*
73. *Title IVD- Sheriff's Fund (Approve revenue and expenditure budget of Title IVD-Sheriff's Fund; \$62,671)*
74. *School Resource Officers (Approve revenue and expenditure budget of School Resource Officers; \$7,229,710)*
75. *Victim's Assistance (Approve revenue and expenditure budget of Victim's Assistance; \$1,334,426)*
76. *Tourism Development (Approve revenue and expenditure budget of Tourism Development; \$1,280,500)*
77. *Temporary Alcohol Permits (Approve revenue and expenditure budget of Temporary Alcohol Permits; \$167,817)*
78. *Stormwater Management (Approve revenue and expenditure budget of Stormwater Management; \$3,894,800)*
79. *Conservation Commission (Approve revenue and expenditure budget of Conservation Commission; \$3,908,930)*
80. *Road Maintenance (Approve revenue and expenditure budget of Road Maintenance ; \$11,345,478)*
81. *Child Fatality Review (Approve revenue and expenditure budget of Child Fatality Review; \$70,000)*
82. *Temporary Alcohol Permits (Approve funding the River Alliance for FY 2024; \$55,000)*

DEBT SERVICE

83. *General Obligation Debt Service (Appropriate funding to fund debt service: \$20,124,222)*
84. *Fire Bond Debt Service (Appropriate funding to fund debt service: \$550,150)*
85. *Hospitality Refund 2013A B/S [Special Assessment] (Appropriate funding to fund debt service: \$1,488,713)*
86. *RC-IP Revenue Bond 2019 (Appropriate funding to fund debt service: \$1,602,917)*
87. *School District I Debt Service (Appropriate funding to fund debt service: \$66,841,168)*
88. *School District II Debt Service (Appropriate funding to fund debt service: \$66,194,904)*
89. *Recreation Commission (Appropriate funding to fund debt service: \$3,164,689)*
90. *Riverbanks Zoo & Garden (Appropriate funding to fund debt service: \$2,591,510)*
91. *East Richland Public Service Dist. [Sewer] (Appropriate funding to fund debt service: \$1,438,561)*
92. *Transportation Bonds (Appropriate funding to fund debt service: \$14,434,750)*

CAPITAL IMPROVEMENT PLAN

93. *County-wide Departments (Approve multi-year comprehensive capital improvement plan as presented in the FY 2024 Recommended Budget Book [FY 2024 - FY 2027]; \$240,547,724]*
94. *County-wide Departments (Approve funding to conduct an updated feasibility study in FY 2024 to construct a new Richland County Judicial Center; \$100,000)*

ENTERPRISE

95. *Solid Waste Enterprise Fund (Approve 5% increase in the Landfill's rate schedule for FY 2024 as presented by the Department in the Council Budget Work Session on April 20, 2023; \$1,461,054)*
96. *Solid Waste Enterprise Fund (Approve Mill Cap budget for Landfill: \$7,444,770)*
97. *Solid Waste Enterprise Fund (Approve 5% increase in the Curbside Collection's rate schedule for FY 2024 as presented by the Department in the Council Budget Work Session on April 20, 2023; \$35,301,354)*
98. *Solid Waste Enterprise Fund (Approve funding for Solid Waste's total budget; \$44,207,178)*
99. *Solid Waste Enterprise Fund (Approve funding for Keep Midlands Beautiful; \$42,900)*
100. *Richland County Utilities (Approve proposed water rate increase and fee schedule presented by Richland County Utilities in the Council Budget Work Session on April 20, 2023; \$73,597)*
101. *Richland County Utilities (Approve funding for Richland County Utilities total budget; \$14,661,266)*
102. *Hamilton-Owens Airport Operating (Approve funding for Richland County Airport Budget; \$608,554)*

Ms. Barron moved to provide up to \$400,000 in ARPA funds to the Community Impact Committee to be set aside for non-profits in the Community Impact Grants process. Those non-profits listed on the FY23-24 Budget Motion List will be invited to apply and participate in the process, seconded by Mr. Branham.

Mr. Walker inquired if this motion was properly before the body.

Mr. Wright responded that if the ARPA funds affect the overall budget, it will need to be taken up now.

Mr. Livingston stated he did not think it would be appropriate to have this item included in the budget ordinance because the budget has already had two readings.

Ms. Barron indicated Legal and Administration recommended bringing this item forward during this portion of the agenda. The \$400,000 is going to the Community Impact Grants Committee to participate in the upcoming grant cycle in July 2023.

Ms. Mackey stated there was a motion made that we would use ARPA. As a body, we sent it back to the committee to meet and bring it back to Council. Therefore, she feels it is properly before us.

Mr. Wright expressed that because the ARPA funds will potentially impact the Community Impact Grants Committee's budget, it must be dealt with during the budget process.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Absent: Newton (technical issues)

The vote in favor was unanimous.

Ms. Barron declared that she has been very passionate about not increasing taxes. However, she does not want that decision to impact the entire budget. Therefore, she will be supporting the ordinance in theory.

Ms. McBride deemed there are some good and not-so-good parts to the budget. She believes there are some transparency issues in certain areas, but overall she thinks Council did what they felt was best. Therefore, she will not be supporting the ordinance.

Mr. Walker found Ms. McBride's suggestion that parts of the budget are not transparent disconcerting and stated that He does not want the residents of Richland County or anyone in the audience or watching to think Council is operating in the dark. He requested that Ms. McBride outline what parts of the budget are not transparent in her opinion.

Ms. McBride stated she had concerns about the grant process, equity, and who was making budget recommendations.

Mr. Walker declared he believes this Council and Administration operate aboveboard. He does not always agree with every vote or recommendation. Still, he has never impugned or questioned the integrity of those who govern or are responsible for the administration of this governance.

Mr. Livingston moved to approve the budget ordinance, as amended, seconded by Mr. Weaver.

In Favor: Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Absent: Newton (technical issues)

Opposed: Branham and McBride

The vote was in favor.

Ms. English moved to reconsider this item, seconded by Mr. Pugh.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English.

Absent: Newton (technical issues)

The motion for reconsideration failed.

15. SECOND READING ITEMS

- a. Authorizing the joint development and creation of a multicounty park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multicounty park; authorizing the inclusion of certain property located in Richland County in the multicounty park; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Terracio.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English.

Absent: Newton (technical issues)

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. English.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English.

Absent: Newton (technical issues)

The vote in favor was unanimous.

16. FIRST READING ITEM

- a. An Ordinance Authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County TMS #14103-02-20A – Ms. McBride moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English.

Recuse: Pugh (due to being a member of Allen University's faculty)

Absent: Newton (technical issues)

The vote in favor was unanimous.

17. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

- a. Department of Public Works – Solid Waste & Recycling Division – Ballentine Property Purchase – Ms. Mackey stated the committee recommended directing the Administrator to move forward with the purchase of the Ballentine property purchase, as discussed in Executive Session.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English.

Absent: Newton (technical issues)

The vote in favor was unanimous.

Ms. English moved to reconsider this item, seconded by Ms. Barron.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Absent: Newton (technical issues)

The motion for reconsideration failed.

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

- a. 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; to include certain property located in Richland County; the execution and delivery of public infrastructure credit agreement to provide for public infrastructure credits to Project Main View; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item. He indicated that the 250-apartment complex be located at the old Jim Moore Cadillac dealership on North Main Street. The development represents an investment of \$50M+ and includes \$12M in landscaping, utilities, lighting, sidewalks, and 360 parking spaces.

Ms. Terracio inquired as to how much of the public improvements are those that would not have had to happen in the course of developing the apartments. In essence, what is going above and beyond?

Mr. Livingston responded the investments are in the landscaping, lighting, and sidewalks.

In Favor: Branham, Pugh, McBride, Livingston, Weaver, Barron, Walker, Mackey, and English.

Absent: Newton (technical issues)

Opposed: Terracio

The vote was in favor.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. Board of Zoning Appeals – Four (4) Vacancies – Ms. Barron stated the committee recommended appointing Ms. S. Blakely Copeland Cahoon and Ms. Mandy Lautzenheiser.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English.

Absent: Newton (technical issues)

The vote in favor was unanimous.

2. Midlands Workforce Development Board – Three (3) Vacancies (Applicants must be from the Private Sector) – Ms. Barron stated the committee recommended re-appointing Mr. Harry Plexico and appointing Ms. Eileen Kershaw and Ms. Danielle Diaz.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English.

Absent: Newton (technical issues)

The vote in favor was unanimous.

20. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Innovista Phase 3 – Project Funding – Mr. Walker stated the committee recommended the City of Columbia’s request to receive the remaining balance of funds from the \$50M Innovista Project. Upon completion of Phase II, the remaining balance is \$4.5M, which will be used to supplement other funding provided by the City for Phase III. The City will draw on the fund via a reimbursement process.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Absent: Newton (technical issues)

The vote in favor was unanimous.

- b. Proposed Chapter 21 (Dirt Road Paving) Ordinance Amendment: “An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to

remove specific language” [FIRST READING] – Mr. Walker stated the committee recommended removing the requirement in Chapter 21 that allows 25% of property owners to decline a road paving project. The recommendation aims to allow the Public Works Department to move forward expeditiously with the paving of dirt roads in Richland County. Under the current ordinance, 25% of homeowners on a roadway can refuse the paving of a road.

Mr. Branham inquired if 50% would help us get more in the realm of the majority.

Mr. Michael Maloney, Public Works Director, stated staff’s recommendation is to pave the roads. He noted they have funds committed in the design and land acquisition processes that are sitting because we have some roads being blocked by consent/denial or buying right-of-way after receiving consent. If they ran into an instance where the majority of the residents did not want the road paved, they would begin it to the ad committee.

Mr. Livingston indicated he was hesitant to go to the 50% without knowing the implications.

Mr. Maloney stated they could provide a number they would be able to proceed with utilizing the 50% requirement.

Mr. Brown stated the feedback they have received is staff’s failure to address roads. Some citizens complain to Council that their work was promised and did not get done when the team did what they could within the confines of the ordinance.

**Ms. Newton reconnected at 8:54 PM.

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

Opposed: Branham

The vote was in favor.

21. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE**

- a. Internal Auditor Position – Ms. Newton stated the committee recommended the Administrator develop a job description, which would then come back to Council.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton.

Opposed: McBride

The vote was in favor.

22. **REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE**

- a. Proposed 2024 Community Impact Grant Application
- b. Community Impact Grant Guidelines

Ms. Mackey stated the committee recommended approval of the Community Impact Grants application and guidelines. Ms. McBride inquired who would be reviewing the applications. She noted that in the past, Councilmembers and community members were reviewing the applications.

Ms. Mackey responded that it would be the committee members.

Ms. Barron expressed she believes there are gray areas in the review process.

Ms. Newton inquired if the committee had discussed having an “other” category for Question #5. She noted she would appreciate knowing where organizations have successfully implemented similar projects in the past.

Ms. Mackey replied that the committee considered the “other” option and that it was decided not to include that category. She requested clarification on who served on the previous Discretionary Grant Committee.

Mr. Brown replied he would have to research this matter.

Ms. Newton inquired if there was an opportunity for the 60/40 split to be “up to.”

Ms. Mackey indicated that was discussed in committee.

Mr. Walker stated the Community Impact Grants Committee was created so that we could streamline a process that was once known as “Lump Sum” agencies.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

Mr. Walker indicated Ms. McBride had to leave the meeting early due to a family commitment.

23. **REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

- a. Unallocated Funds – Ms. Barron stated the committee recommended setting aside \$1,000,000 ARPA allocations for Youth and Recreation Services to specifically fund recreation activities for youth using a process to be determined by Council. Any funds not in this category not committed by June 30, 2024, and expended by October 31, 2024, would be used to fund the construction of the Family Services Center.

Ms. Mackey stated for clarification; the committee will not be awarding any funds to the non-profits that applied in this category.

Ms. Barron responded in the affirmative.

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

Opposed: Walker

The vote was in favor.

Ms. Barron stated the committee recommended that any unawarded funds for the \$16M ARPA grants to be used to fund the construction of the Family Services Center. This would include unanswered funds from the following categories: Non-Profit Assistance, Workforce Training, Education Assistance, Senior Assistance, Food Insecurity, Broadband Services, and Unhoused persons. It would not include funding from the Youth and Recreation Services or Affordable Housing allocation categories.

In Favor: Branham, Livingston, Terracio, Weaver, Barron, English, and Newton.

Opposed: Pugh, Walker, and Mackey.

The vote was in favor.

Ms. Barron moved to reconsider this item, seconded by Mr. Branham.

In Favor: Walker and Mackey

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

The motion for reconsideration failed.

24. **OTHER ITEMS**

- a. FY23 – District 6 Hospitality Tax Allocations: Carolina Therapeutic Riding - \$6,150
- b. FY23 – District 11 Hospitality Tax Allocations: Kingville Historical Foundation - \$1,000; Town of Eastover - \$13,000; SC Philharmonic - \$5,000; and Columbia Classical Ballet - \$5,000

Ms. Barron moved to approve Items 24(a) and 24(b), seconded by Mr. Weaver.

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

The vote in favor was unanimous.

Mr. Pugh moved to reconsider this item, seconded by Mr. Walker.

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

The motion for reconsideration failed.

25. **EXECUTIVE SESSION** – There were no additional items for Executive Session.

26. **MOTION PERIOD**

- a. I move to direct the Administrator to review and update the illegal dumping ordinance, including raising fines up to \$5,000.00, jail time, and community service (picking up debris on roadways) [ENGLISH] – Chairman Walker referred this motion to the Development & Services Committee.

27. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Mr. Pugh.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

The meeting adjourned at approximately 9:15 PM.

Richland County Council Request for Action

Subject:

An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I

Notes:

May 23, 2023 – The Administration & Finance Committee recommended Council approve the transfer of deeds of sanitary sewer lines to the City of Columbia for Arthurtown/Little Camden/Taylors Sanitary Sewer System, Phase 1; Cf#180-16.

First Reading: June 6, 2023

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	March 27, 2023	Meeting Date:	May 23, 2023
Legal Review	Elizabeth McLean via email	Date:	May 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	May 15, 2023
Finance Review	Stacey Hamm via email	Date:	May 9, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Transfer of Arthurtown/Little Camden/Taylor's Sanitary Sewer; CF#180-16		

RECOMMENDED/REQUESTED ACTION:

Richland County Utilities (RCU) recommends approval of the transfer of deeds of sanitary sewer lines to the City of Columbia as described in the attached Deed to Sanitary Sewer Lines for Arthurtown/Little Camden/Taylor's Sanitary Sewer System, Phase 1; Cf#180-16.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Richland County will not incur any expenses nor lose any revenues by transferring these assets to the City of Columbia. Richland County does not have any budgetary impact.

Applicable department/grant key and object codes:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The County Attorney's Office has no comments.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The referenced sanitary sewer project is a former utility project developed by Richland County (County) and approved for eventual acceptance by the City of Columbia (City) into its system circa the early 1990s. Correspondence from Andy Metts, former Director of Richland County Utilities, dated June 2, 1995, indicated that the sanitary sewer lines were constructed, inspected, and approved in preparation to transfer ownership to the City of Columbia. Then City of Columbia engineer David Johnson issued a letter of acceptance for the sanitary sewer lines and approved Richland County's transfer of the deeds; however, the easement documents were not provided to the City following the completion of the project.

Given the age of the project, the City of Columbia Engineering Administrator cannot reasonably nor personally speak to the specific reasons for the delay in the process. However, the attached supporting documentation shows the correspondence between Richland County Utilities, the South Carolina Department of Health and Environment Control (SCDHEC), and the City of Columbia Engineer. Also included is an intergovernmental service agreement (IGA) for Richland County to construct and transfer the lines once tested and accepted by the City. Richland County Utilities does not have any customers in this area. The City has been maintaining the assets, and the County is not involved at this time.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

This meets strategic plan Goal 1 – Foster Good Governance

- Objective 1.5: Collaborate with other governments.

ATTACHMENTS:

1. Richland County Director Andy Metts's Letter
2. City of Columbia Engineer David Johnson's Letter
3. Department of Health and Environmental Control letter
4. Internal Governmental Agreement between Richland County and the City of Columbia
5. Deed Ordinance for Arthurtown/Little Camden/Taylor's Sanitary Sewer Lines
6. Deeds Transfer Document



**RICHLAND COUNTY
SOUTH CAROLINA**
Department of Public Works Administration & Engineering
400 POWELL ROAD
COLUMBIA, SOUTH CAROLINA 29203

Andy H. Metts
Director, Utilities & Services
(803) 735-7315

TDD#748-4999

June 2, 1995

Mr. Larry Ragsdale
Central Midlands District
Environmental Quality Control
S.C.D.H.E.C.
Post Office Box 156
State Park, South Carolina 29201

RE: **Arthurtown/Taylors/Little Camden
Sewer Project
DHEC Construction Permit - 19,794-DW**

Dear Mr. Ragsdale:

The sanitary sewer lines constructed as part of the referenced project have been inspected and approved by Richland County. Operation and maintenance of this system will be provided by the City of Columbia. Richland County will maintain ownership until such time as the necessary record drawings, forms and deeds are provided to and accepted by the City. This ownership transfer should be complete within sixty (60) days.

Please take the necessary action to issue the permit to operate.

If you should have any questions, please contact me at 735-7315.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy H. Metts", written over a horizontal line.

Andy H. Metts
Director, Utilities & Services

AHM/swd

cc: **Carlos Cometto - Hussey, Gay Bell & DeYoung, Inc.**
David A. Johnson - City of Columbia

SEARCHED

CITY COUNCIL MINUTES
MARCH 20, 1991
10:00 A.M.

IX. INTERGOVERNMENTAL SERVICE AGREEMENTS:

A. Romain-Meech-Burbank Sewer Assessment District

B. East Bluff Sewer Assessment District

C. Arthurtown Sewer Assessment District

Upon motion by Mr. Cromartie, seconded by Mr. Papadea, Council voted unanimously to approve these agreements with Richland County for transportation and treatment of wastewater.

SUBDIVISION STATUS SHEET
CONSTRUCTION

INSPECTOR: DRAWHORN	NO. METERS: 0
DATE : 09/21/89	COM/RES :
CITY FILE: 180-16 R-3 FINAL PLAT: / /	CITY LIM.: N
PROJECT : ARTHURTOWN/LITTLE CAMDEN SEWER EXTN.	CO: RICH
ENGINEER : STEVE C. WOHLFEIL, PE., PRIME ASSOC., INC.	
DEVELOPER: RICHLAND CO., PO BOX 192, COLA 29202	
LOCATION : BLUFF RD AREA	

WATER PLAN: / /	WATER APP : / /	OFFSITE EASEMENT REQ'D
SEWER PLAN: 12/07/94	SEWER APP : 12/13/94	EASE REC'D: / /
DRAIN PLAN: / /	DRAIN APP : / /	INSURANCE REQ'D: Y
STREET PLAN: / /	STREET APP: / /	
LAB TEST: / /	DECLARATION OF COVENANT	COURTHOUSE RESEARCH
PRESSURE: / /	REQ'D Y REC'D / /	SENT / / REC'D / /
✓FORM 2 : Y / /	DEED WATER: / /	DEED REC'D: / /
✓FORM 3 : Y / /	DEED SEWER: Y / /	DEED REC'D: / /
QUANTITY: Y / /	DEED DRAIN: / /	DEED REC'D: / /
AS BUILT: Y / /	DEED STREET: / /	DEED REC'D: / /
ASBUILT AP: Y / /	PKG TO FD: / /	MORTGAGE : / /
PKG TO IN: Y / /	INFIL CERT Y 05/26/95	O&M LETTER: / /
C.E. FORM 2Y / /	DRAIN CERT / /	DHEC PTO : / /

COMMENTS PAGE 1:

08-02-90 CONST PLANS APPROVED (PLANS REC'D 06-11-90)

05-31-91 REC'D REV CONST PLANS (R-1) 06-05-91 CONST PLANS APPROVED (R-1)

06-21-91 REC'D REV CONST PLAN (R-1)

06-21-91 REC'D REV CONST PLANS (R-2)

06-28-91 CONST PLANS APPROVED (R-2)

07-15-91 DHEC CONST PERMIT 17184 DW

06-09-93 APPROVAL EXTENDED FOR 2 YEARS (06-28 & 06-05-91 LTR REMAIN EFFECT

12-07-94 REC'D REV CONST PLANS (R-3) 12-13-94 CONST PLANS (R-3) APPROVED

05-31-95 PER LARRY RAGSDALE AND DAVID JOHNSON: CITY TO ACCEPT OPERATION AND MAINTENANCE AND RICHLAND COUNTY TO MAINTAIN OWNERSHIP UNTIL RECORD DRAWINGS ARE COMPLETE

* FAXED O&M LETTER TO DHEC

06-07-95 REC'D COPY OF LETTER CONTAINING AS-BUILT CERTIFICATION, SENT TO DHEC FROM HUSSEY, GAY, ... INFILTRATION CERTIFICATION ALSO INCLUDED

06-08-95 REC'D DHEC LETTER ISSUING TEMPORARY APPROVAL FOR OPERATION, PACKAGE FOR PTO MUST BE TO DHEC BY 08-05-95

06-09-95 REC'D LETTER FROM RICH CO TO DHEC: FINAL PKG TO BE SUBMITTED 60 DAYS

08-17-95 LTR FORM DHEC: 30 DAY EXTENTION OF TEMP APPROVAL (SEPT 16)

08-01-95 REC'D COPY OF THE RECORD DRAWINGS * DISAPPROVED * CALLED ENG 08-04

08-28-95 REC'D RECORD DRAWINGS * DISAPPROVED * MINOR CORRECTIONS ON THE PLANS FAXED A LIST OF UNACCEPTABLE SLOPES TO CARLOS, MUST COMPLY W/ REGS

09-06-95 REC'D REV RECORD DRAWINGS AND LETTER FROM CARLOS RE SLOPES, APPROVED PER DAVID JOHNSON

09-07-95 FAXED ANDY METTS FORM 2 AND 3 (735-7033)

SCANNED

May 31, 1995

Re: Arthur Town/Little Camden
Sewer Extension; Hussey, Gay,
Bell and DeYoung, Inc.; City
File #180-16

C
O
P
Y

Mr. Larry Ragsdale
Central Midlands District
Environmental Quality Control
SCDHEC
P.O. Box 156
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,



David A. Johnson, P.E.
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent
Mr. Bob Dennis, Richland County
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL

SCANNED

June 2, 1995

Re: Arthur Town/Little Camden
Sewer Extension; Hussey, Gay,
Bell and DeYoung, Inc.; City
File #180-16

C
O
P
Y

Mr. Larry Ragsdale
Central Midlands District
Environmental Quality Control
SCDHEC
P.O. Box 156
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW and #19794-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,



David A. Johnson, P.E.
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent
Mr. Bob Dennis, Richland County
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL



Commissioner: Douglas E. Bryant
 Board: John H. Burris, Chairman
 Sandra J. Motlander, Secretary
 Promoting Health, Protecting the Environment

Richard E. Jabbour, DDE
 William M. Hall, Jr., MD
 Roger Lantz, Jr.

August 17, 1995

Mr. Carlos Cometto, P.E.
 Hussey, Gay, Bell & DeYoung
 P.O. Box 7967
 Columbia, SC 29202

Re: Arthurtown Sewer System
 Permit #17,184-DW
 Permit #19,794-DW
 Richland County

Dear Mr. Cometto:

This letter is a follow up to your letter dated August 4, 1995, concerning the above referenced project. Your request for a thirty (30) day extension of the Temporary Permit to Operate dated June 5, 1995, is approved.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 30 days. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

Brent A. Richardson
 Brent A. Richardson
 Environmental Engineer Associate
 Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply
 Wayne Stokes, Domestic Wastewater Division
 Terry Brown, Richland County Planning & Management
 Richland County Health Department
 Phillip Lee, Richland County Building Inspector
 David Johnson, City of Columbia Engineering
 Roger Scott, Palmetto Health District
 Andy Metts, Richland County Department of Public Works

COPIED

Environmental Quality Control, Central Midlands District
 PO Box 156, State Park, SC 29147 (Phone 935-7015)



Commissioner: Douglas E. Bryant

Board: Richard E. Jabbour, DDS, Chairman
Robert J. Singling, Jr., Vice Chairman
Sandra J. Molander, Secretary

Promoting Health, Protecting the Environment

John H. Burris
William M. Hull, Jr., MD
Roger Leeks, Jr.
Burnet R. Maybank, III

June 5, 1995

Mr. Carlos Cometto, P.E.
Hussey, Gay, Bell & DeYoung
P. O. Box 7967
Columbia, South Carolina 29202

Re: **Arthurstown Sewer System**
Permit #17,184-DW
Permit #19,794-DW
Richland County

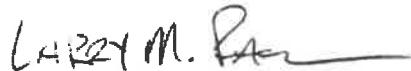
Dear Mr. Cometto:

This letter is a follow up to your letter of June 2, 1995, concerning the above referenced project. Your request to place the sewer system into operation is approved. This approval is based on the City of Columbia's letter of acceptance dated June 2, 1995 and Richland County Public Works Department's letter of ownership dated June 2, 1995.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 60 days. This package shall include a letter from the City of Columbia accepting ownership of the system. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,



Larry M. Ragsdale
Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply
Wayne Stokes, Domestic Wastewater Division
Terry Brown, Richland County Planning & Management
Richland County Health Department
Phillip Lee, Richland County Building Inspector
✓ David Johnson, City of Columbia
Andy Metts, Tichland County DPW
Roger Scott, Palmetto Health District

SCANNED

Environmental Quality Control, Central Midlands District
PO Box 156, State Park, SC 29147 (Phone 935-7015)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) INTERGOVERNMENTAL SERVICE AGREEMENT
) FOR TRANSPORTATION AND TREATMENT OF
) WASTEWATER (ARTHURTOWN SEWER
) ASSESSMENT DISTRICT)

This Contract is entered into this ___ day of December, 1990, by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

SCANNED

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of ___ months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay. However, upon annexation of any parcel, the City shall assume responsibility for payment of any remaining indebtedness against the specific property for design and construction of the sewer collection system within the District. The City shall pay to the County the amounts of County sewer assessments charged to each parcel of property annexed at the

times due upon receipt of a statement from the County. The City, at its option, upon annexation of all parcels included in the District, may pay the full amount due in one payment.

WITNESS our hands and seals on the date shown above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Attest: _____

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Attest: _____

SCANNED

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL SERVICE AGREEMENT
) FOR TRANSPORTATION AND TREATMENT OF
COUNTY OF RICHLAND) WASTEWATER (ARTHURTOWN SEWER
) ASSESSMENT DISTRICT)

This Contract is entered into this day of ~~September~~ ^{March}, 1991^{MEH}, by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

CITY OF COLUMBIA

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of up to 48 months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay.

~~_____~~
~~_____~~
~~_____~~

WITNESS our hands and seals on the date shown above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Attest: _____

CITY OF COLUMBIA, SOUTH CAROLINA

By: *Mike E. Hudley*

Attest: *Jenna Leaks*

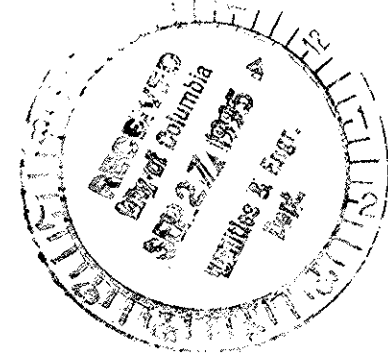
CIVIL

1001 10M

ASSEMBLED BY THE
SOUTH CAROLINA

SCANNED

ARTHURTOWN/LITTLE CAMDEN/TAYLORS



SANITARY SEWER SYSTEM PHASE 1

SHEET NO.	TITLE
1 - 2	SEWER PLAN & PROFILE (OUT FALL)
3	SEWER PLAN & PROFILE (IN & NEER SUGAR HILL LANE)
4 & 5	SEWER PLAN & PROFILE (SUGAR HILL LANE)
6 & 7	SEWER PLAN & PROFILE (CHILDS STREET)
8	SEWER PROFILE MH-12 TO MH-27 (CHILDS STREET)
9	SEWER PLAN & PROFILE (RILEY STREET)
10	SEWER PROFILE MH-25 TO MH-37 (RILEY STREET)
11	SEWER PLAN & PROFILE (RILEY STREET)
12	SEWER PLAN & PROFILE (BARNES STREET)
13	SEWER PLAN (ZION AVENUE)
14	SEWER PROFILE MH-29 TO MH-50 (ZION AVENUE)
15	SEWER PLAN & PROFILE (FRAZIER STREET)
16	SEWER PLAN & PROFILE (BLUFF ROAD)
17	SEWER PLAN & PROFILE (BETWEEN ZION AVE., & BLUFF RD.)
18	SEWER PLAN & PROFILE (SIMMONS ST., ABBOTT RD., BLUFF RD.)
19	SEWER PLAN & PROFILE (ABBOTT ROAD)
20	SEWER PLAN & PROFILE (BARNES STREET)
22 & 23	SEWER PLAN & PROFILE (BLAIR ROAD)
24	SEWER PLAN & PROFILE (LOE LOUIS DRIVE)
25	SEWER PLAN & PROFILE (SHOP ROAD)
26	SEWER PLAN & PROFILE (EHRlich STREET)
27	SEWER PLAN & PROFILE (BLUFF ROAD)
28	SEWER PLAN & PROFILE (BATES STREET)
29	SEWER PLAN & PROFILE (TOLLIVER STREET)
30	SEWER PLAN & PROFILE (SHOP ROAD)
31	SEWER PLAN & PROFILE (SANDS STREET)
32	SEWER PLAN & PROFILE (WALCOTT STREET)
33	SEWER PLAN & PROFILE (ABBOTT ROAD)
34	SEWER PLAN & PROFILE (ANDREWS ROAD)
35	SEWER PLAN & PROFILE (FRAZIER STREET)
36	SEWER PLAN & PROFILE (FRAZIER STREET)
37 - 39	SEWER PLAN & PROFILE (ANDREWS ROAD)
40 & 41	SEWER PROFILE
DET	DETAILS

MEMBERS OF COUNTY COUNCIL FOR RICHLAND COUNTY

BERNICE G. SCOTT - CHAIRPERSON
NANCY M. SANDEL - VICE CHAIRPERSON
KIT SMITH
HARRIET GARDIN FIELDS
PAUL LIVINGSTON
GEORGE MICK

JOHN D. MONROE
IRENE LABORDE NEUFFER
EDDIE W. WEAVER
LEONE S. CASTLES
DAVID C. ELAM

- 1) REVISED CERTIFICATION
- 2) INFILTRATION CERTIFICATION

ACTING COUNTY ADMINISTRATOR

ROBERT G. MAUNEY

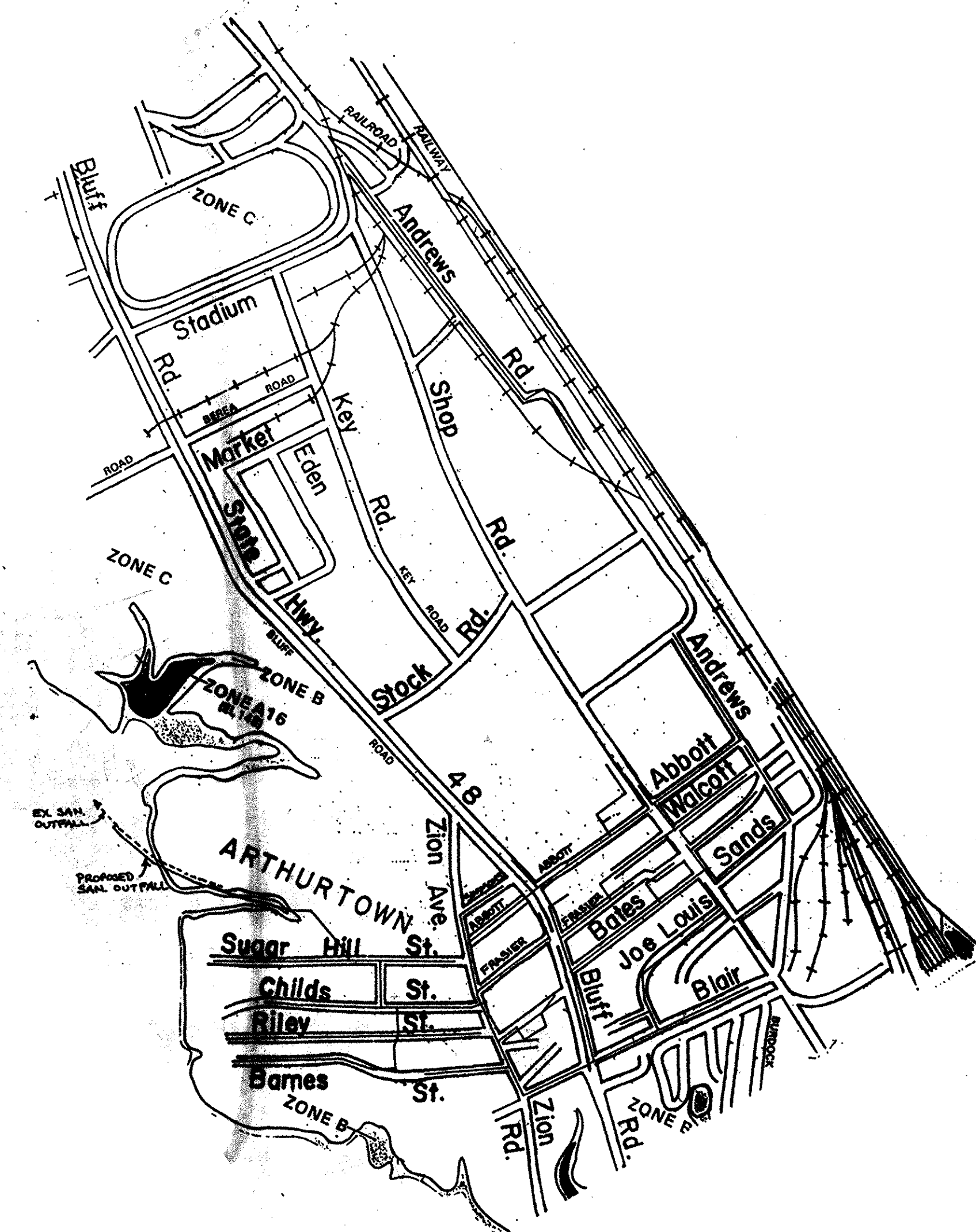
ASSISTANT COUNTY ADMINISTRATOR

GREGORY K. SAUNDERS

NOTE: SHEETS 19, 23 - 41
ARE NOT IN PHASE 1.

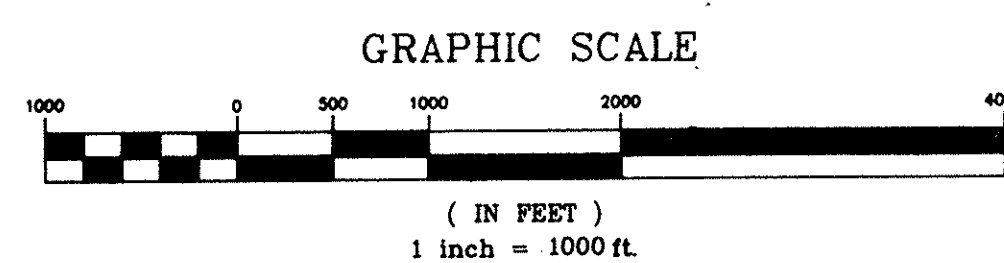
NOTE: THE FOLLOWING STREETS ARE MAINTAINED BY RICHLAND COUNTY FROM DITCH TO DITCH:
 ABBOTT ROAD (3-273) RILEY STREET (3-279)
 ANDREWS ROAD (3-310/313) SUGAR HILL LANE (3-275)
 BARNES STREET (3-278) SUGAR HILL POINT (3-276)
 BATES STREET (3-271) TOLLIVER STREET (3-322)
 EHRlich STREET (3-331) WALCOTT STREET (3-321) (SW OF SHOP ROAD)
 FRAZIER STREET (3-274)

NOTE: ALL ELEVATIONS BASED ON MEAN SEA LEVEL DATUM



I HEREBY CERTIFY THAT THE SANITARY SEWER SYSTEM IN ARTHURTOWN/LITTLE CAMDEN/TAYLORS SUBDIVISIONS AS SHOWN HEREON HAS BEEN INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS DATED MAY 22, 1991 APPROVED BY THE CITY OF COLUMBIA ENGINEERING DEPT, DATED DECEMBER 13, 1994.

CARLOS E. COMETTO, P.E.



OWNER: RICHLAND COUNTY
P.O. BOX 192
COLUMBIA, S.C. 29202

ENGINEER: PRIME ASSOCIATES
601 DEVINE ST.
COLUMBIA, S.C. 29201

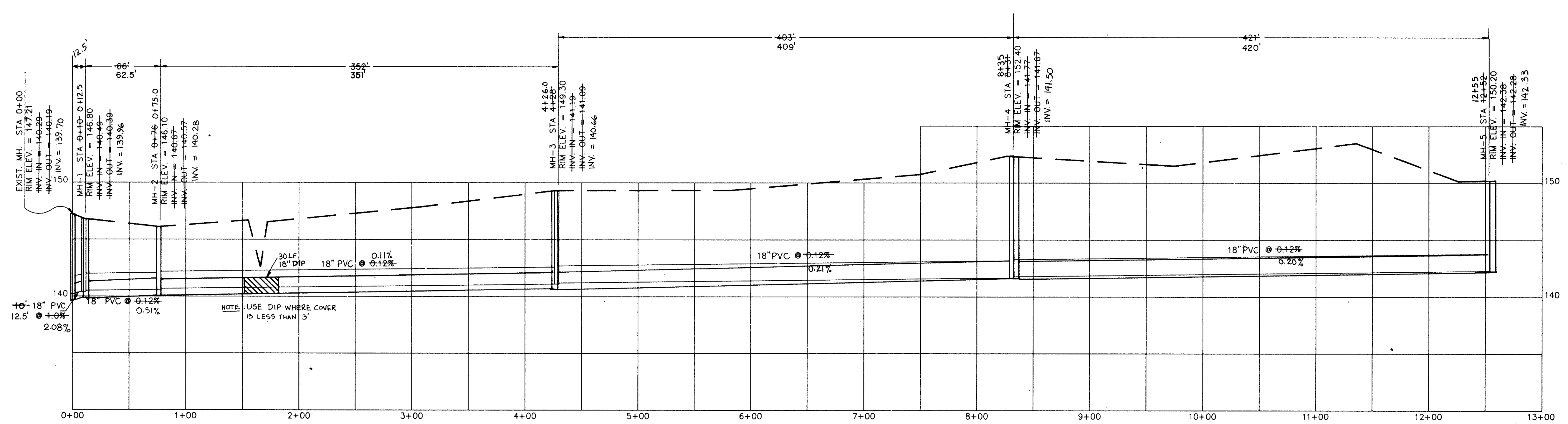
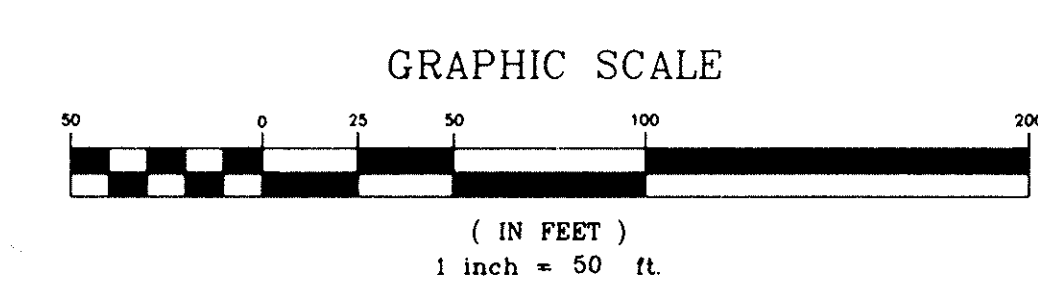
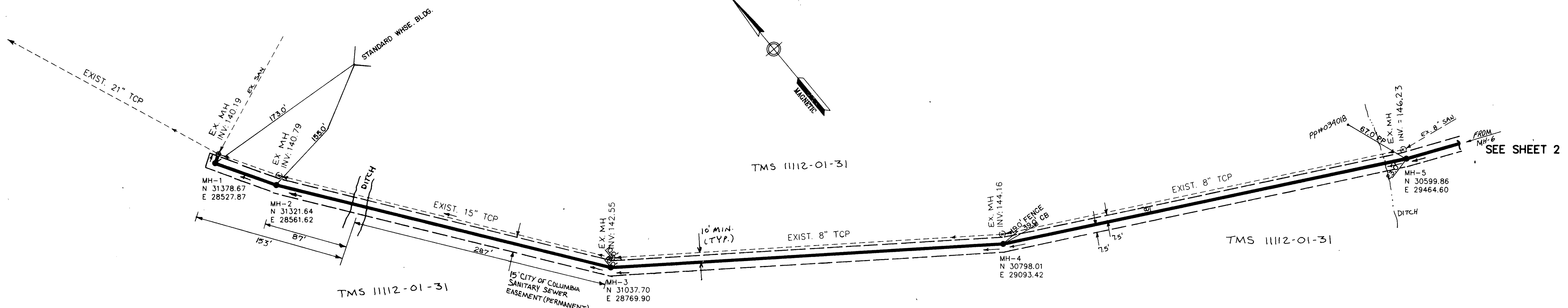
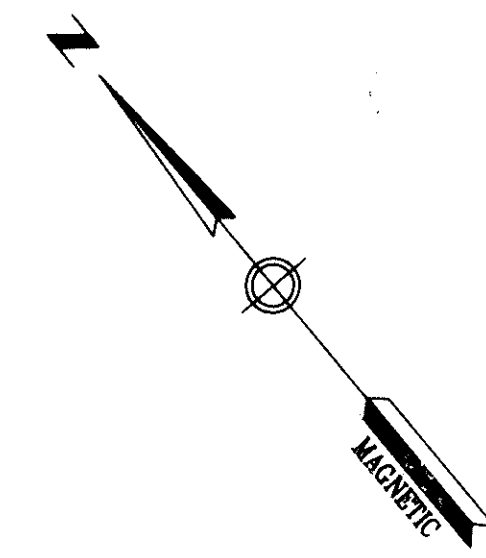
RECORD DRAWING		ARTHURTOWN SEWER SYSTEM	
ISSUED FOR BIDS		COVER SHEET	
REVISED SHEET NUMBERS			
ISSUED FOR APPROVAL			
REV.	DATE	BY	DESCRIPTION
1	5/15/95	T.C.W.	RECORD DRAWING
2	7/3/91	M.C.W.	ISSUED FOR BIDS
1	5/24/91	M.C.W.	REVISED SHEET NUMBERS
0	9/18/89	K.B.	ISSUED FOR APPROVAL
REVISION			

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

COVER SHEET

88036-CS



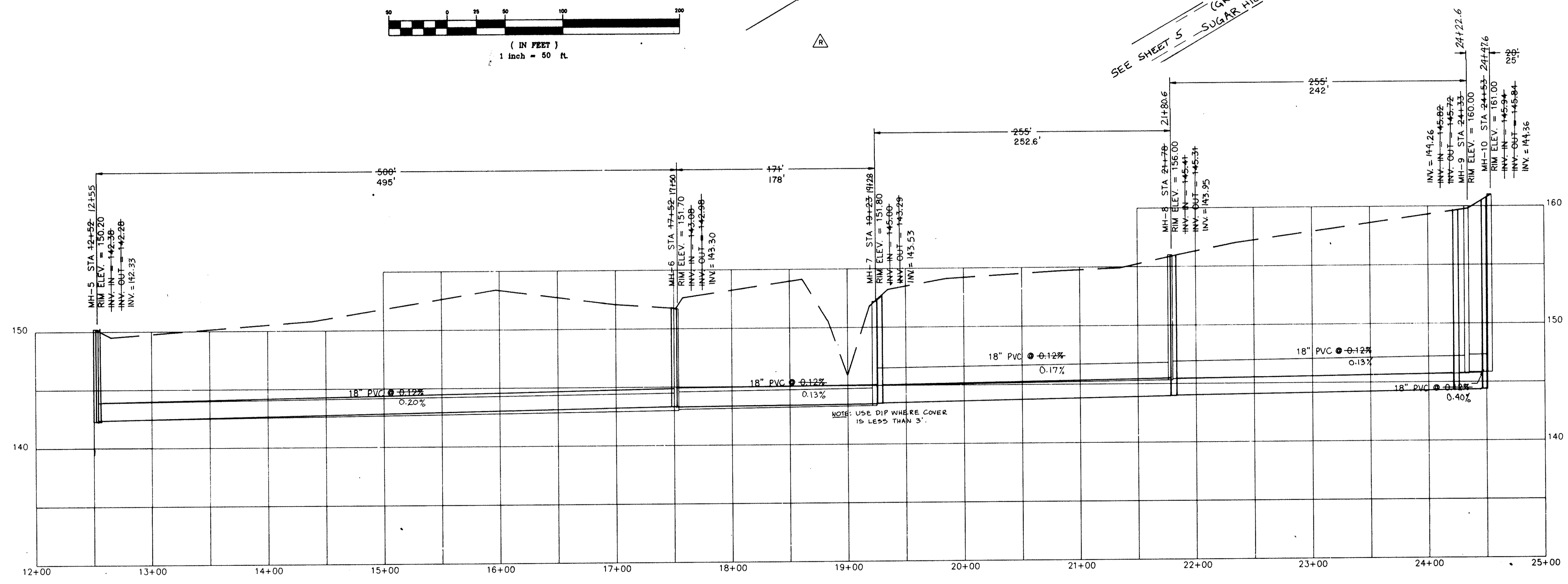
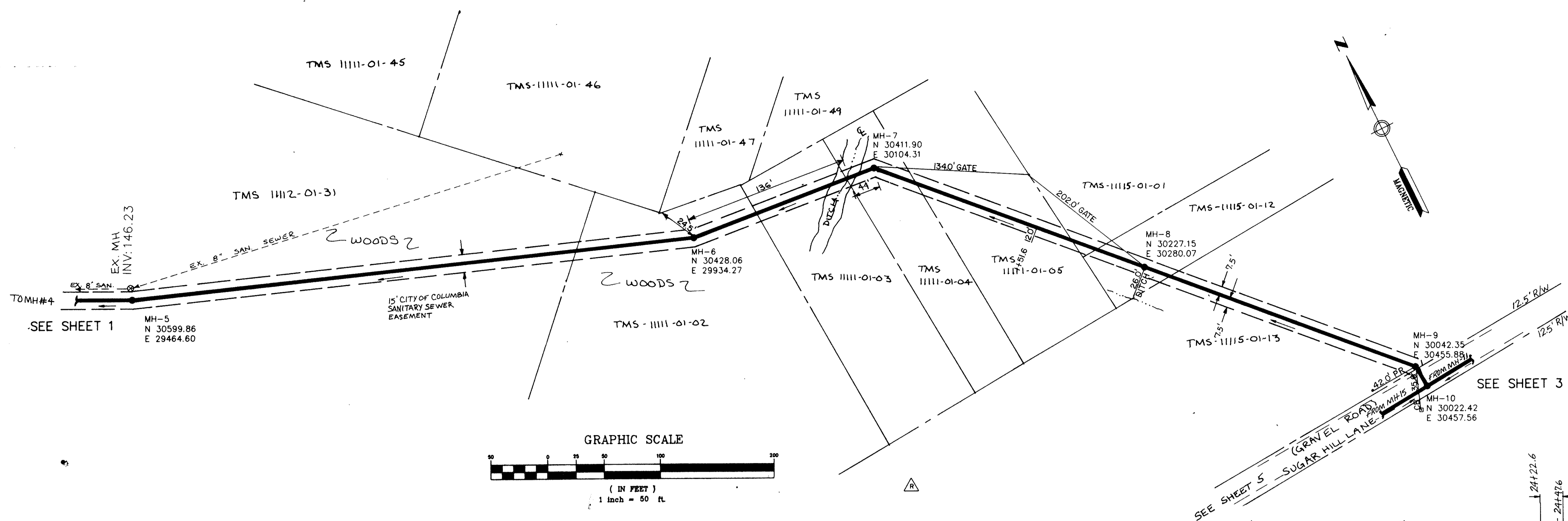
APPROVED

3		TCW	REVISED PER COMMENT	
R		5/15/95	TCW	RECORD DRAWING
1		7/3/91	MCM	ISSUED FOR SHOPS
0		5/22/91	MCM	ISSUED FOR APPROVAL
REV	DATE	BY	DESCRIPTION	APP.
REVISION				

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

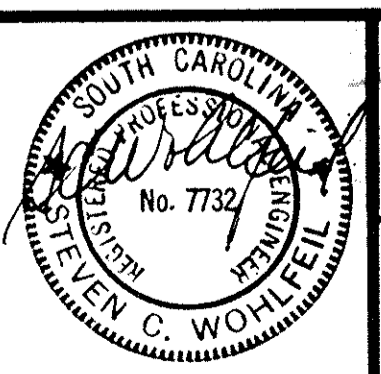
SEWER PLAN & PROFILE
OUTFALL

MCM/CAD	MCM/E.R.	scw	ATSEW
DATE	DATE	DATE	DATE
3/22/91	3/22/91	3/22/91	3/22/91
88036-1	88036-1	88036-1	88036-1



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENT	
2	5/15/98	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	SW
0	5/22/91	MCM/EJR	ISSUED FOR APPROVAL	SW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

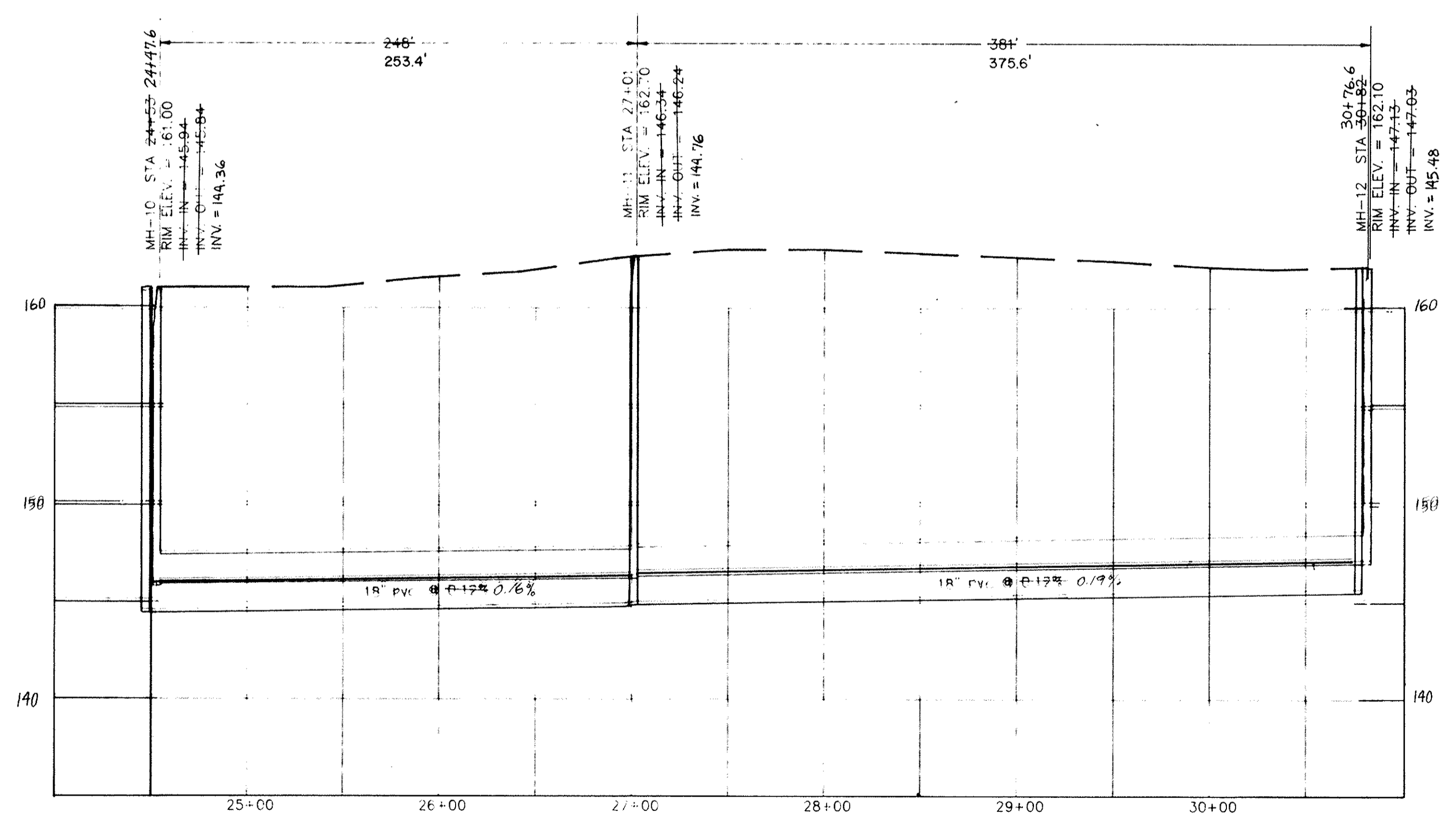
SEWER PLAN & PROFILE
 OUTFALL

prime associates, inc.
 engineers planners surveyors
 COLUMBIA SOUTH CAROLINA

MCM/CAD	MCM/EJR	SW	ATSEW
5/22/91	5/22/91	88036-2	
DATE	SCALE	DWG. NO.	REV. NO.

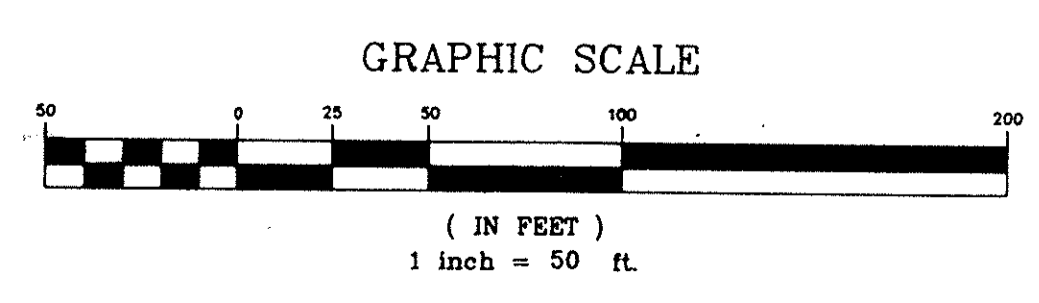


NOTE: LOTS SOUTH OF SUGAR HILL LN.
SEE TMS 11115-08

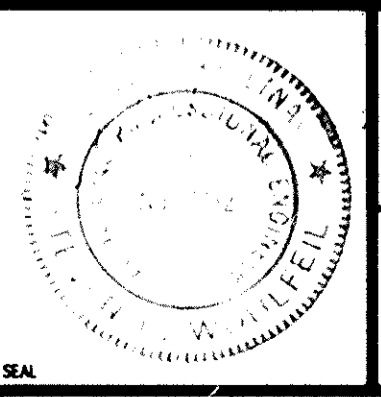


NEAR SUGAR HILL LANE AND SUGAR HILL POINT
MH-10 TO MH-12

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SW
2	9/22/91	MCM	GENERAL REVISIONS	SW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SW
0	2/18/89	SEV	ISSUED FOR APPROVAL	

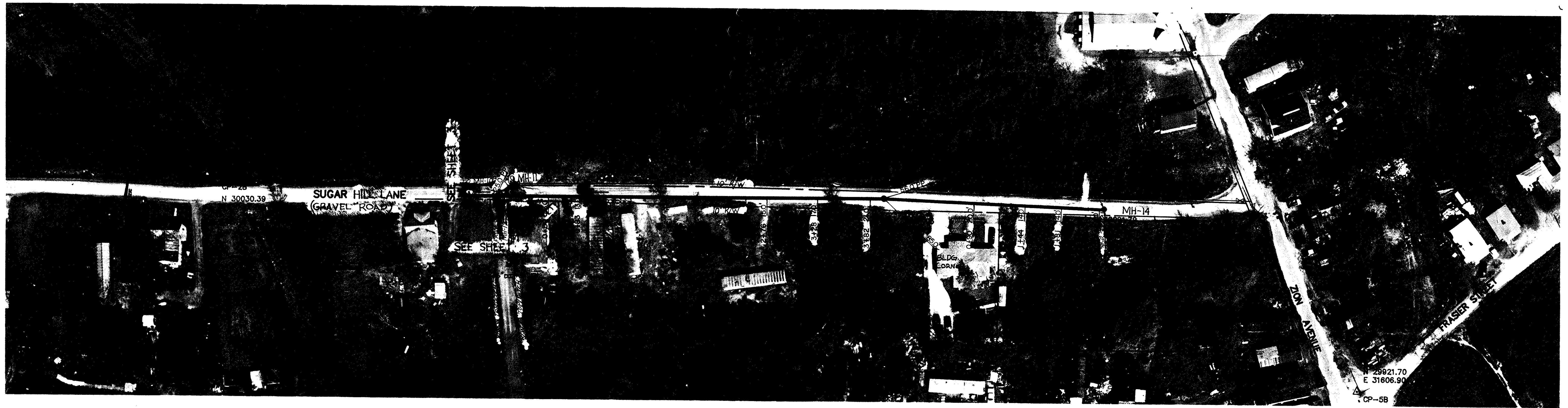


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

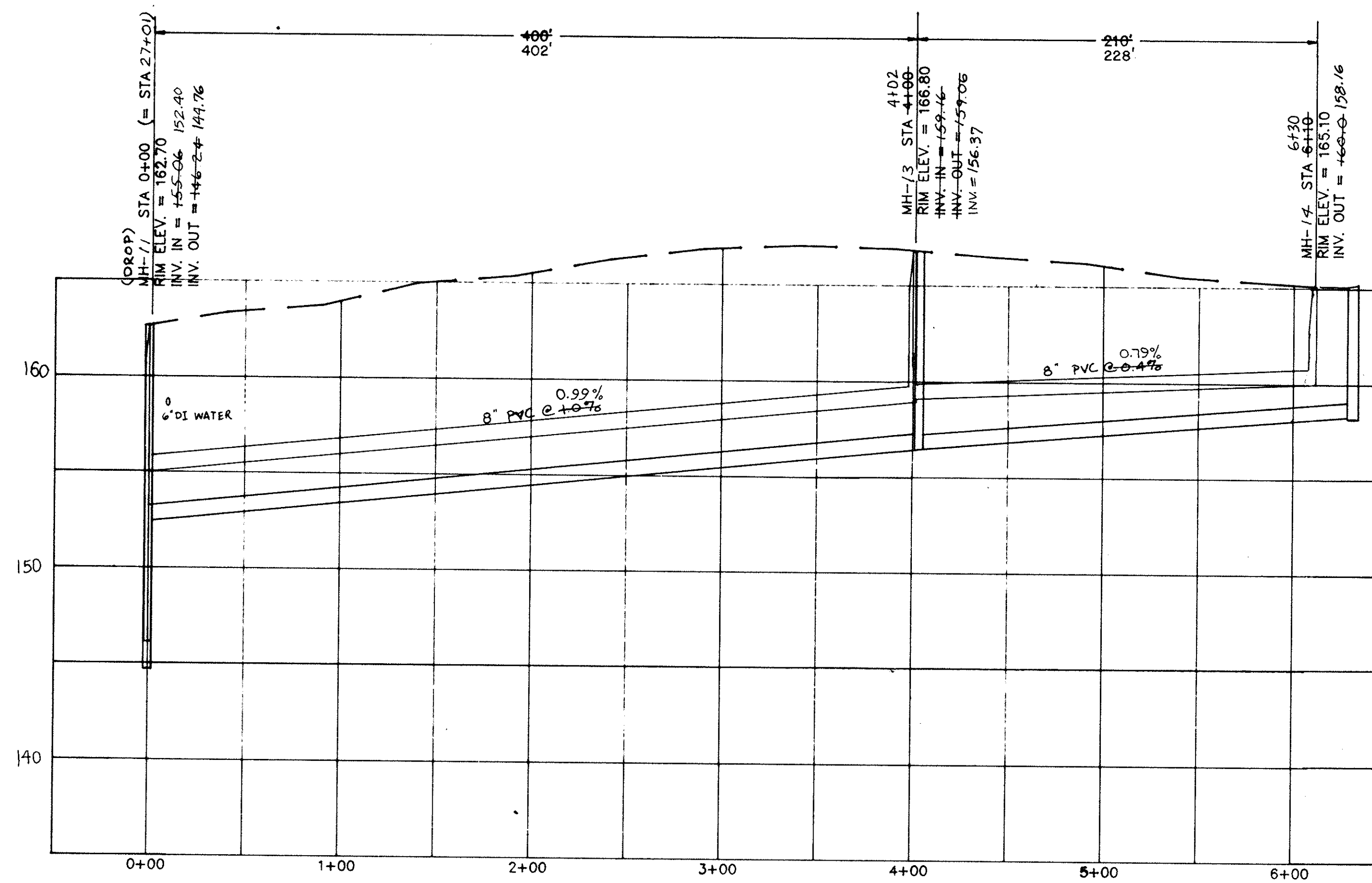
SEWER PLAN & PROFILE
IN AND NEAR SUGAR HILL LANE

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

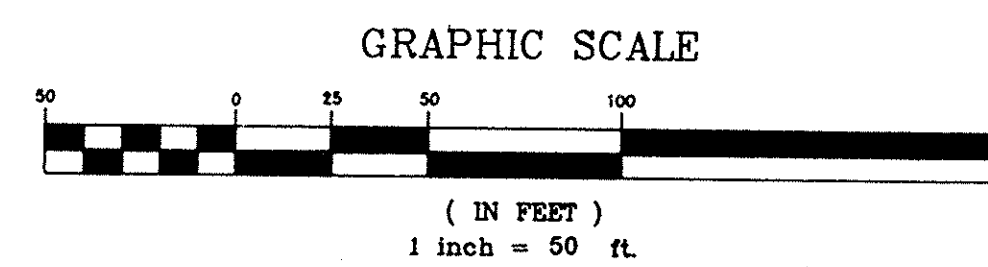
MCM/CAO	SEV/MCM	CL	AT/SHEET
9/18/89	9/18/89	88036-3	3
DATE	SCALE	DWG. NO.	REV. NO.



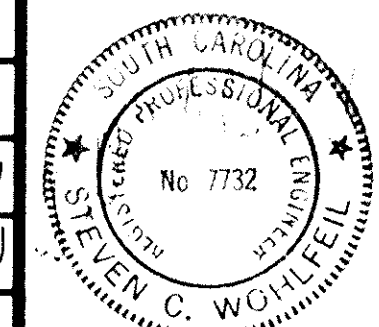
NOTE: ALL LOTS SEE TMS 11115-08
UNLESS OTHERWISE NOTED



SUGAR HILL LANE
MH-11 TO MH-14



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENT	
4	5/15/95	TCW	RECORD DRAWING	
3	7/9/91	MCM	ISSUED FOR BIDS	SAW
2	5/22/91	MCM	GENERAL REVISIONS	SAW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	9/19/89	SEV	ISSUED FOR APPROVAL	



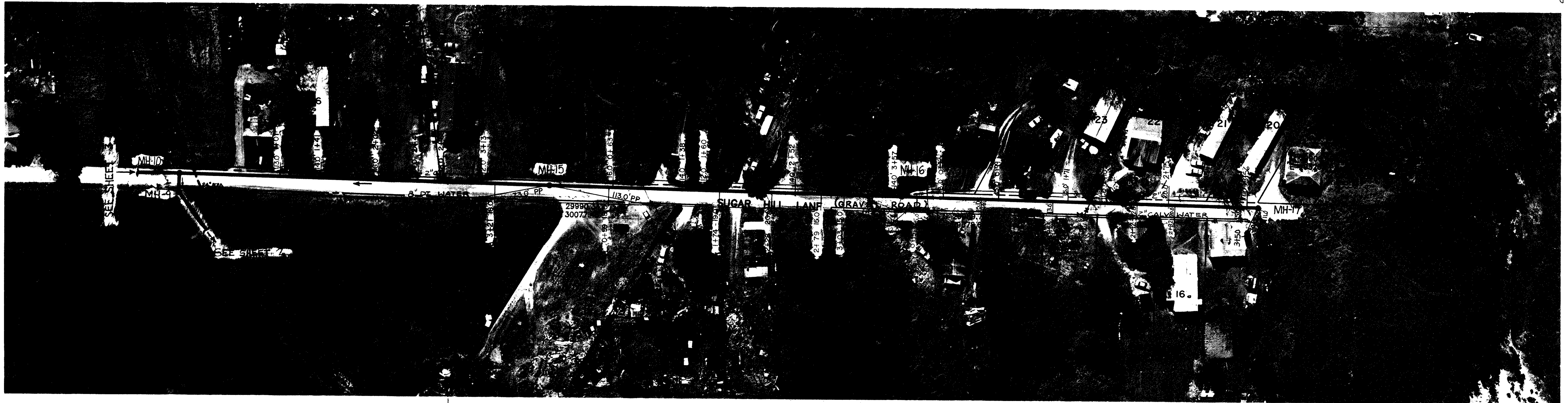
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
SUGAR HILL LANE

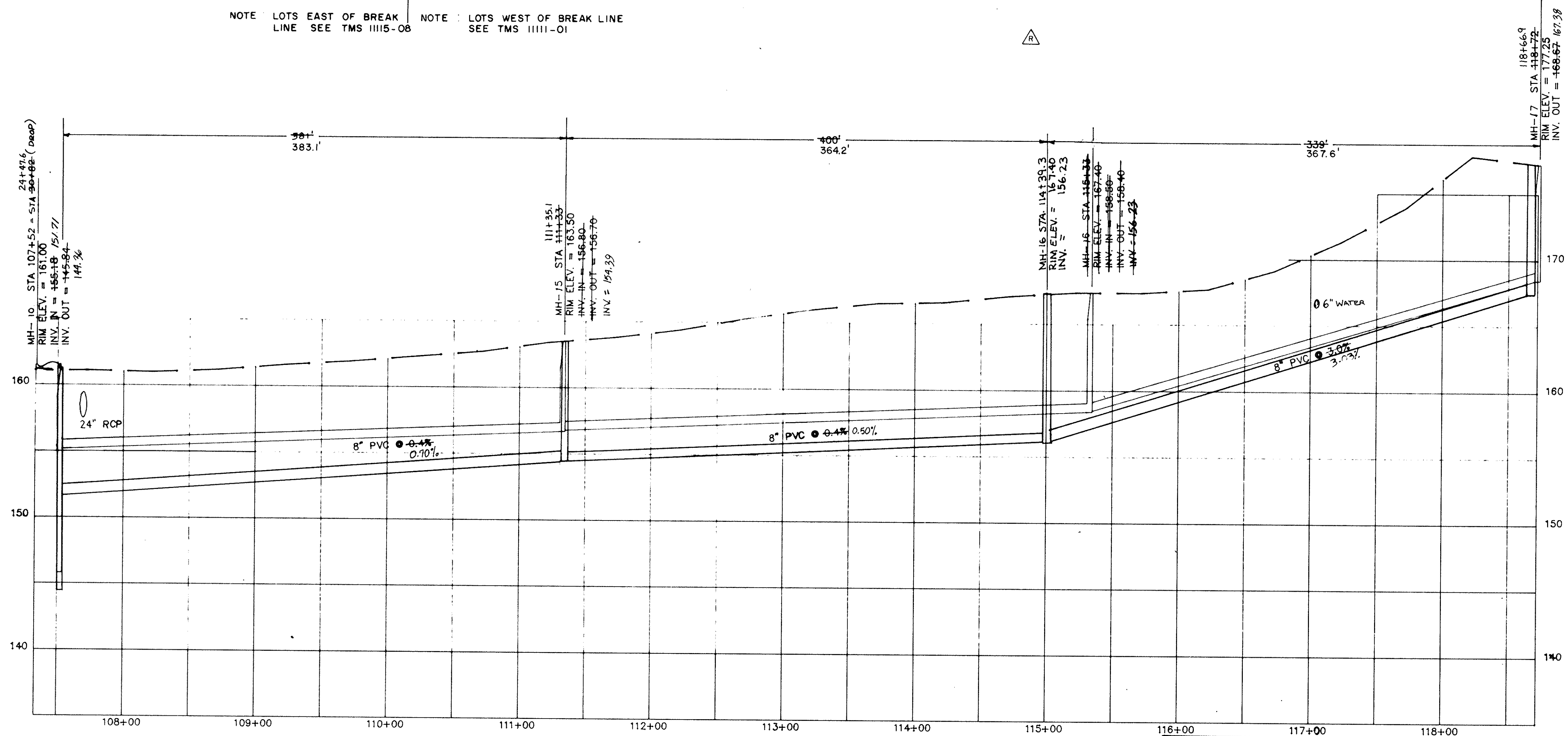
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/CAD	SEV/MCM	TCW	AT/SWH	RETD
9/18/89	9/18/89	9/18/89	9/18/89	9/18/89

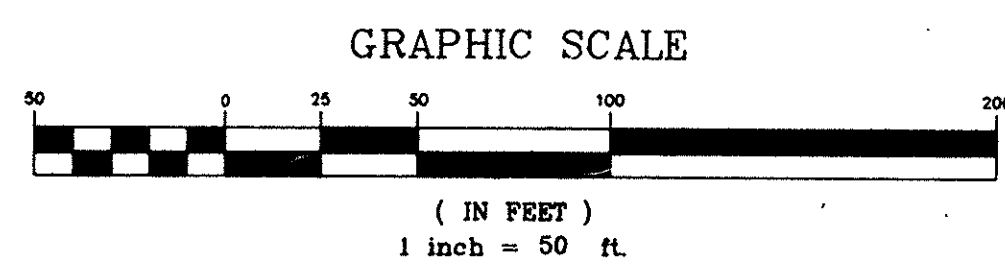
APPROVED



NOTE: LOTS EAST OF BREAK LINE SEE TMS 11115-08
 NOTE: LOTS WEST OF BREAK LINE SEE TMS 11111-01

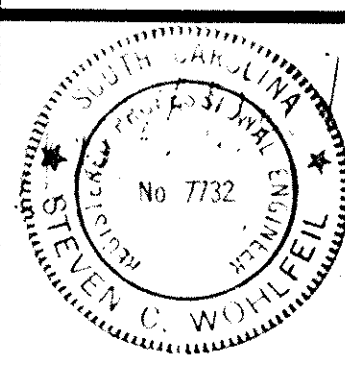


SUGAR HILL LANE
 MH-10 TO MH-17



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	SCW
2	9/22/91	MCM	GENERAL REVISIONS	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	

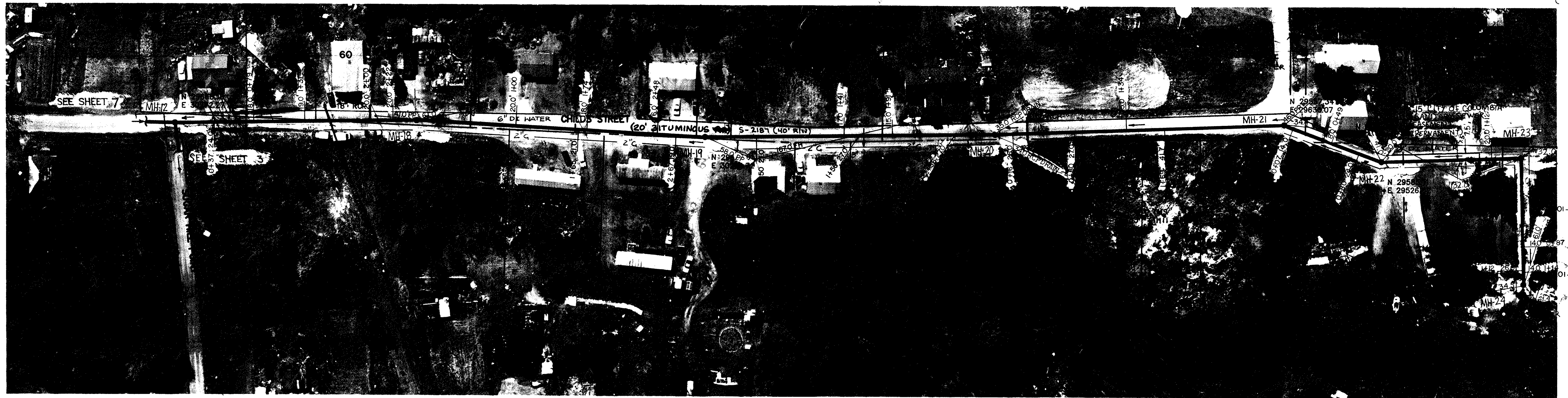


RECORD DRAWING
 ARTHURTOWN SEWER SYSTEM

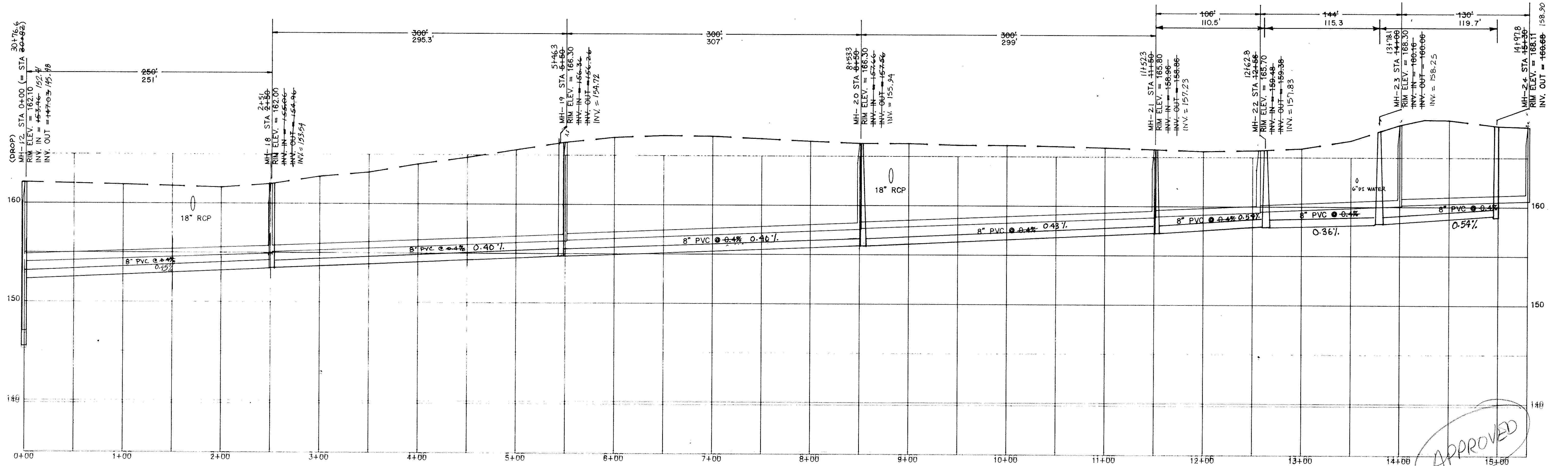
SEWER PLAN & PROFILE
 SUGAR HILL LANE

prime associates, inc.
 engineers planners surveyors
 COLUMBIA SOUTH CAROLINA

NOV/CAD	SEV/MCM	SCW	ATS/JO
DATE	NOV 17-90	CHECK	FILE
SCALE	88036-5	DATE	NOV 17-90

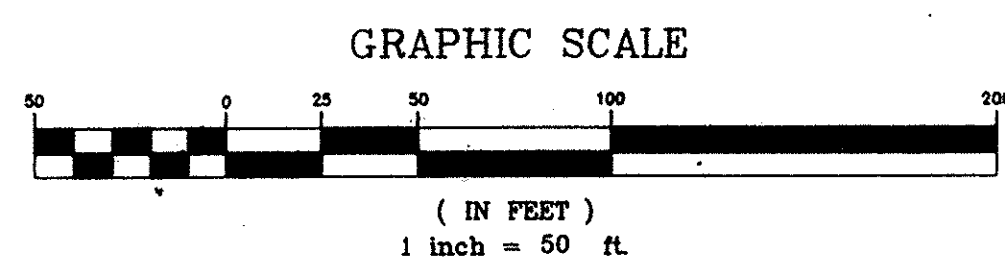


NOTE: ALL LOTS LOCATED ON TMS 11115-08 UNLESS OTHERWISE NOTED

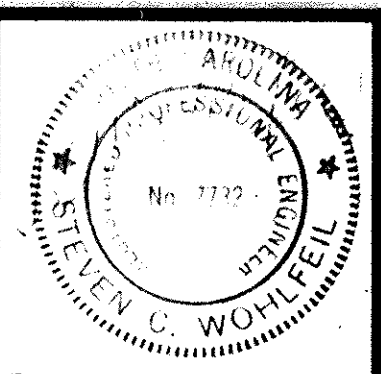


APPROVED

CHILD'S STREET
MH-12 TO MH-24



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SAW
2	5/22/91	MCM	GENERAL REVISIONS	SAW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	3/18/89	SEV	ISSUED FOR APPROVAL	

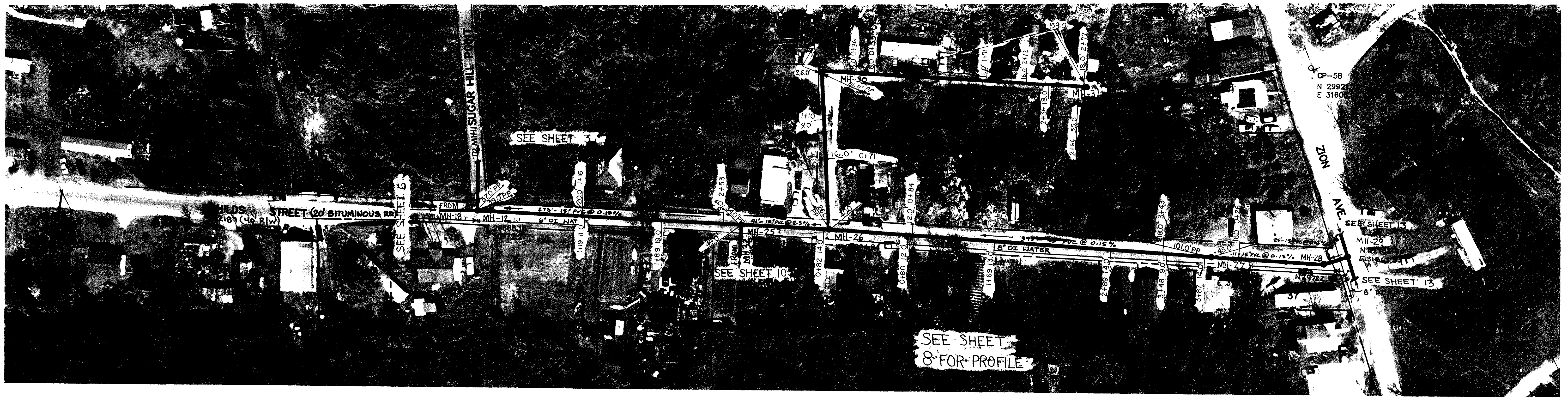


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

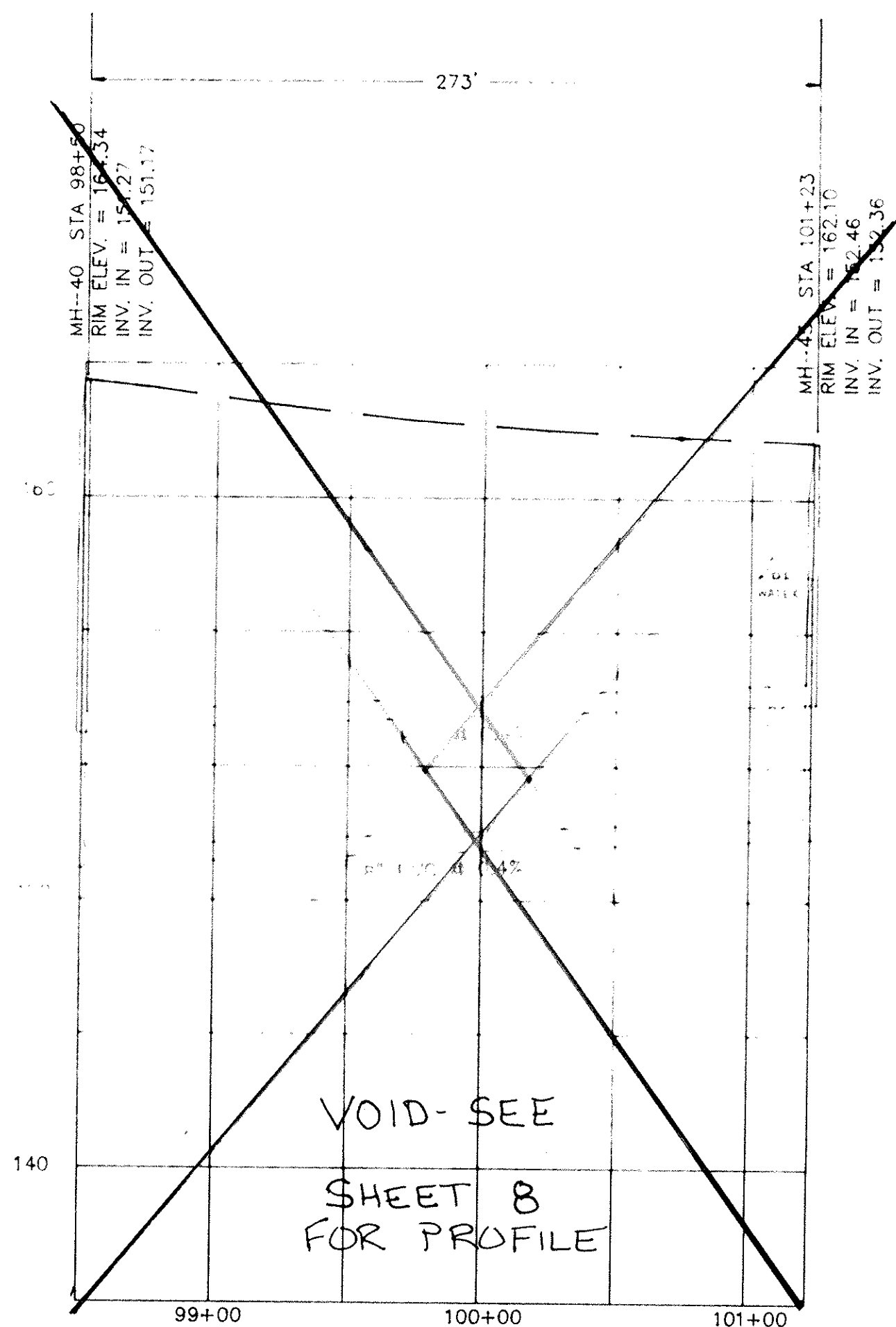
SEWER PLAN & PROFILE
CHILD'S STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NO.	DATE	SCALE	FILE	DATE
88036-6	9/16/91	1"=50'	88036-6	

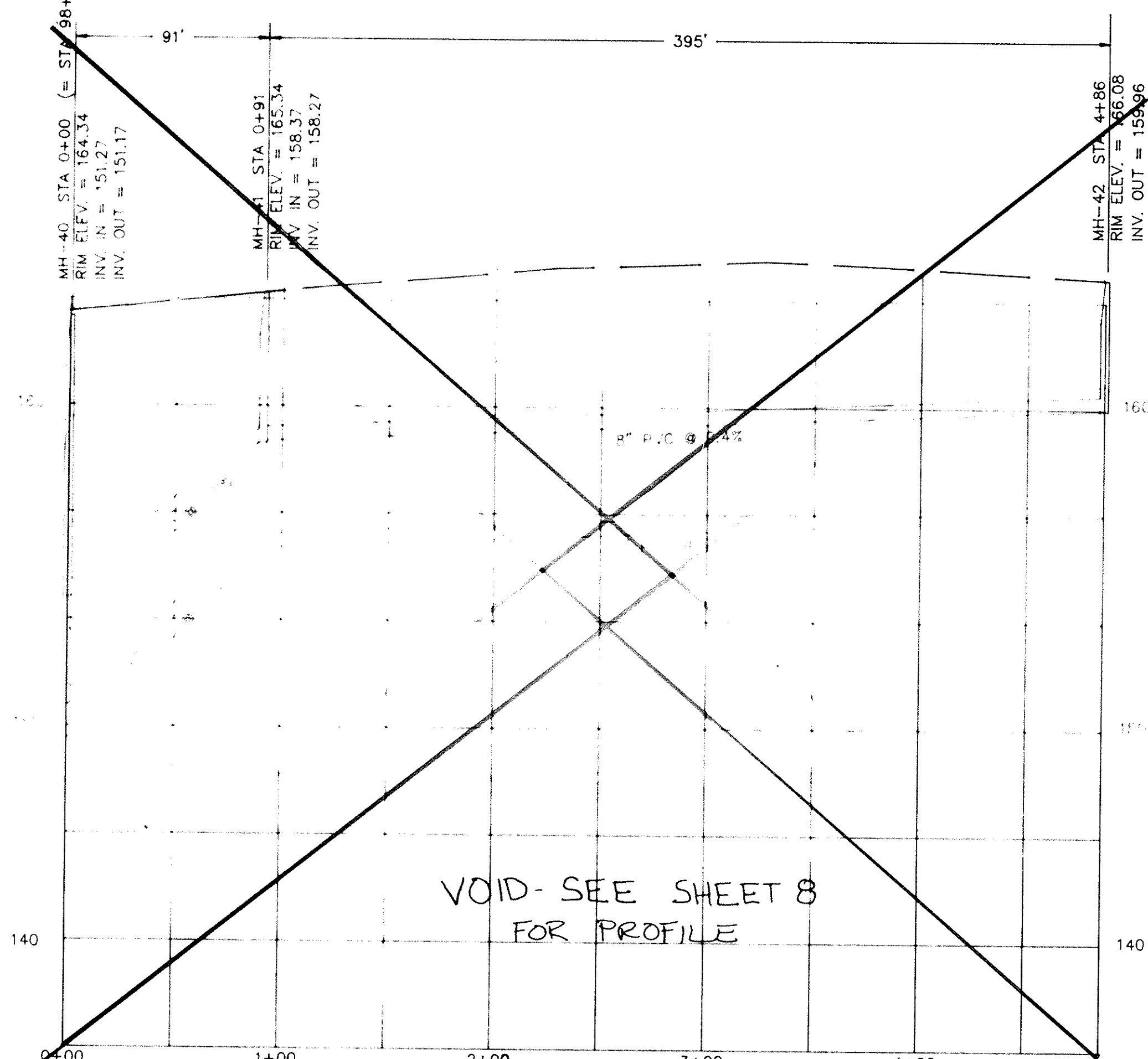


NOTE: ALL LOTS FOUND ON TMS 11115-08



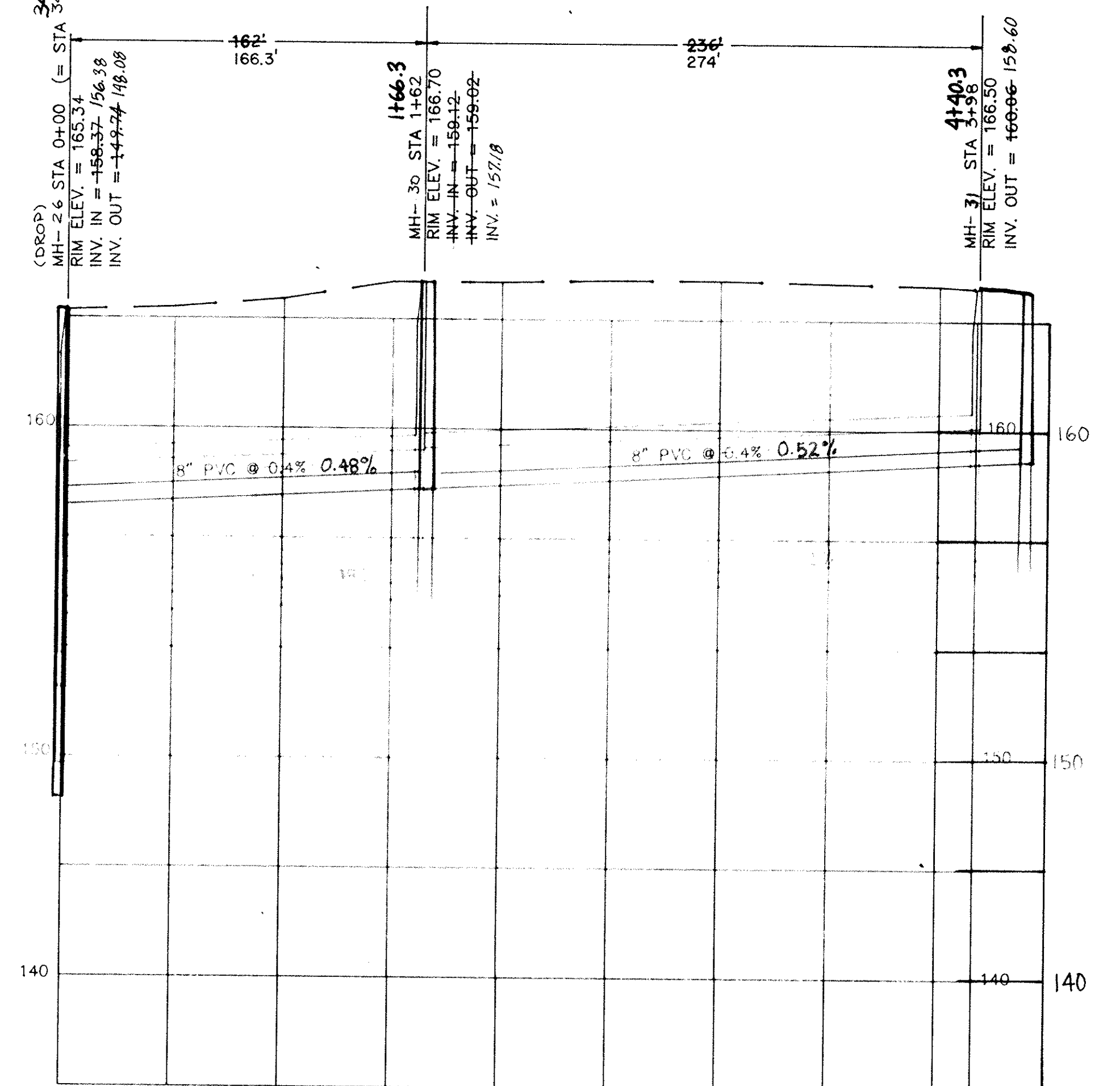
VOID-SEE SHEET 8 FOR PROFILE

CHILD'S STREET
MH 40 TO MH 46

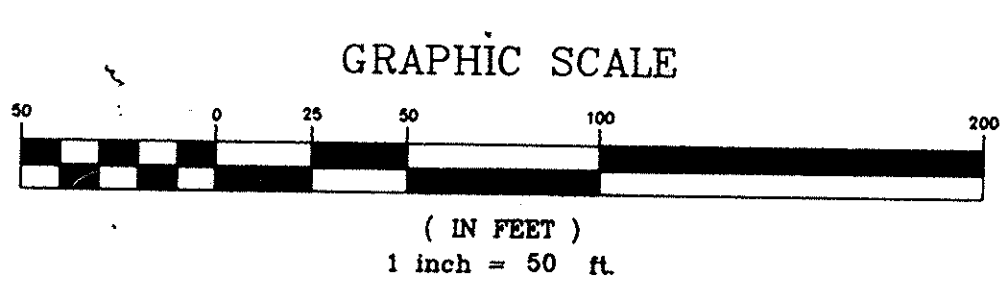


VOID-SEE SHEET 8 FOR PROFILE

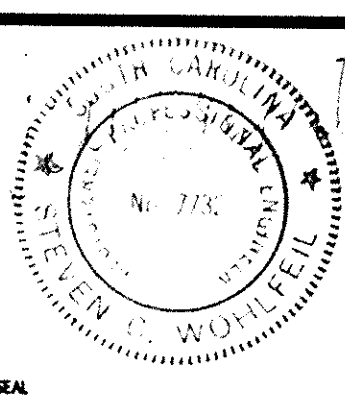
CHILD'S STREET
MH 40 TO MH 42



NEAR CHILD'S STREET
MH-26 TO MH 31



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-41 (2.6)	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	9/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

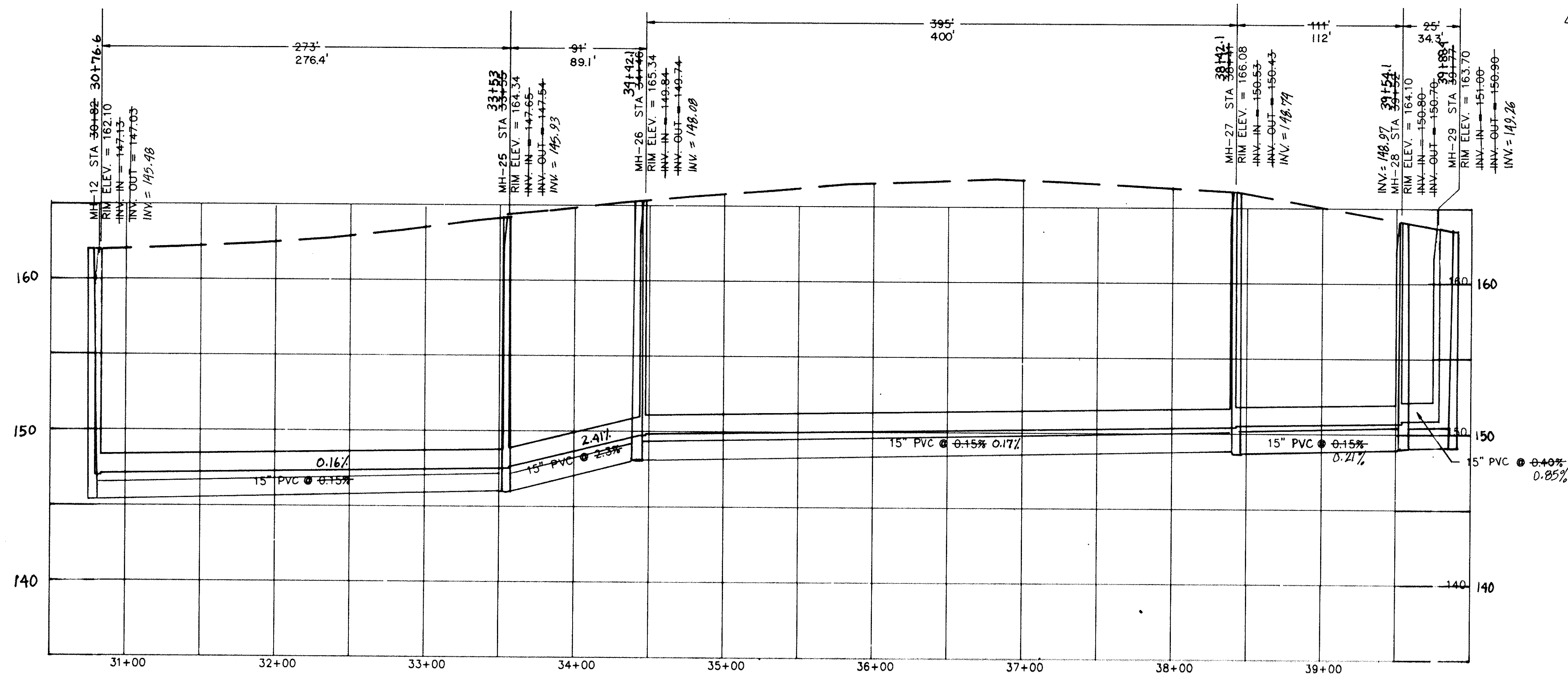
SEWER PLAN & PROFILE
CHILD'S STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/CAO	SEV/MCM	TCW	ATW
9/10/89	9/10/89	9/10/89	9/10/89
88036-7	88036-7	88036-7	88036-7

APPROVED

SEE SHEET 7 FOR PLAN VIEW



CHILD'S STREET
MH-12 TO MH-29

APPROVED

3		TCW	REVISED PER COMMENTS	
5/15/95		TCW	RECORD DRAWING	
7/3/91		MCM	ISSUED FOR BIDS	sw
5/22/91		EAR	ISSUED FOR APPROVAL	sw
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				

STEPHEN C. WOHLFEL

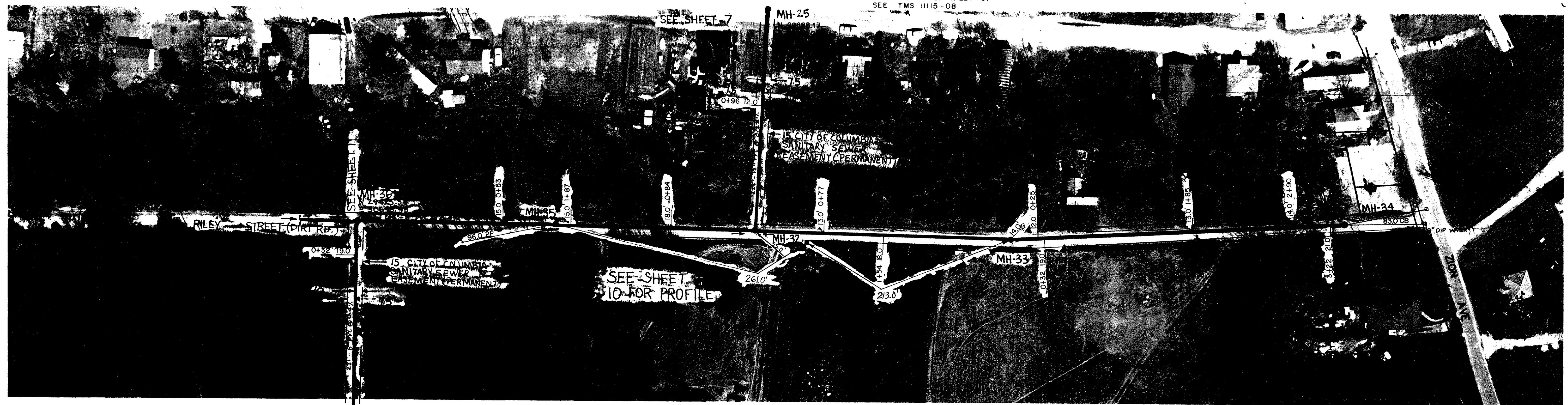
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE MH-12 TO MH-29
CHILD'S STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

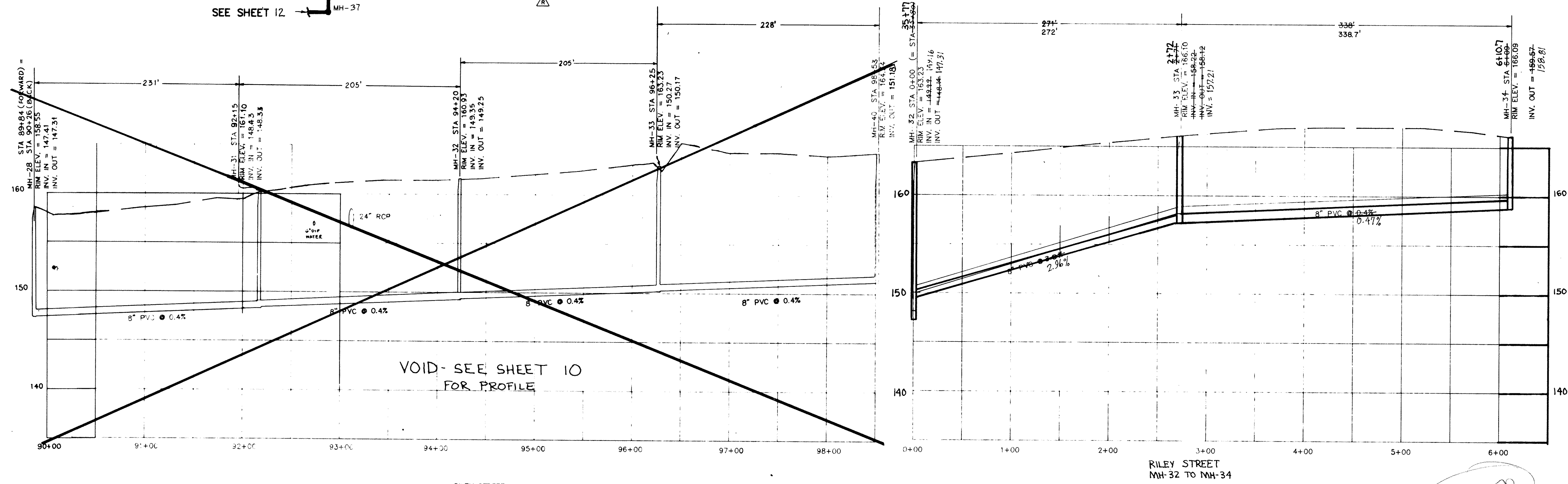
DATE: 5/22/91
SCALE: HORIZ 1"=50'
VERT 1"=5'

88036-8



NOTE LOTS NORTH OF RILEY ST
SEE TMS 1115-08

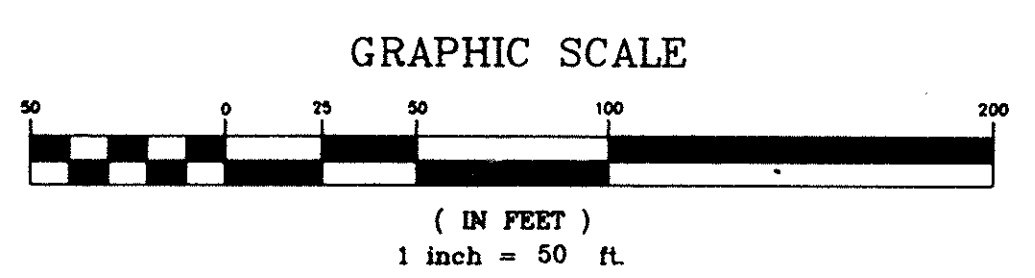
NOTE LOTS SOUTH OF RILEY ST
SEE TMS 1115-07
UNLESS OTHERWISE NOTED



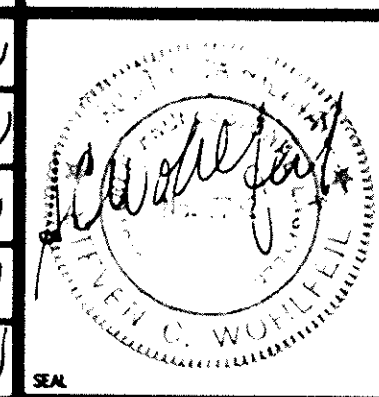
VOID-SEE SHEET 10
FOR PROFILE

RILEY STREET
MH-32 TO MH-34

— RILEY STREET —
— MH-28 TO MH-40 —



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SCW
3	5/21/91	MCM	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TIE-IN AT MH-32 & MH-33	SCW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	SCW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

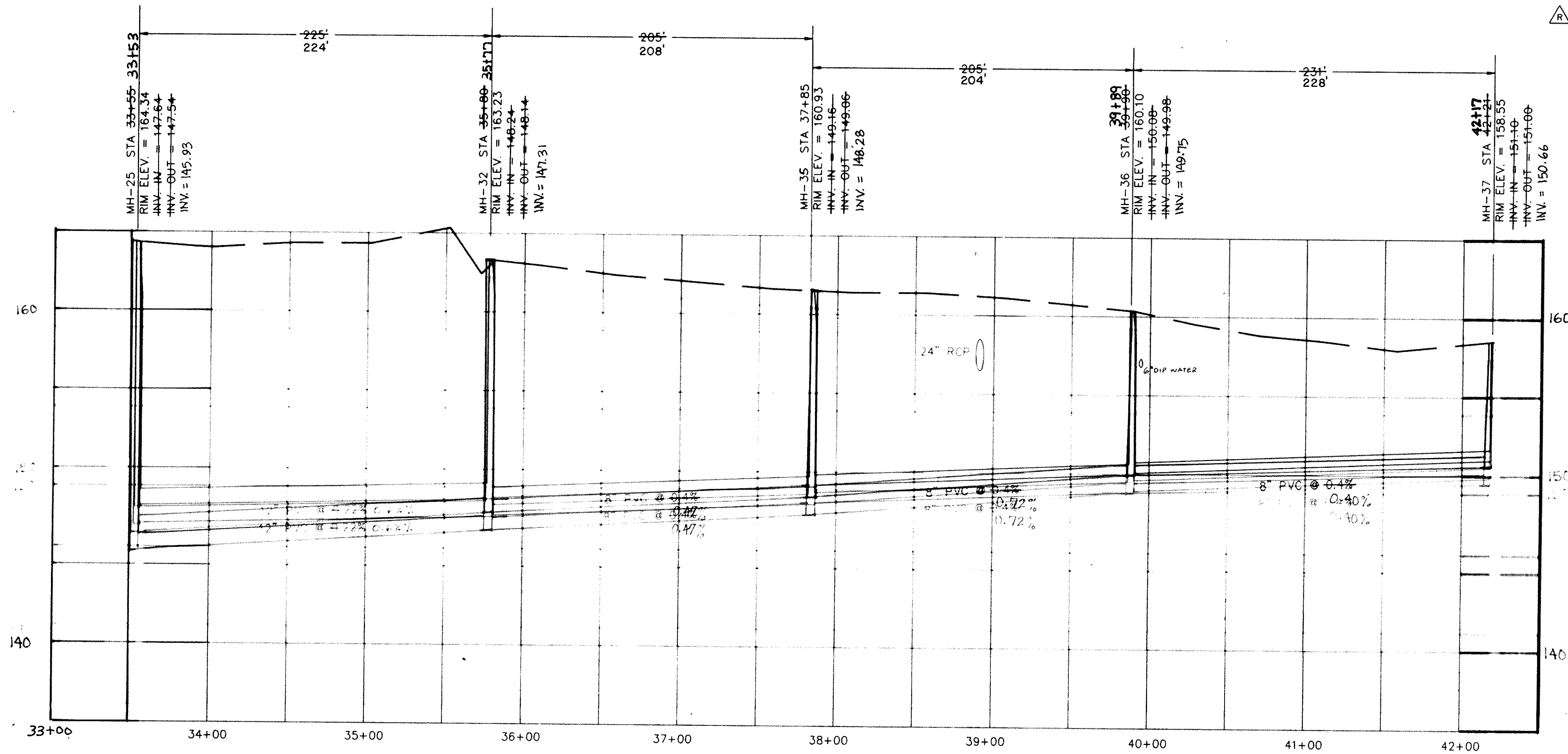
SEWER PLAN & PROFILE
RILEY STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NO.	DATE	BY	DESCRIPTION
1	9/18/89	SEV	ISSUED FOR APPROVAL

APPROVED

SEE SHEET 9 FOR PLAN VIEW



RILEY STREET
MH-25 TO MH-37

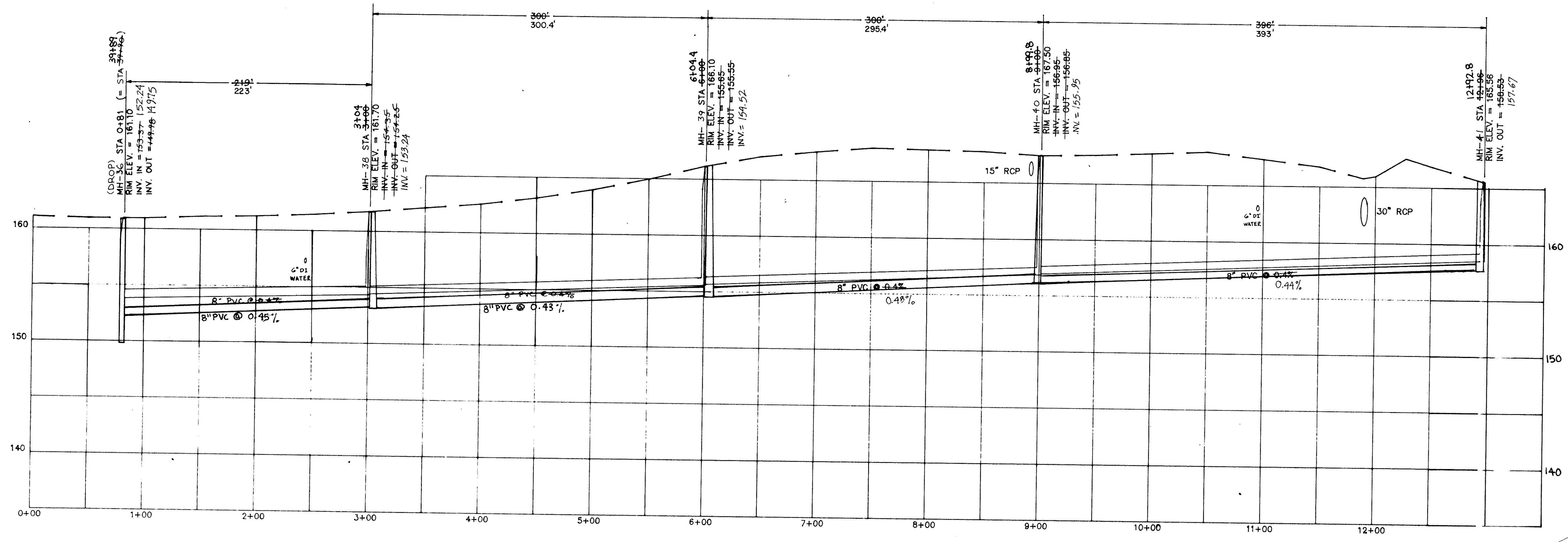
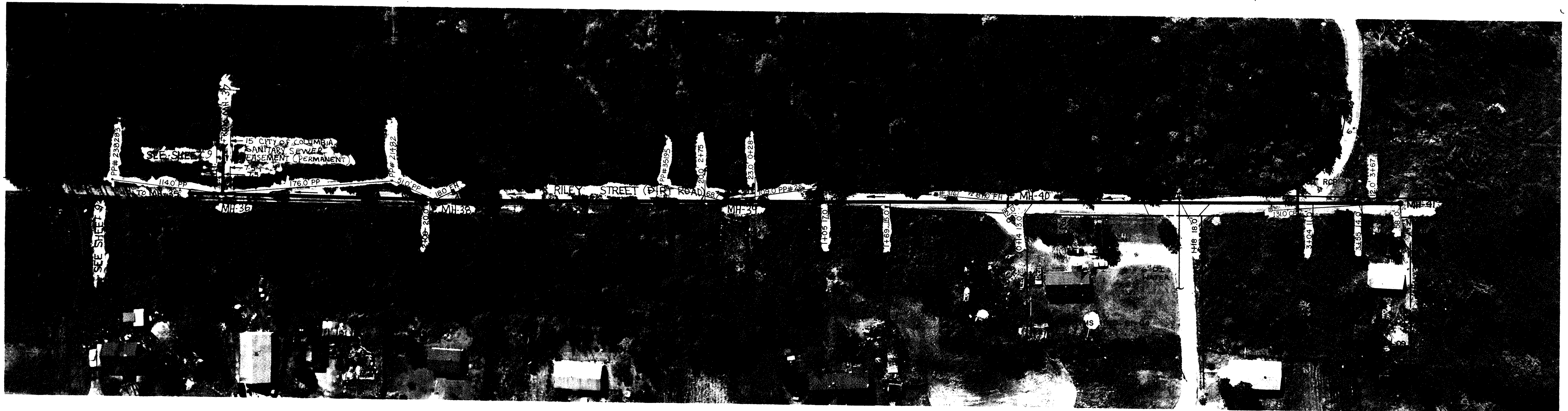
APPROVED

3		TCLW	REVISED PER COMMENTS	
R		5/15/95	TCW	RECORD DRAWING
I		7/3/91	MCM	ISSUED FOR BIDS
O		5/22/91	E.R.	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				

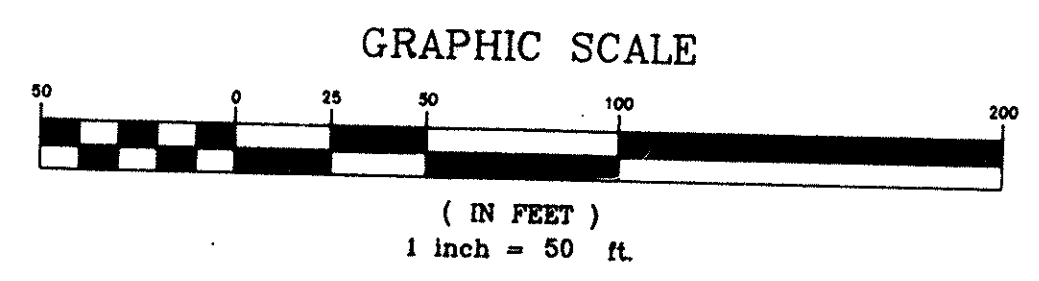
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE MH-25 TO MH-37
RILEY STREET

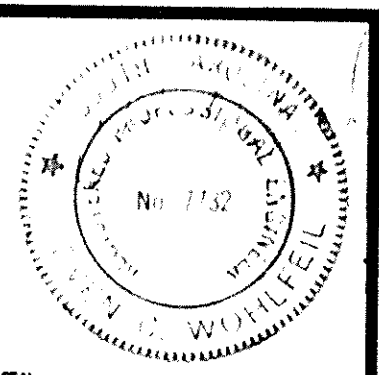
DATE	SCALE	FILE	DATE	SCALE	FILE
5/22/91	HOR 1"=50'	88036-10			



RILEY STREET
MH-36 TO MH-41



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	6/15/95	TCW	RECORD DRAWING	
4	7/8/91	MCM	ISSUED FOR BIDS	SCW
3	3/2/91	EJR	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TB IN @ MH-31	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	1/8/89	SEV	ISSUED FOR APPROVAL	



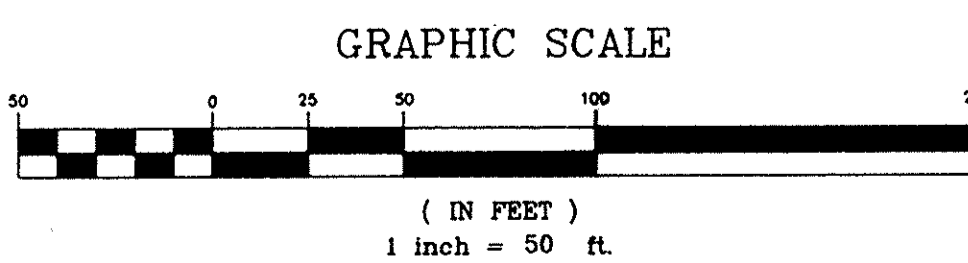
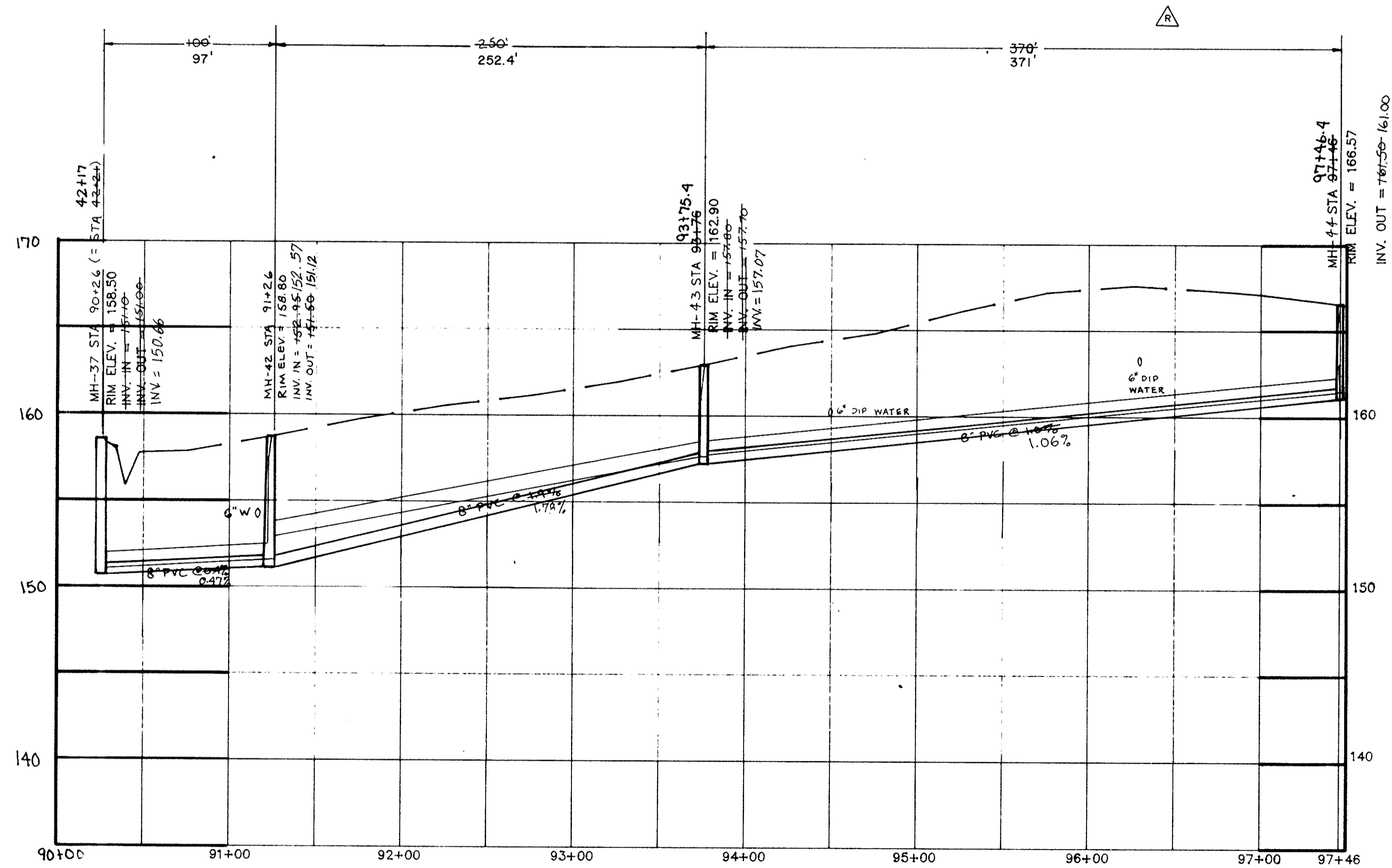
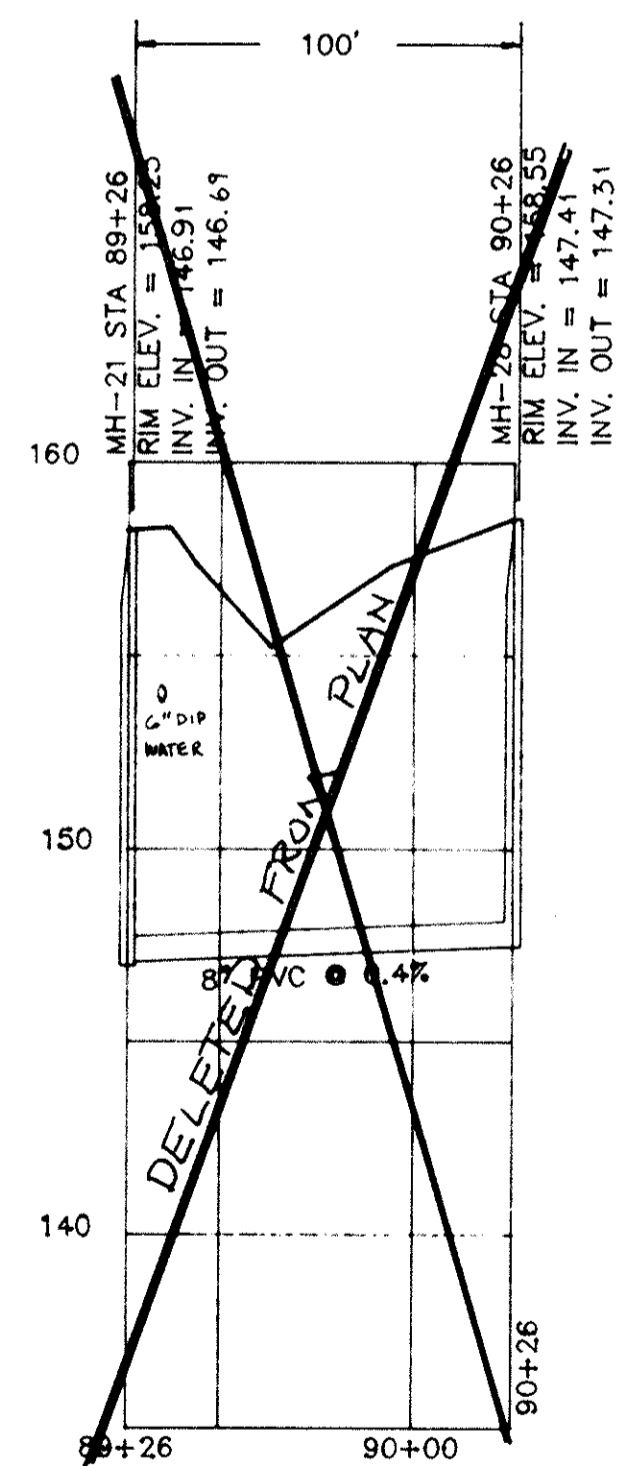
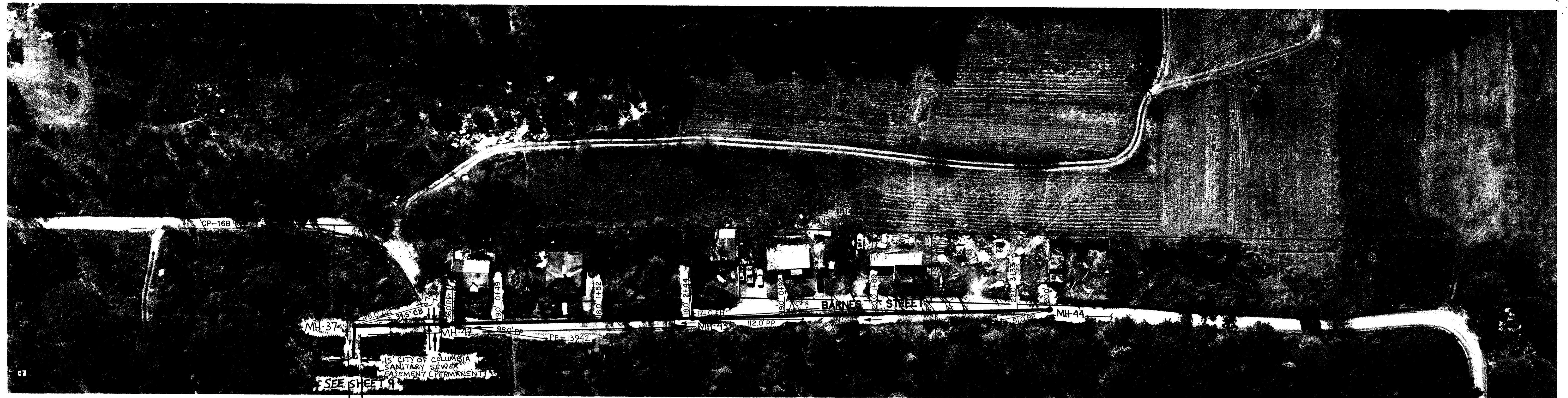
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
RILEY STREET

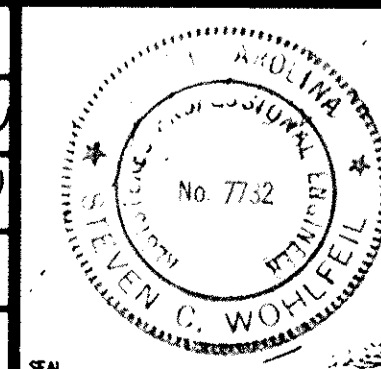
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NOV/CAD	SEV/MCM	SCW	ATRLY	
DRAWN	DESIGN	CHECK	FILE	REVISION
9/18/89	NOV 1'-50"	88036-11		
DATE	SCALE	JOB NO.		

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	Sw
2	5/22/91	EJR	GENERAL REVISIONS	Sw
1	6/10/90	GLB	ISSUED FOR APPROVAL	MW
0	9/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM
 SEWER PLAN & PROFILE
 BARNES STREET

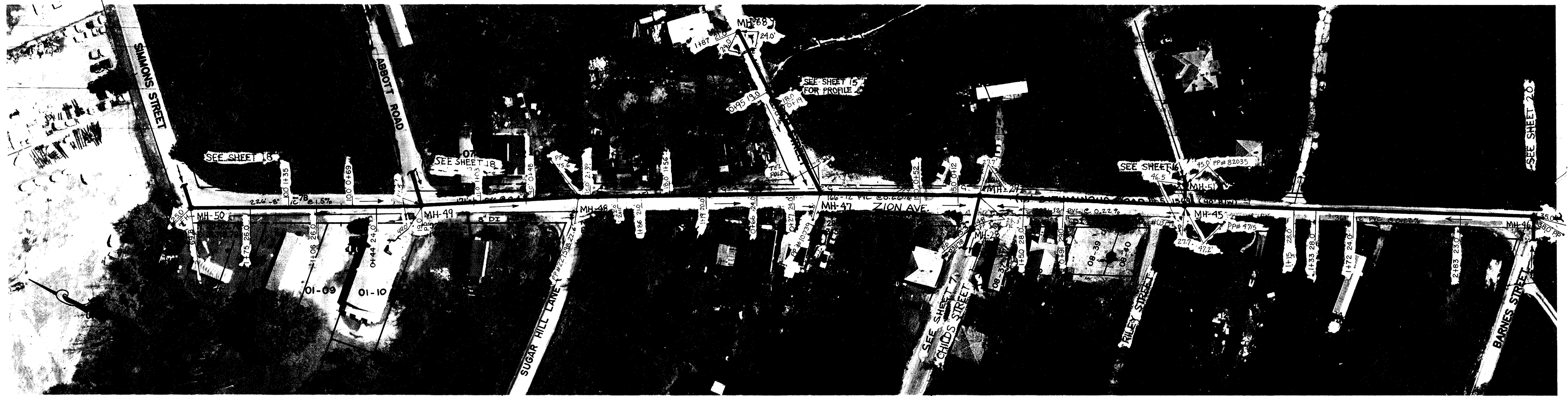
prime associates, inc.
 engineers planners surveyors
 COLUMBIA SOUTH CAROLINA

NO. / CAD	SEV / MCM	SCW	ATB / NSI
DATE	SCALE	REV. NO.	METHOD

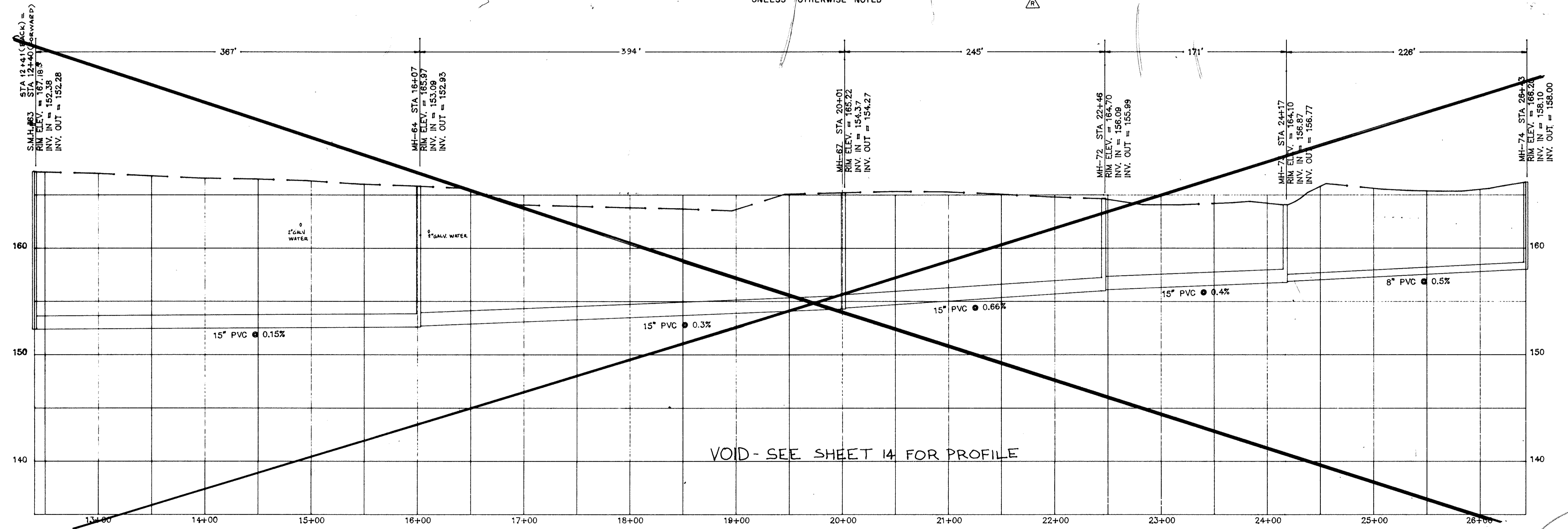
7/10/95
 1" = 50'
 88036-12

APPROVED

SEE SHEET 15

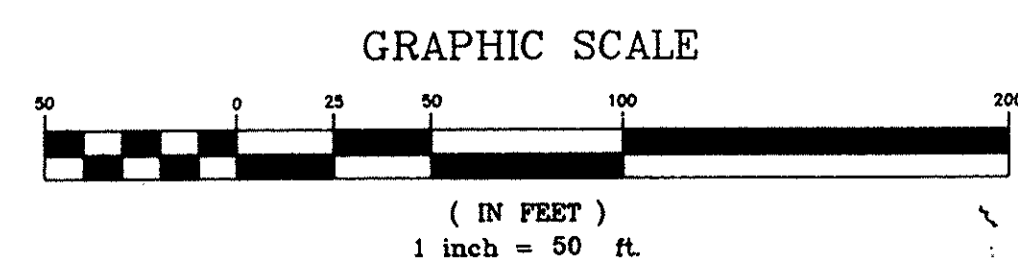


NOTE: ALL LOTS LOCATED ON TMS 11115 UNLESS OTHERWISE NOTED



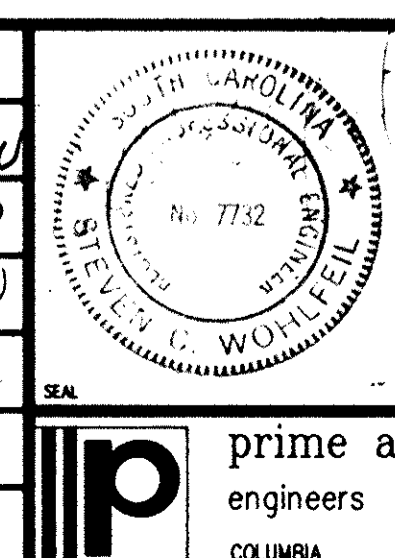
VOID - SEE SHEET 14 FOR PROFILE

ZION AVE
MH-63 TO MH-74



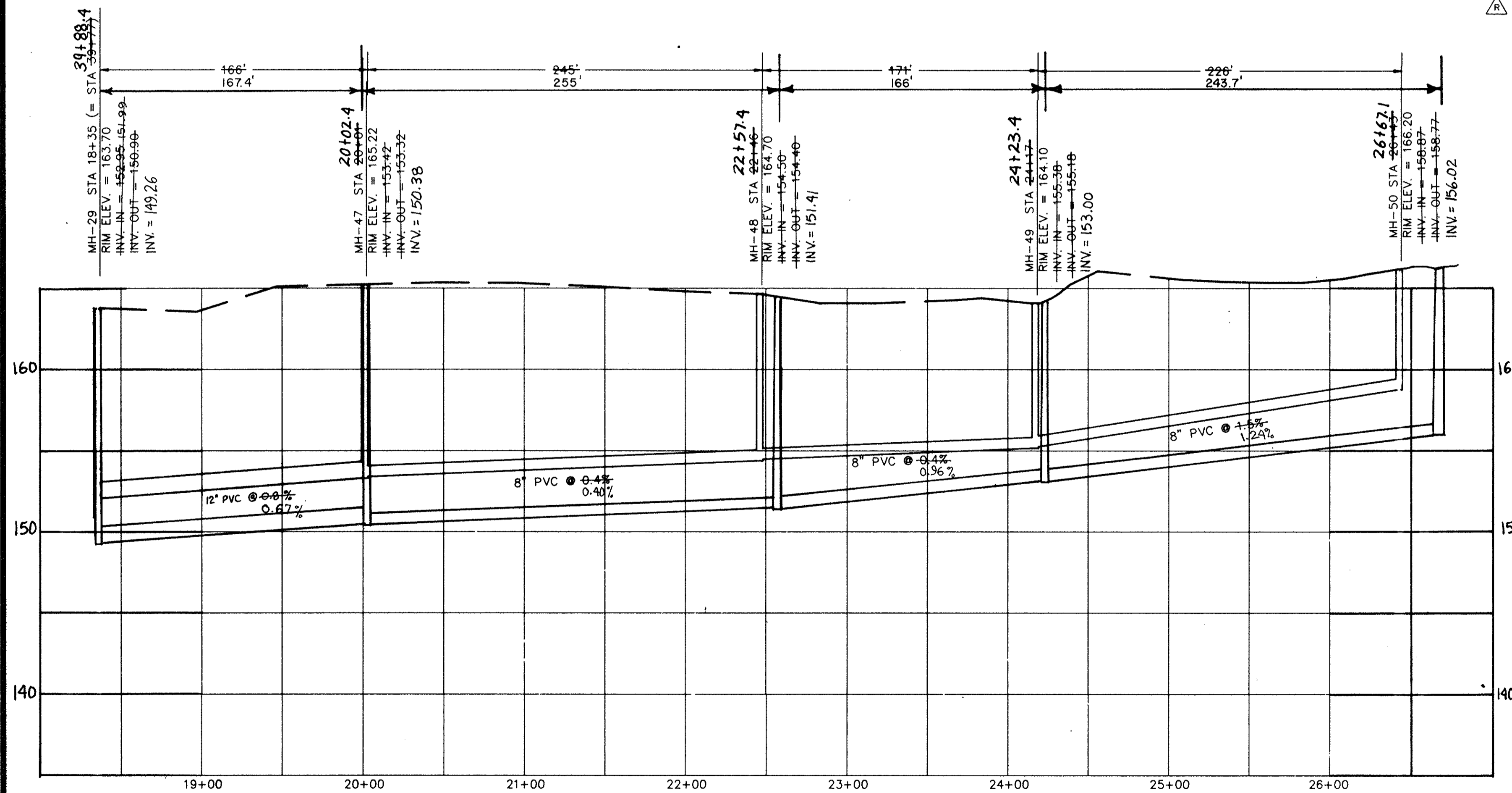
APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3	7/5/91	MCM	ISSUED FOR BIDS	SW
2	5/27/91	EJR	GENERAL REVISIONS	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	2/18/89	SEV	ISSUED FOR APPROVAL	SW

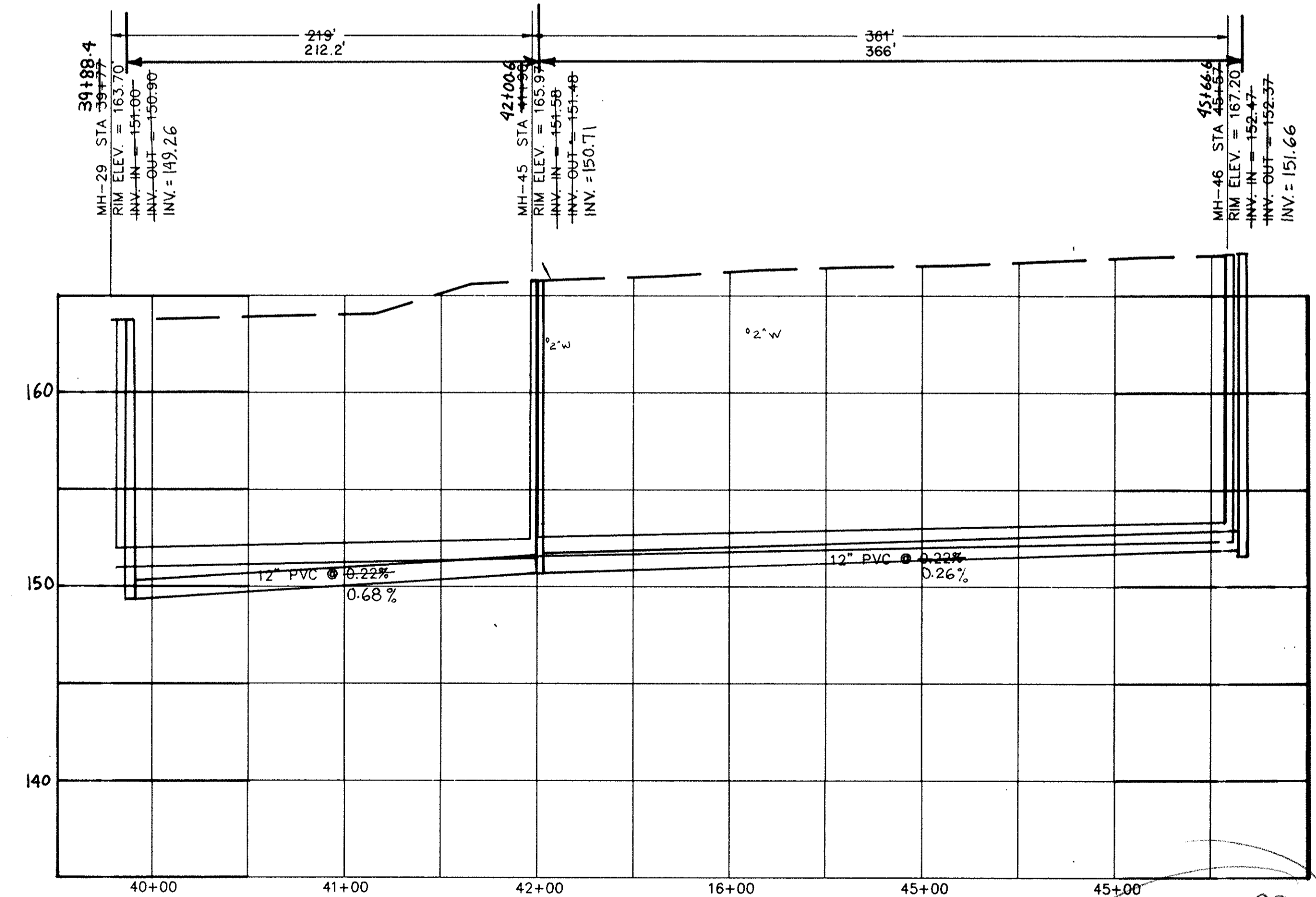


SEWER PLAN & PROFILE ZION AVENUE		MCM/CAO	SEV/MCM	SCW	ATZON	RTD
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA		9/18/89	88036-13	1"=5'	88036-13	1"=5'

SEE SHEET 13 FOR PLAN VIEW



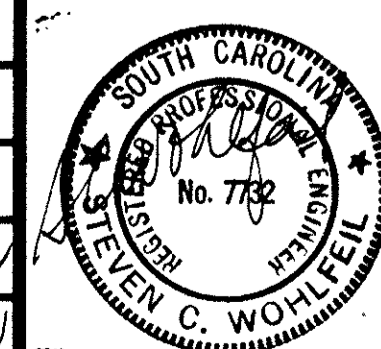
ZION AVE
MH-29 TO MH-50



ZION AVE
MH-29 TO MH-46

APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	SW
0	5/22/91	EJR	ISSUED FOR APPROVAL	SW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE MH-29 TO MH-50
ZION AVENUE

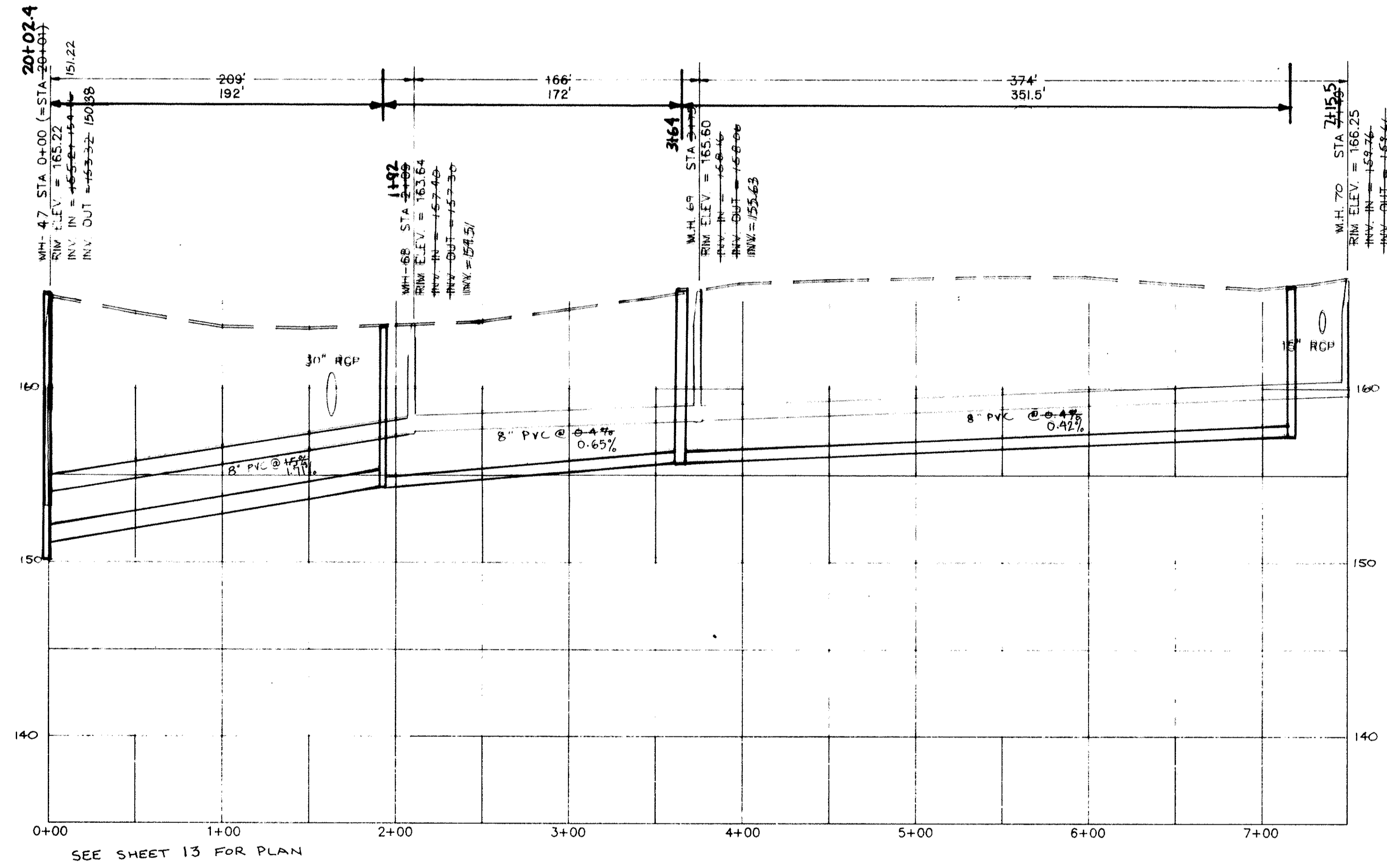


prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

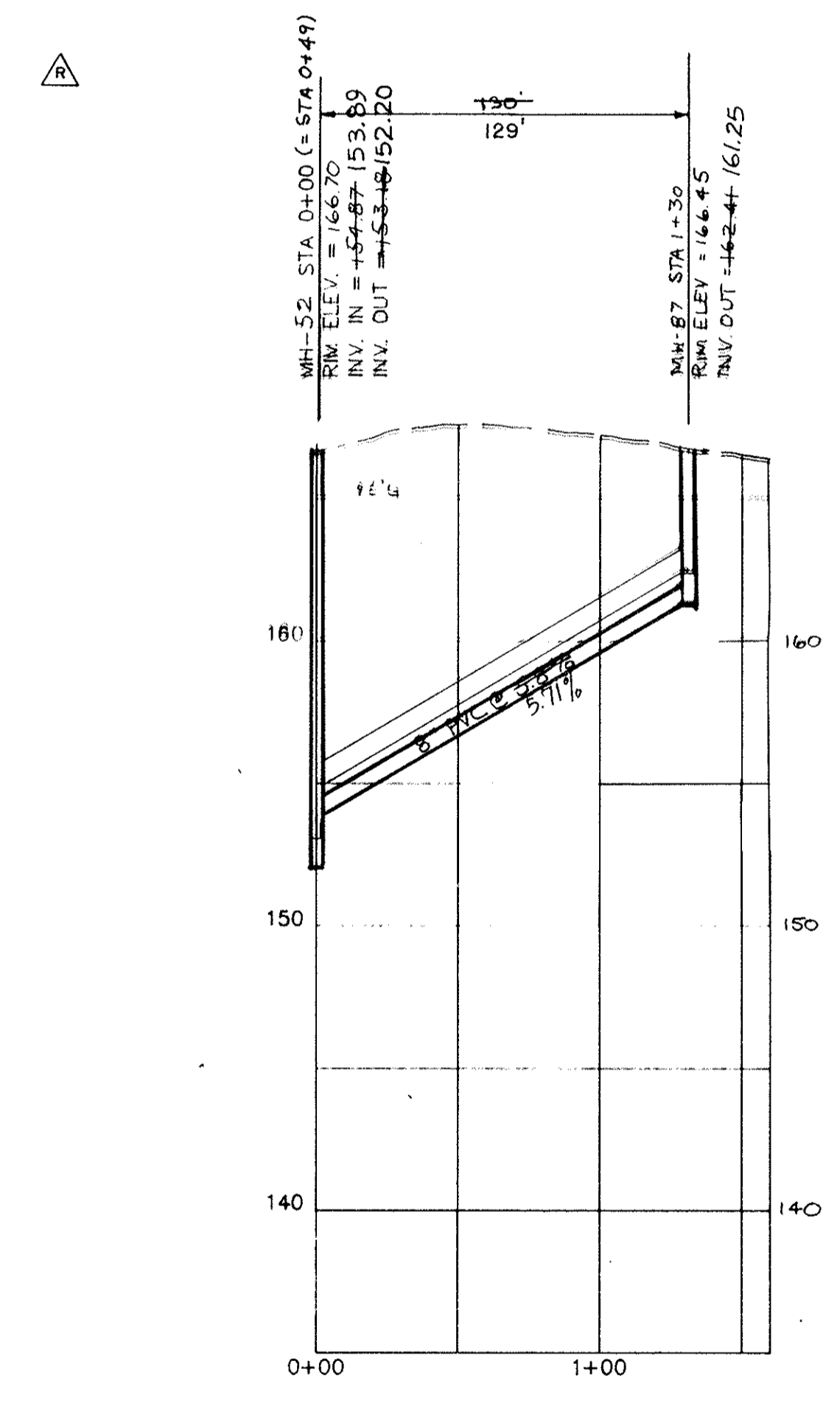
E.A./C.A.D.	SCW/E.A.R.	SCW	ATZ/PRO	RETRD
5/22/91			88036-14	



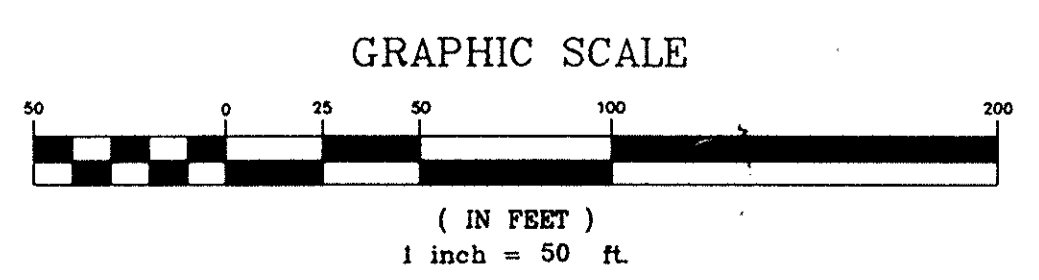
NOTE: ALL LOTS SOUTH OF FRASIER STREET ARE LOCATED ON TMS 1115



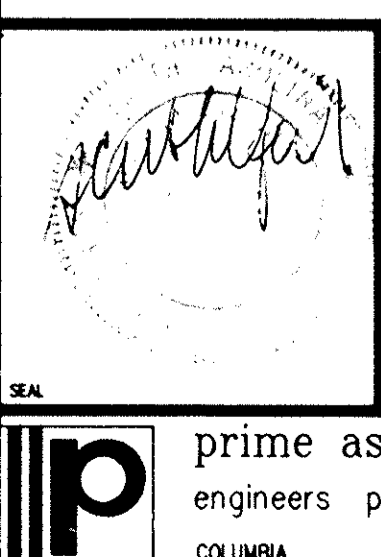
FRASIER ST.
MH-47 TO MH-70



NEAR ZION AVE
MH-52 TO MH-87
SEE SHEET 20 FOR PLAN



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	slw
2	5/22/91	EJR	GENERAL REVISIONS	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	slw

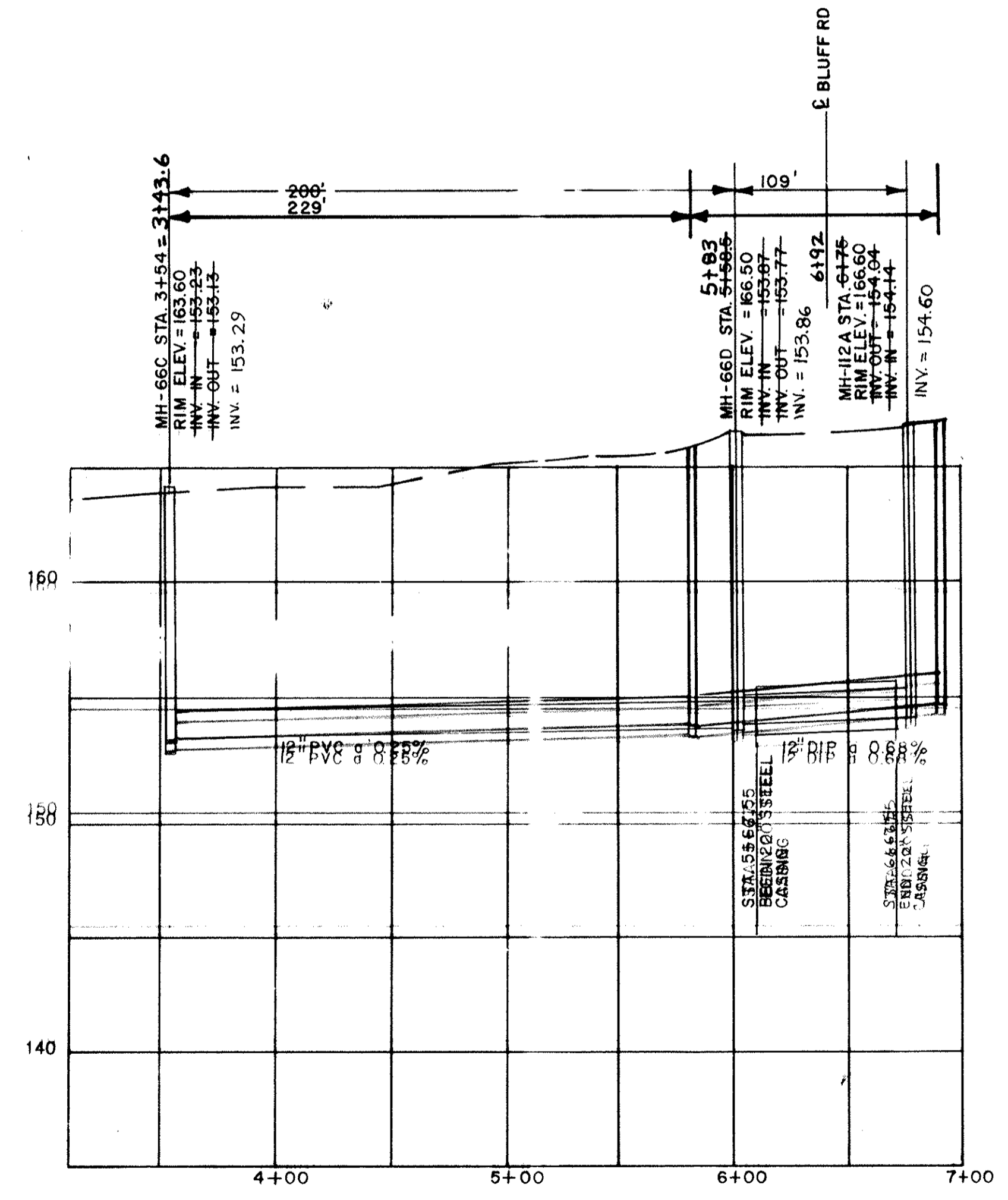
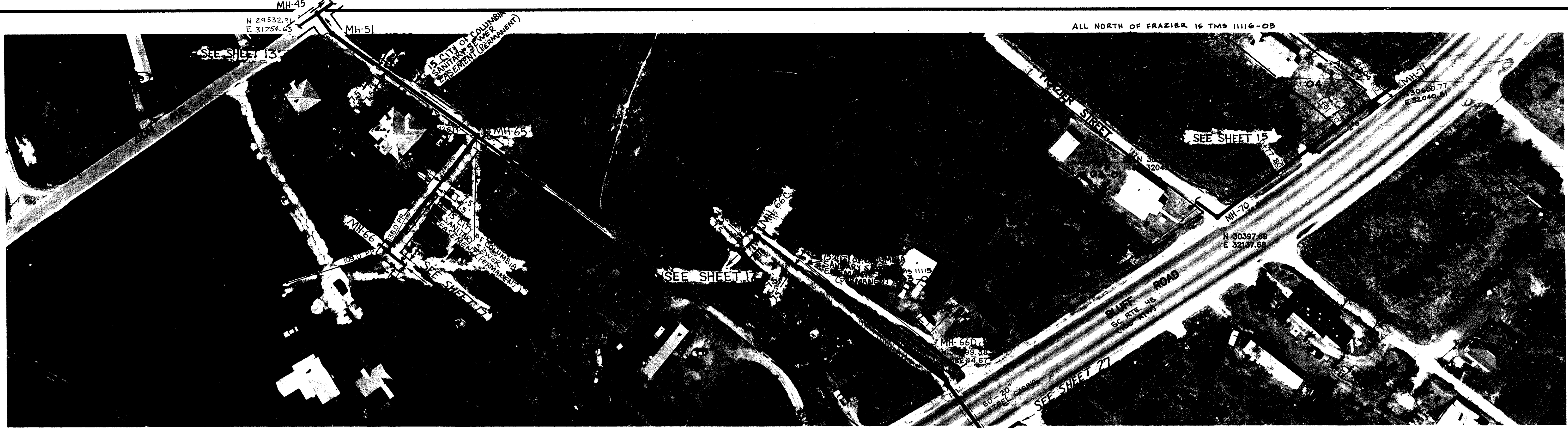


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

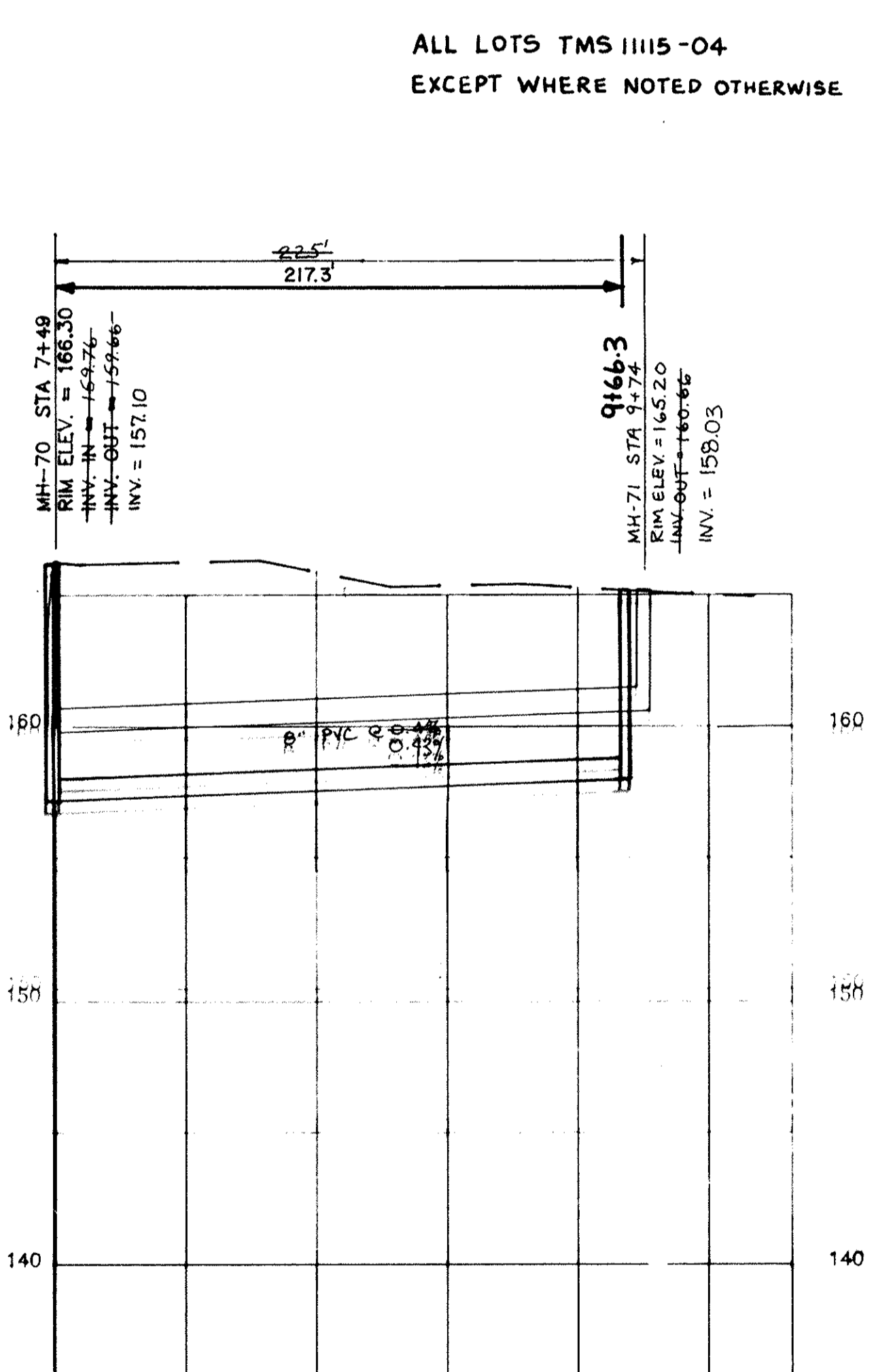
SEWER PLAN & PROFILE
FRASIER STREET

prime associates, inc. engineers planners surveyors		MCM/CAO	SEV/MCM	SCW	ATRTZ	RETRD
COLUMBIA	SOUTH CAROLINA	DATE	9/18/89	88036-15	SCALE	1"=50'

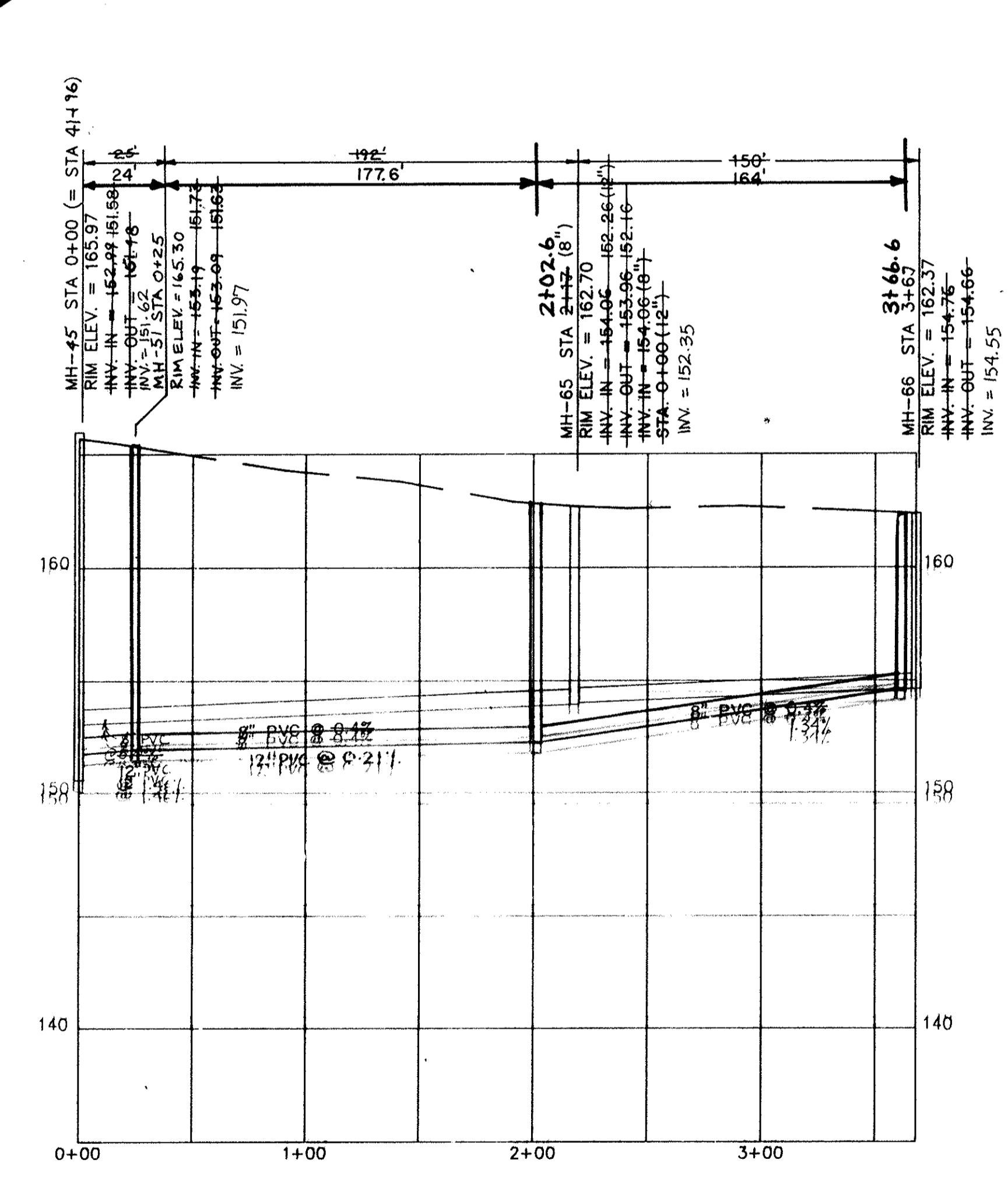
APPROVED



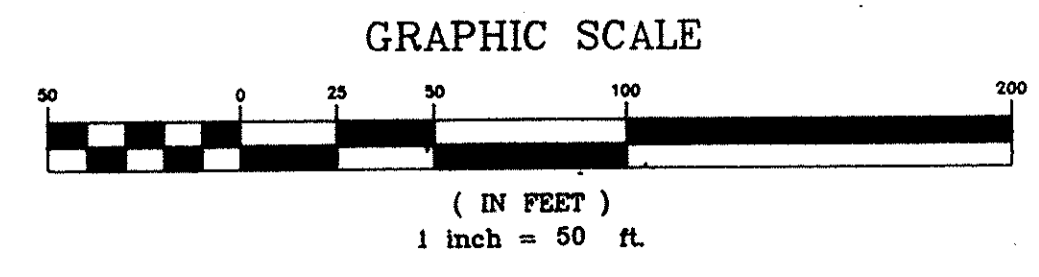
NEAR BLUFF ROAD
MH-66C TO MH-66D



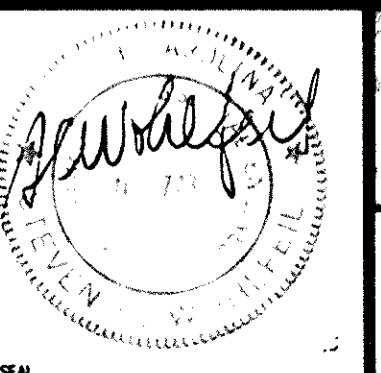
BLUFF ROAD
MH-70 TO MH-71



OFF ZION AVENUE
MH-45 TO MH-66



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
R	5/15/95	TCW	RECORD DRAWING	
4	11/19/94	CEC	CHANGED 8" TO 12" OFF ZION AVENUE	
3	7/3/91	MCM	ISSUED FOR BIDS	sw
2	5/22/91	EJR	GENERAL REVISIONS	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	8/18/88	SEV	ISSUED FOR APPROVAL	sw

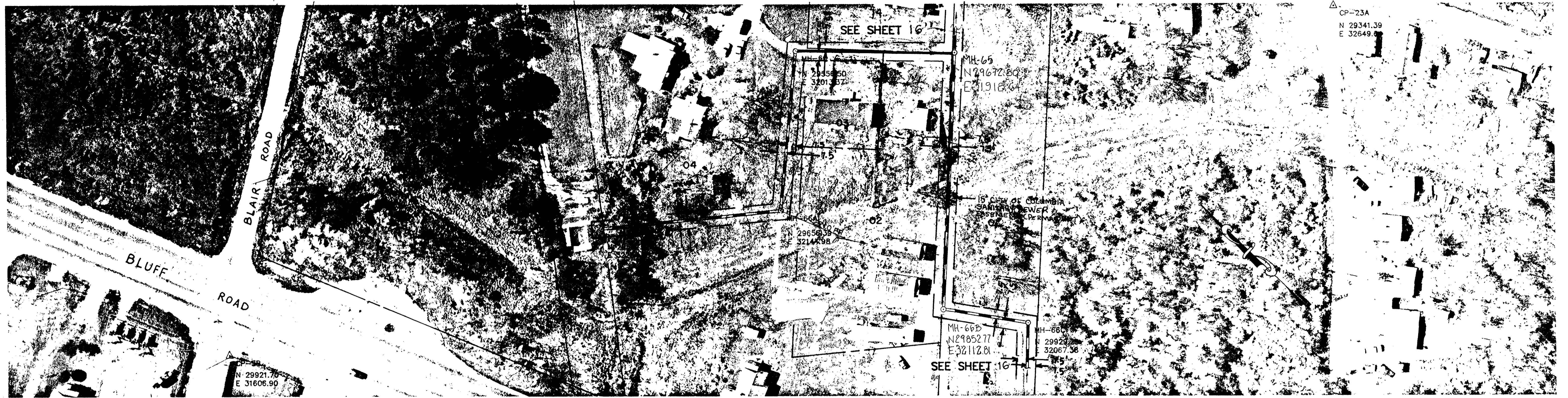


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

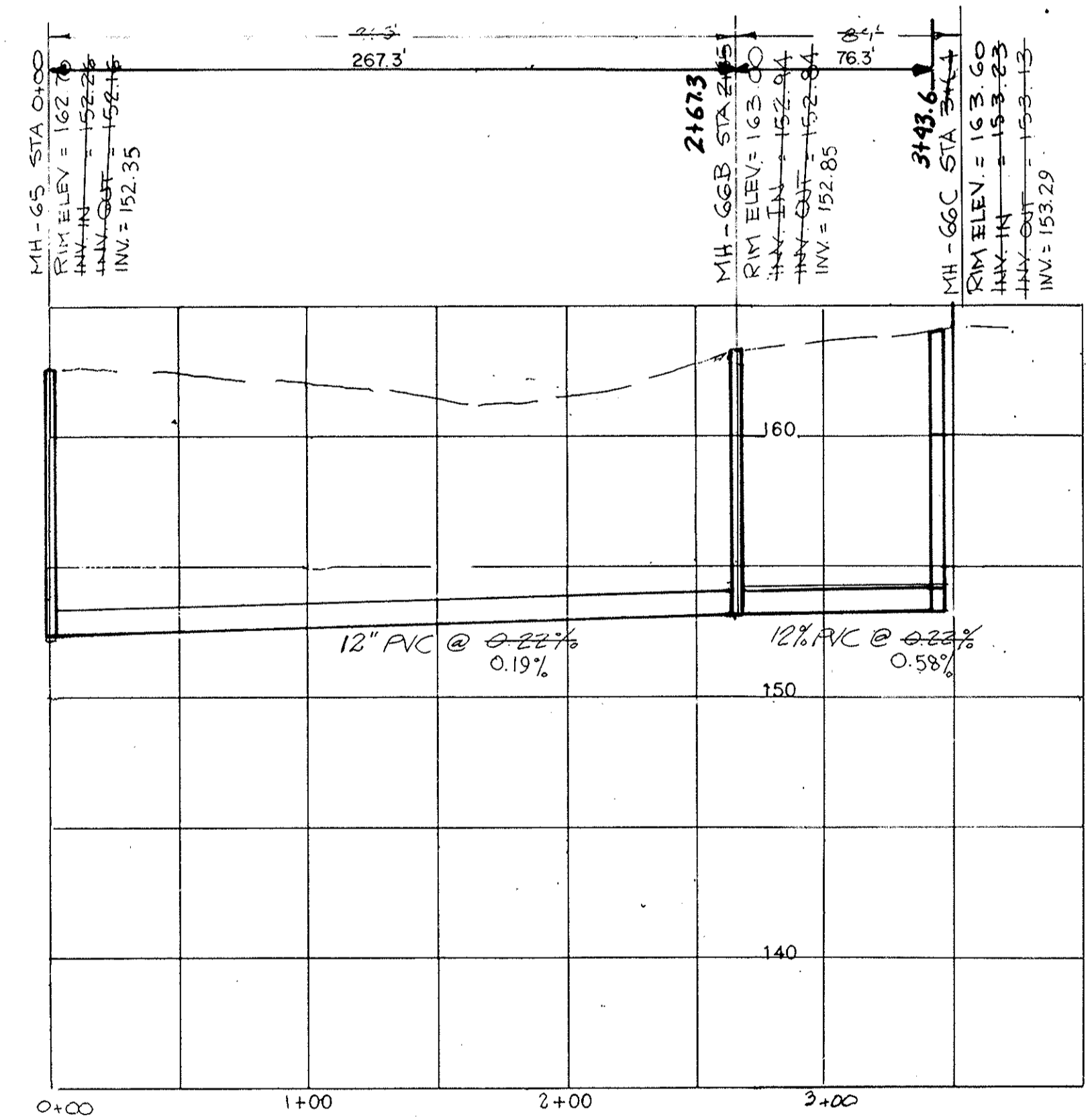
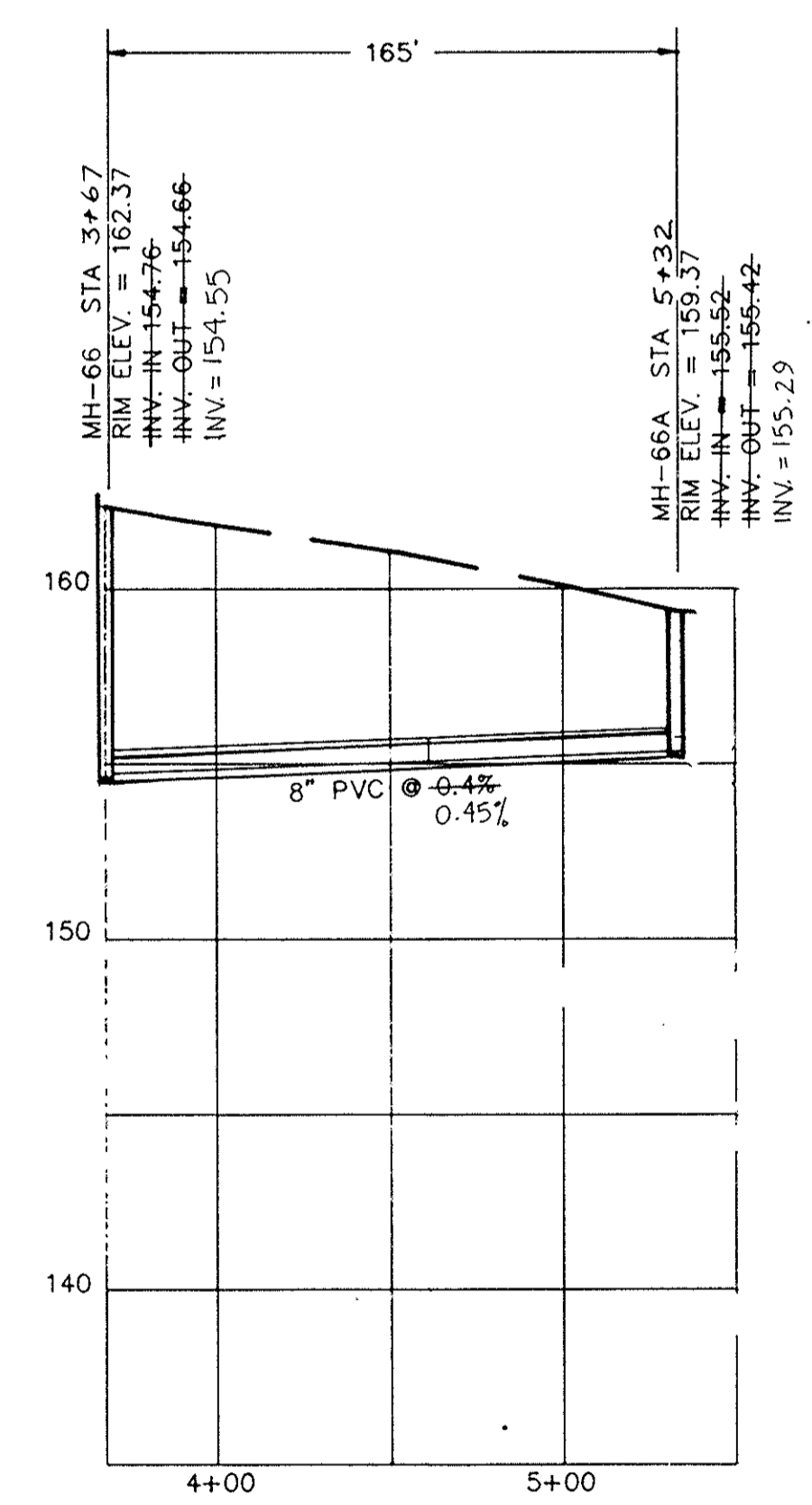
SEWER PLAN & PROFILE
BLUFF ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

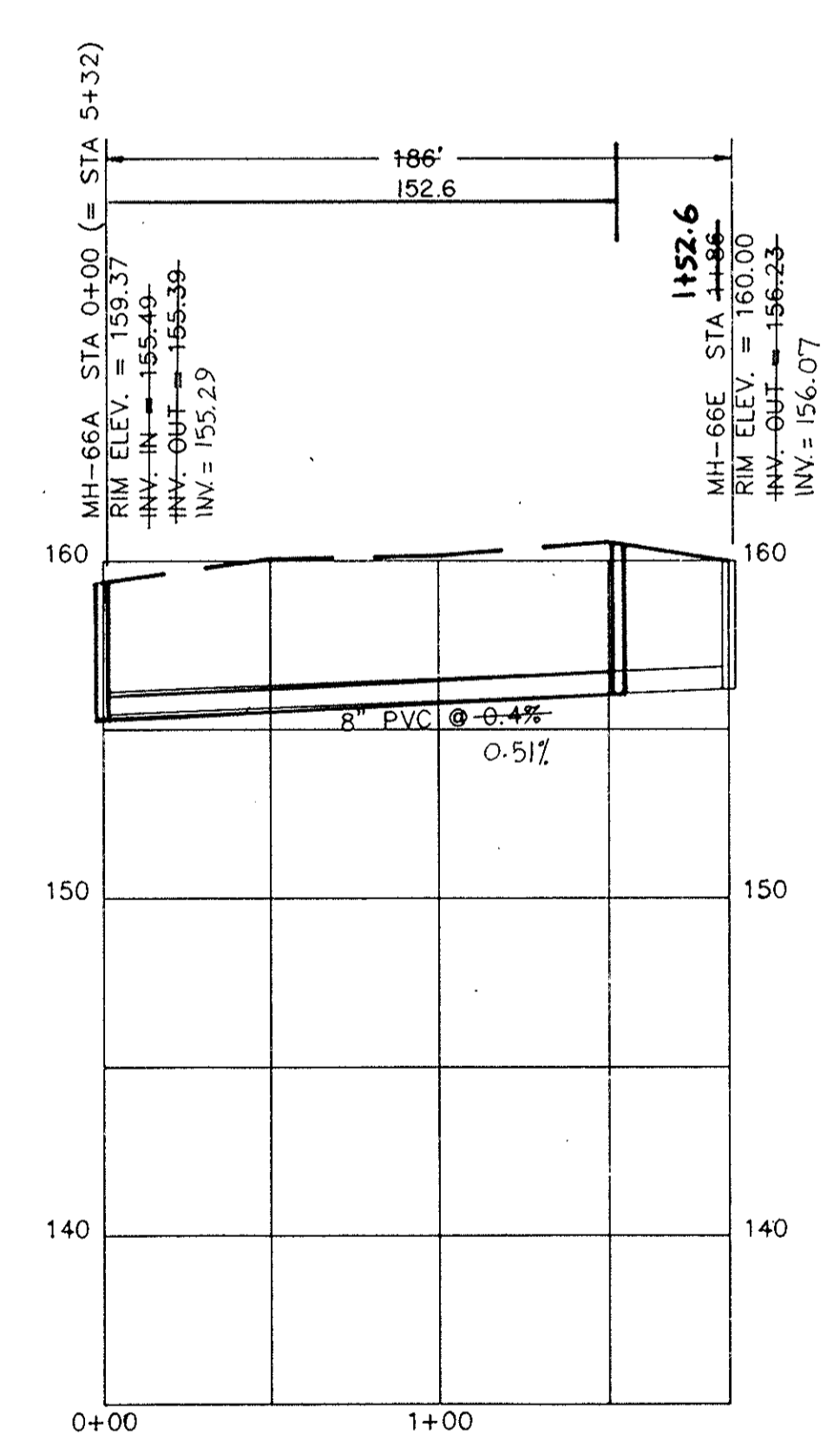
APPROVED



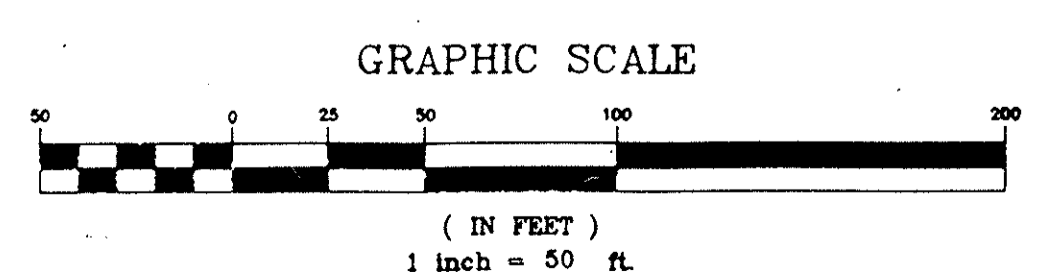
NOTE: ALL LOTS SEE TMS 11115-04



OFF ZION AVENUE
FROM MH-65 TO MH-66C



OFF ZION AVENUE
FROM MH-66A TO MH-66E



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	11/1/94	CEC	Raised alignment from 8" to 12" MH-66C, changed 8" to 12" ISSUED FOR BIDS	CEC
3	7/3/91	MCM	GENERAL REVISIONS	SCW
2	5/22/91	EJR	ISSUED FOR APPROVAL	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/88	SEV	ISSUED FOR APPROVAL	SCW

APPROVED

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

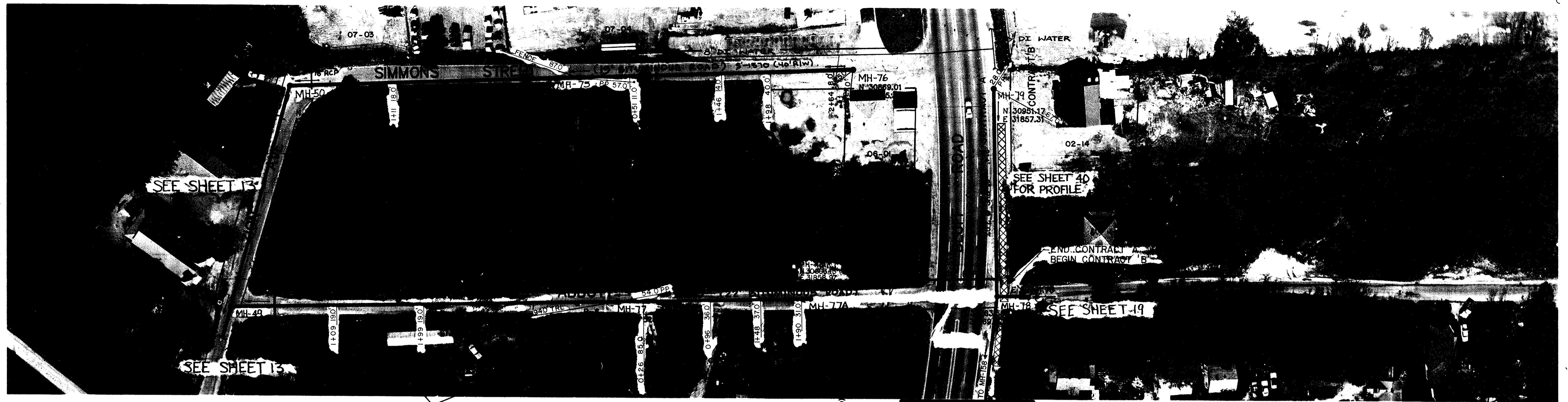
SEWER PLAN & PROFILE
BETWEEN ZION AVE. & BLUFF RD.

scw

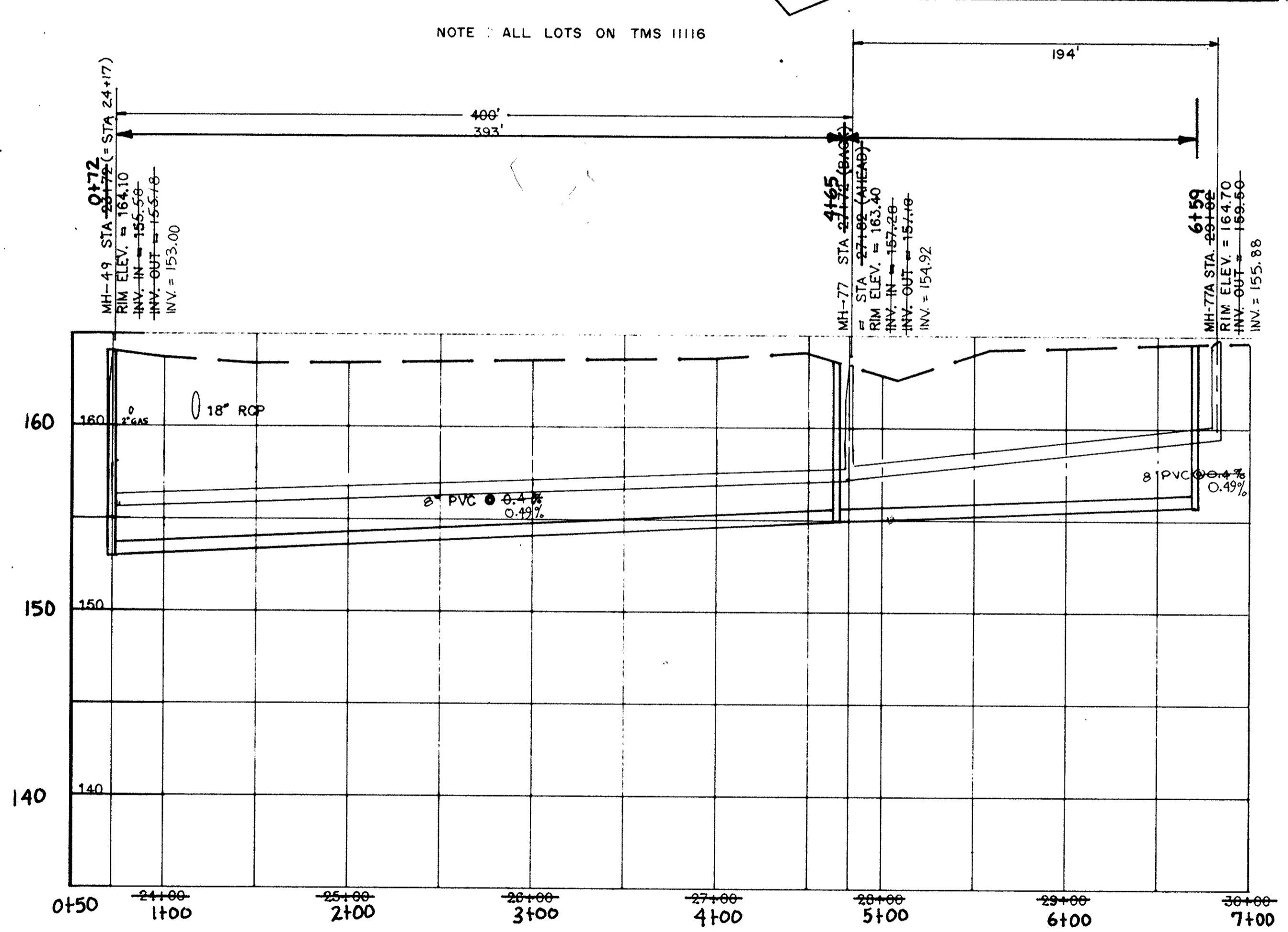


prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

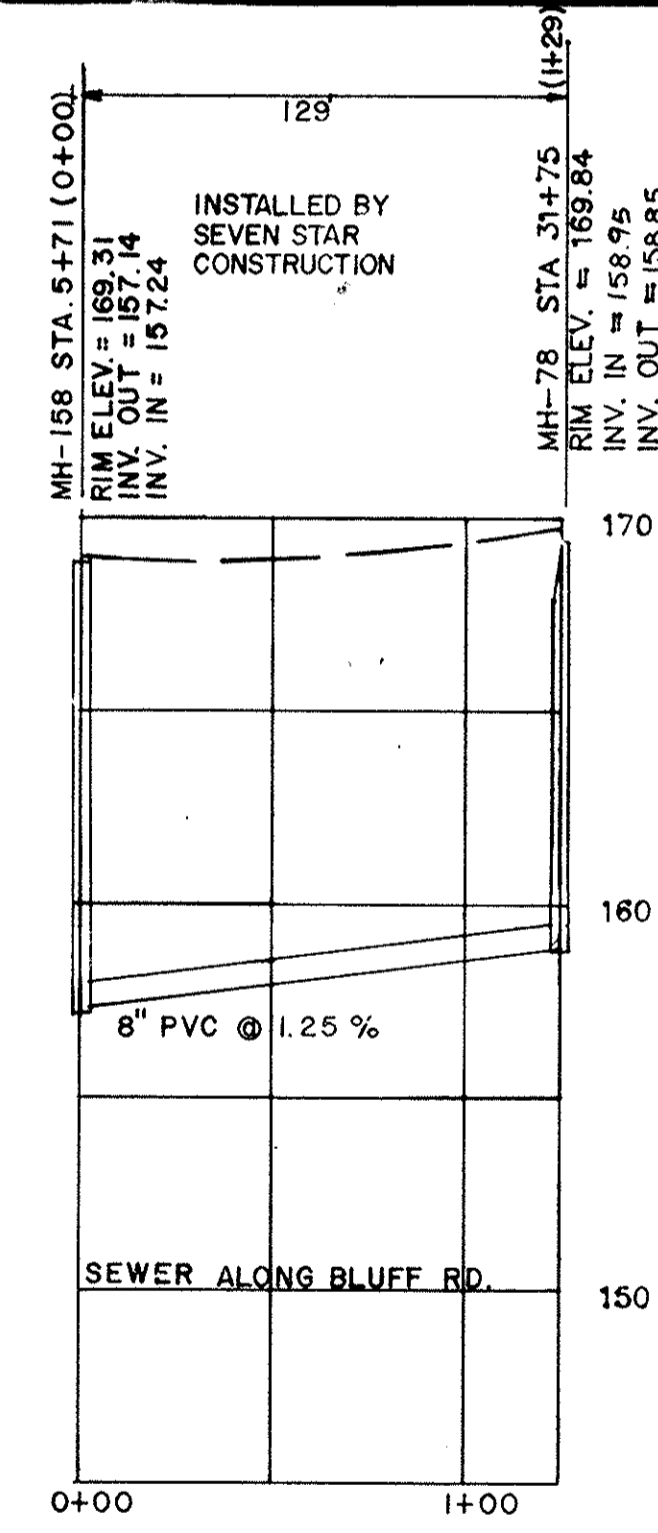
REV./CAD	SEV	SCW	ATM-1	RET'D
9/18/89	9/18/89	88036-17		



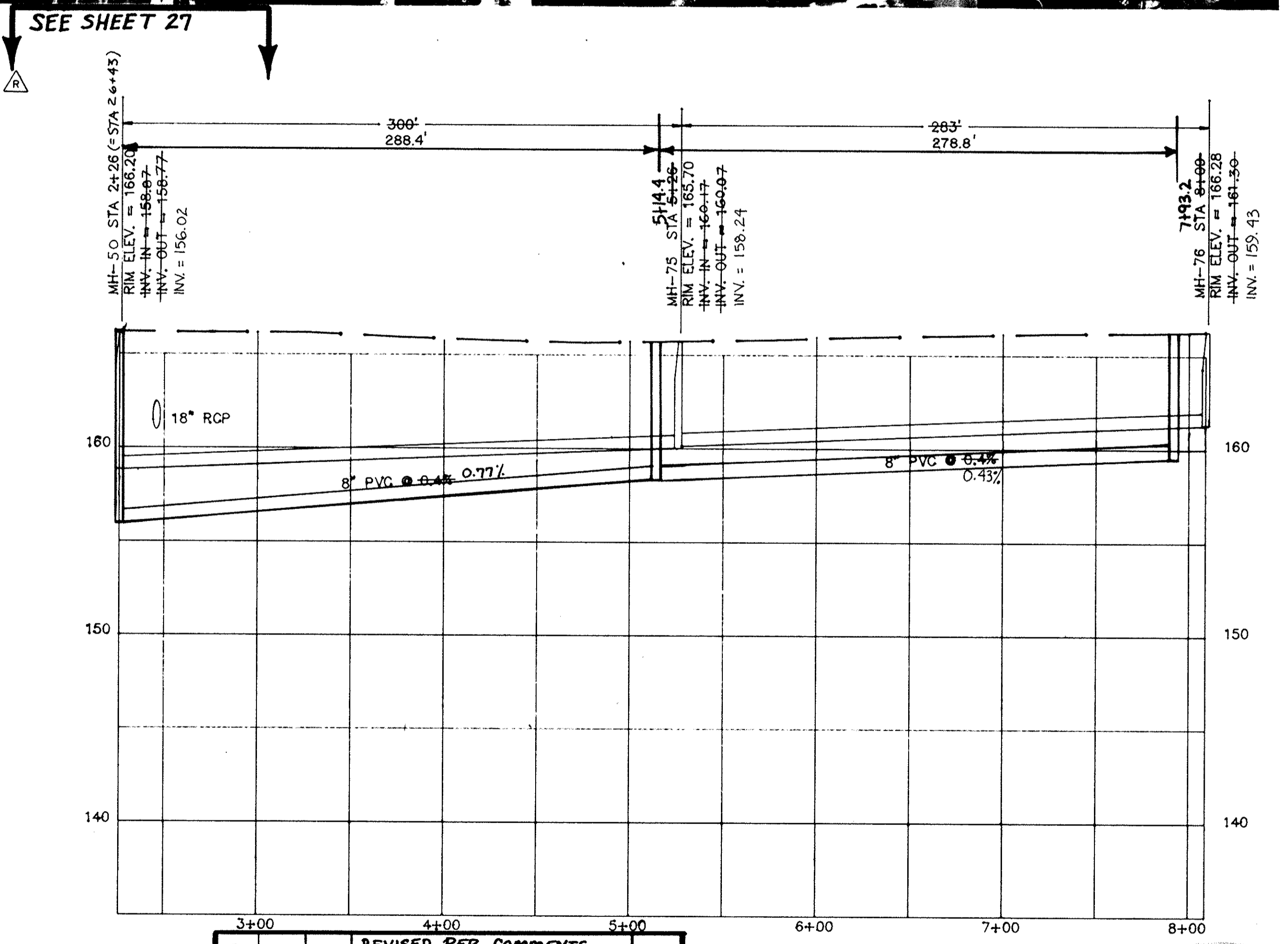
NOTE: ALL LOTS ON TMS 11116



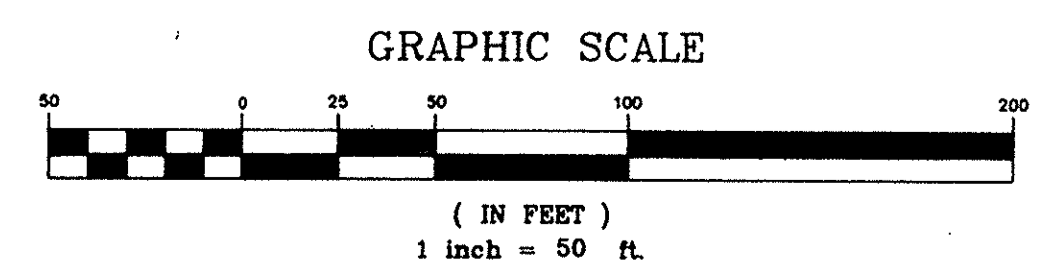
ABBOTT ROAD
MH-49 TO MH-78



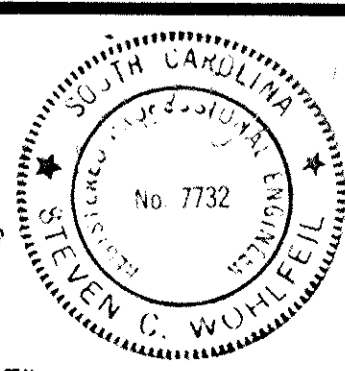
SEWER ALONG BLUFF RD.



SIMMONS STREET
MH-50 TO MH-76



REV.	DATE	BY	DESCRIPTION	APP.
8		TCW	REVISED PER COMMENTS	
7	5/15/95	TCW	RECORD DRAWING	
6	2/1/95	CEC	REVISED INV. & SLOPE	
5	11/9/94	CEC	ISSUED FOR BIDS	
4	7/3/91	MCM	ISSUED FOR BIDS	SLW
3	5/22/91	EJR	GENERAL REVISIONS	SLW
2	11/8/90	GLB	REV SLOPE FROM MH-77 TO MH-78	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
SIMMONS STREET, ABBOTT ROAD, BLUFF ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

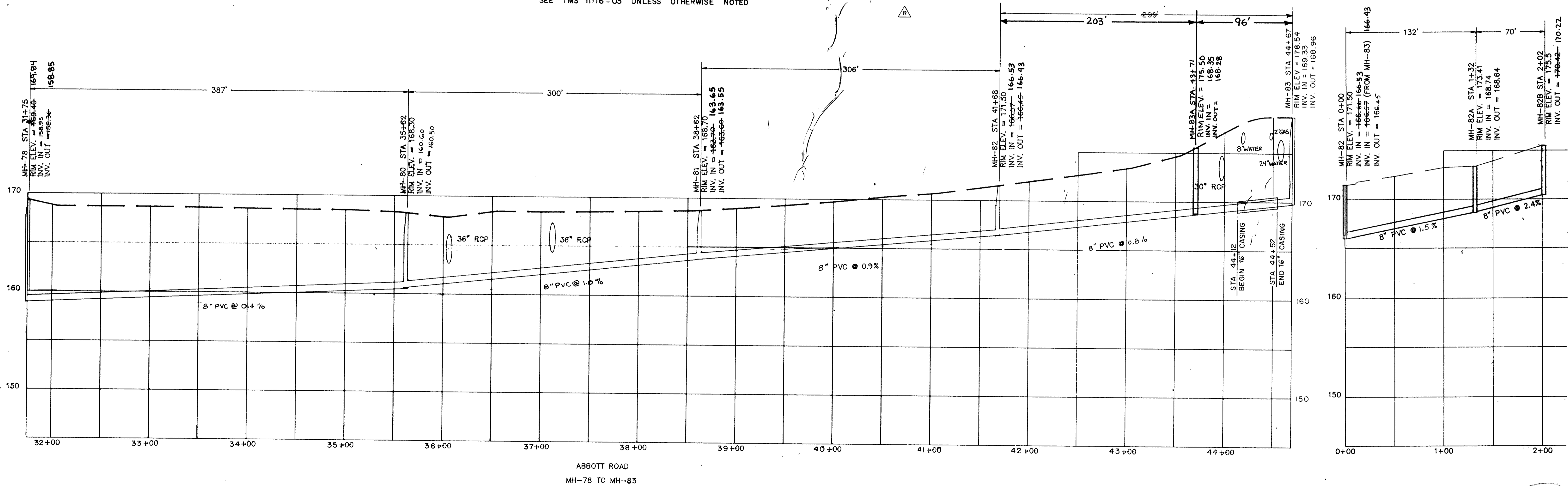
DATE: 9/18/91
SCALE: HORIZ. 1"=50'
VERT. 1"=5'

88036-1B

APPROVED



NOTE: LOTS ON SOUTH SIDE OF ABBOTT RD.
SEE TMS 11116-03 UNLESS OTHERWISE NOTED

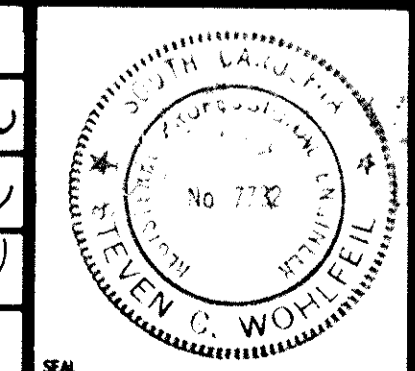
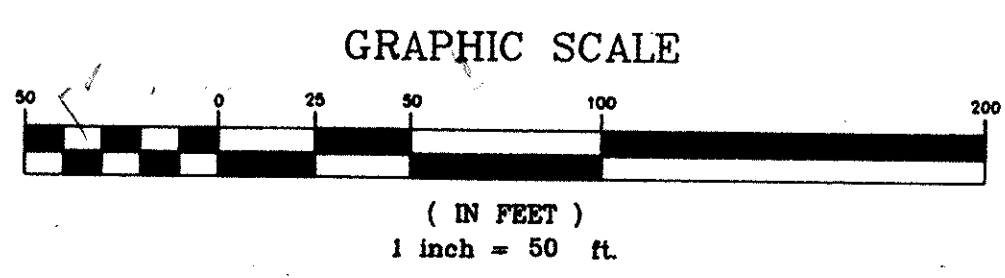


ABBOTT ROAD
MH-78 TO MH-83

NEAR ABBOTT ROAD
MH-82 TO MH-82B
INSTALLED BY OTHERS

APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	11/9/94	CEC	REVISED ALIGNMENT FROM MH-78 TO MH-158	
3	5/22/91	MCM	REVISED INSETS AND SLOPES REVISED PIPE DIA. FROM MH-78 TO MH-83	slw
2	11/8/90	GLB	REV SLOPE FROM MH-78 TO MH-80 REV SLOPE FROM MH-80 TO MH-81	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	

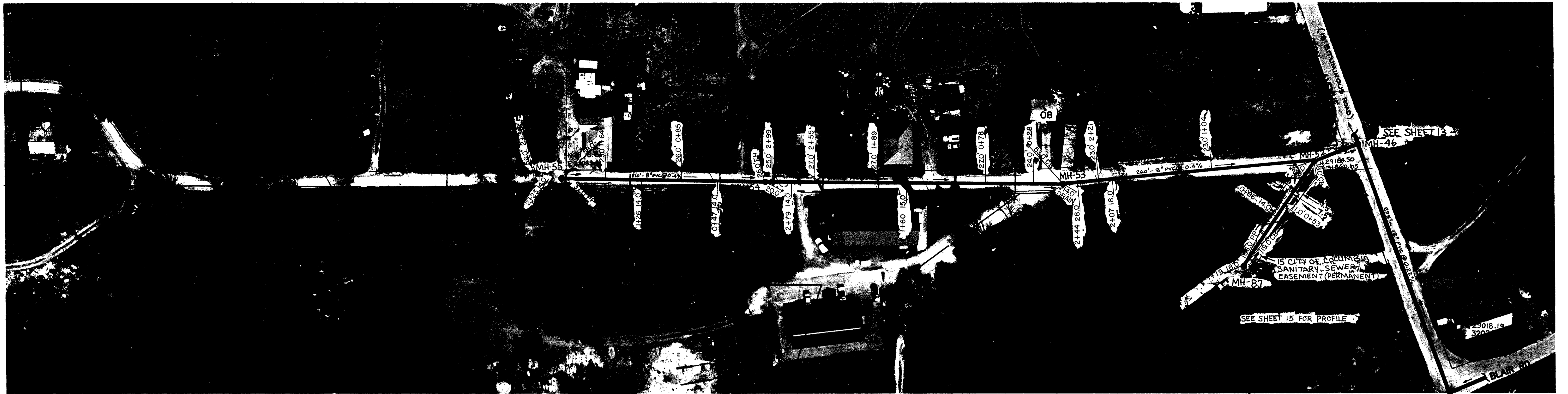


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
ABBOTT ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MOH/CAO	SEV/MCM	SLW	ATARR
9/18/89	NOV 1-50	88036-19	
DATE	SCALE	FIG. NO.	

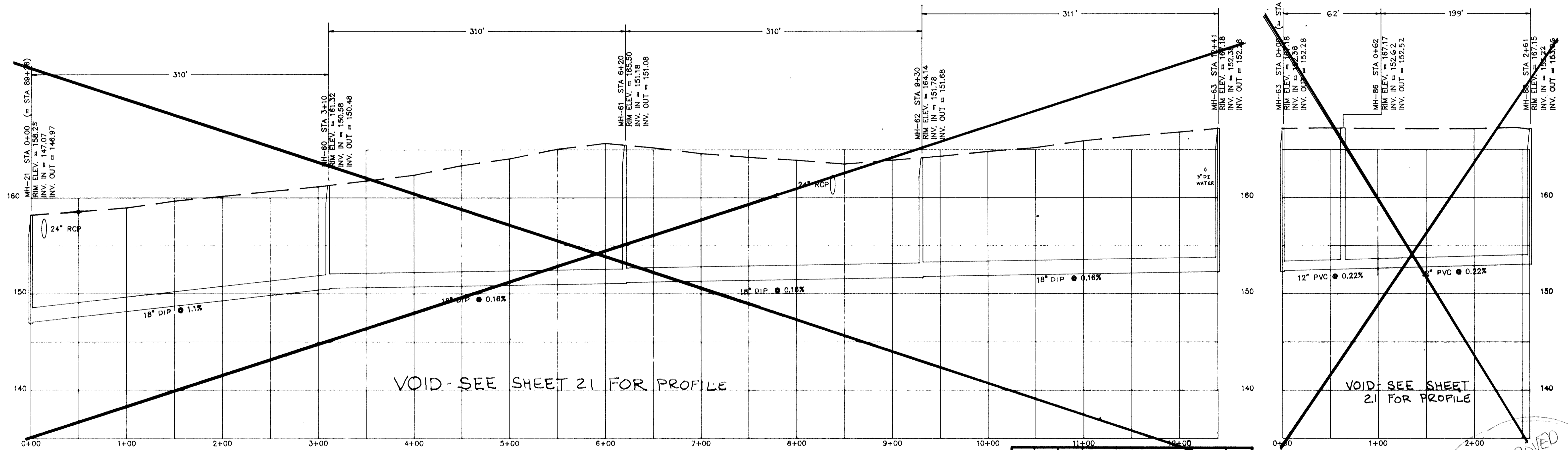


NOTE: ALL LOTS LOCATED ON TMS 11115-07 UNLESS OTHERWISE NOTED

NOTE: BARNES STREET IS CURRENTLY BEING UPGRADED FROM DIRT ROAD TO BITUMINOUS PAVEMENT.

SEE SHEET 22

MH-88
N 28952.88
E 32014.28

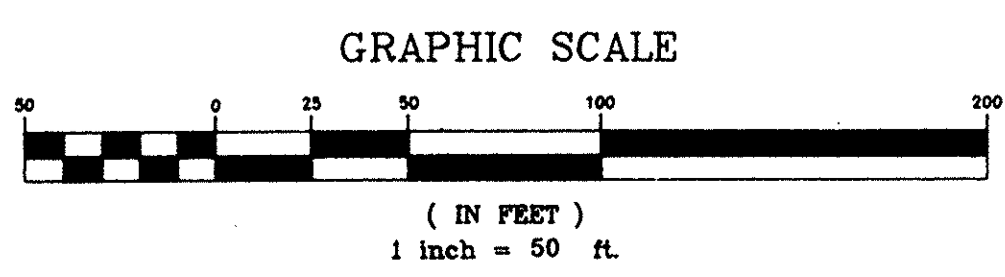


VOID - SEE SHEET 21 FOR PROFILE

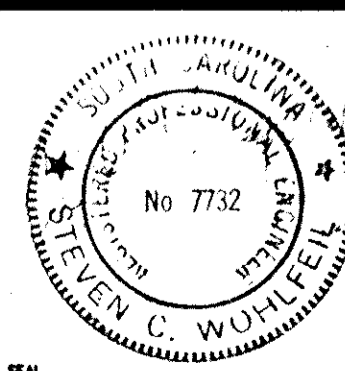
VOID - SEE SHEET 21 FOR PROFILE

APPROVED

BARNES STREET
MH-21 TO MH-63



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/5/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-66	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

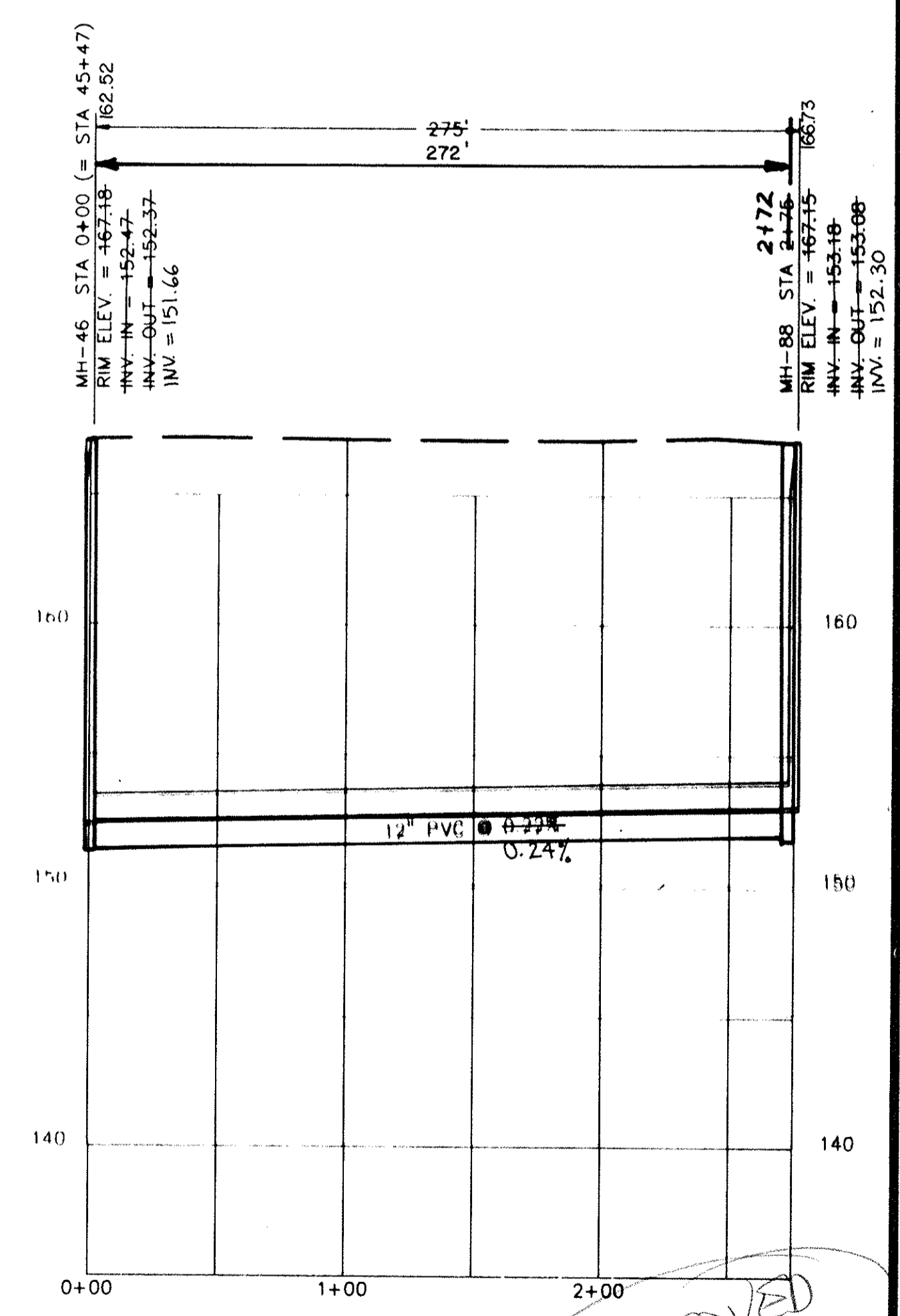
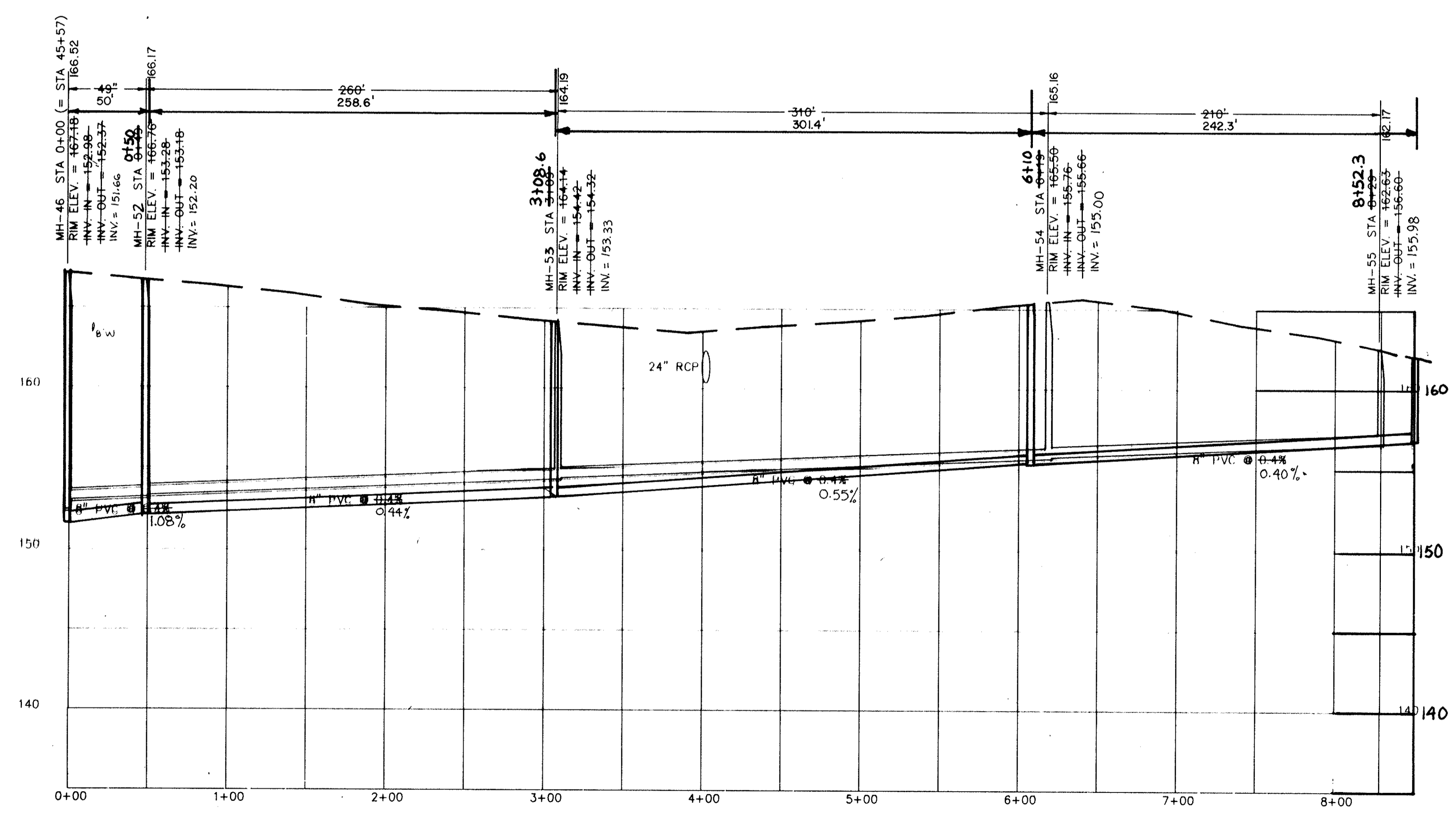
SEWER PLAN & PROFILE
BARNES STREET & ZION AVENUE

prime associates, inc.
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

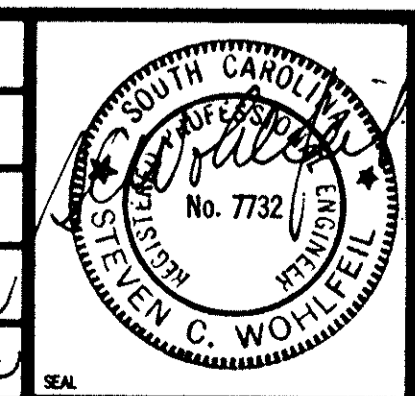
DATE	9/18/89	SCALE	1"=50'
PROJECT NO.	88036-20	SHEET NO.	20

SEE SHEET 20 FOR PLAN VIEW



BARNES STREET
MH-46 TO MH-55

3	TCW	REVISED PER COMMENTS		
2	TCW	RECORD DRAWING		
1	MCM	ISSUED FOR BIDS		
0	EJR	ISSUED FOR APPROVAL		
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILES
BARNES STREET & ZION AVENUE

P prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

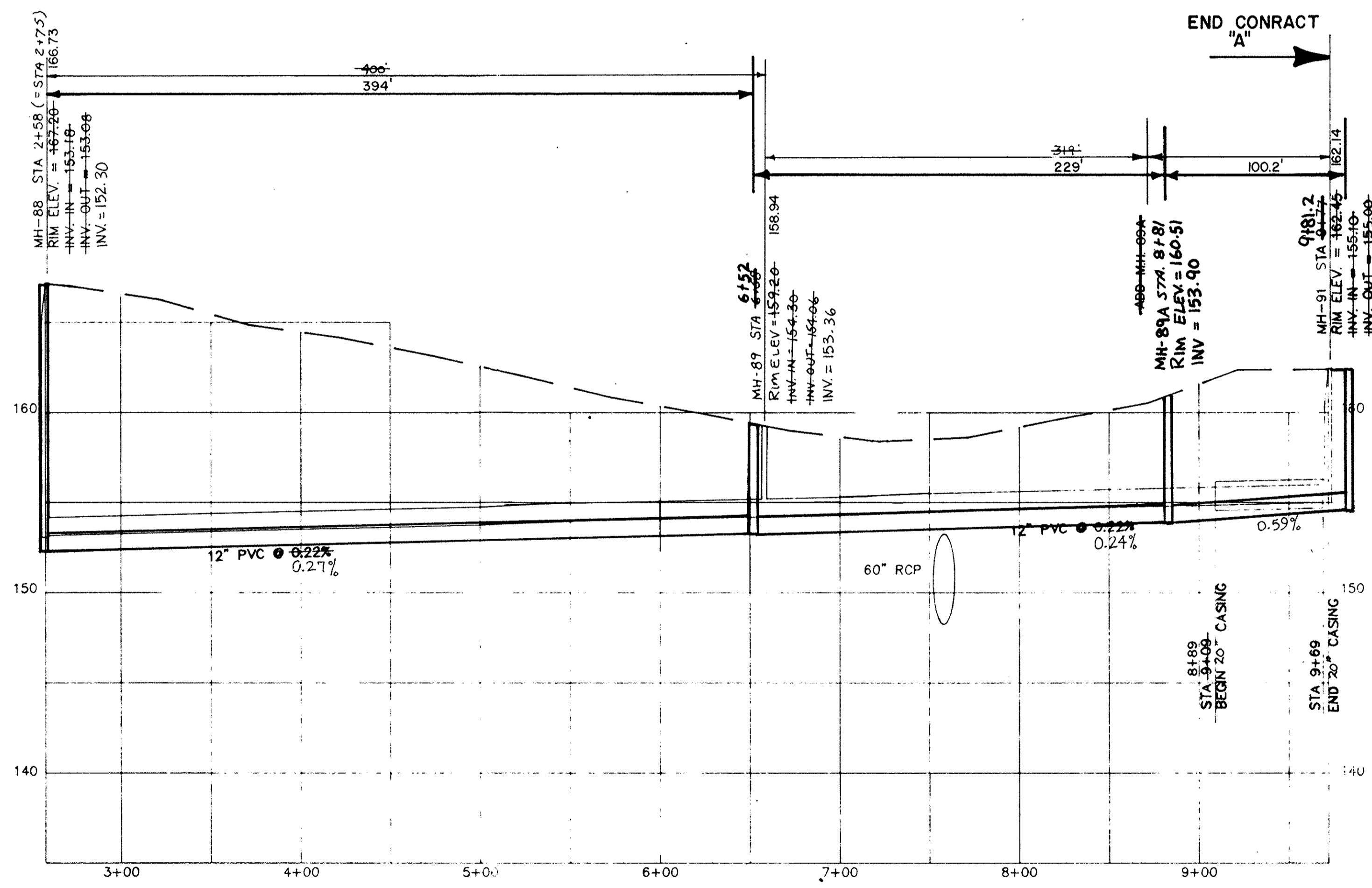
DATE: 5/22/91
SCALE: 1"=40'

88036-21

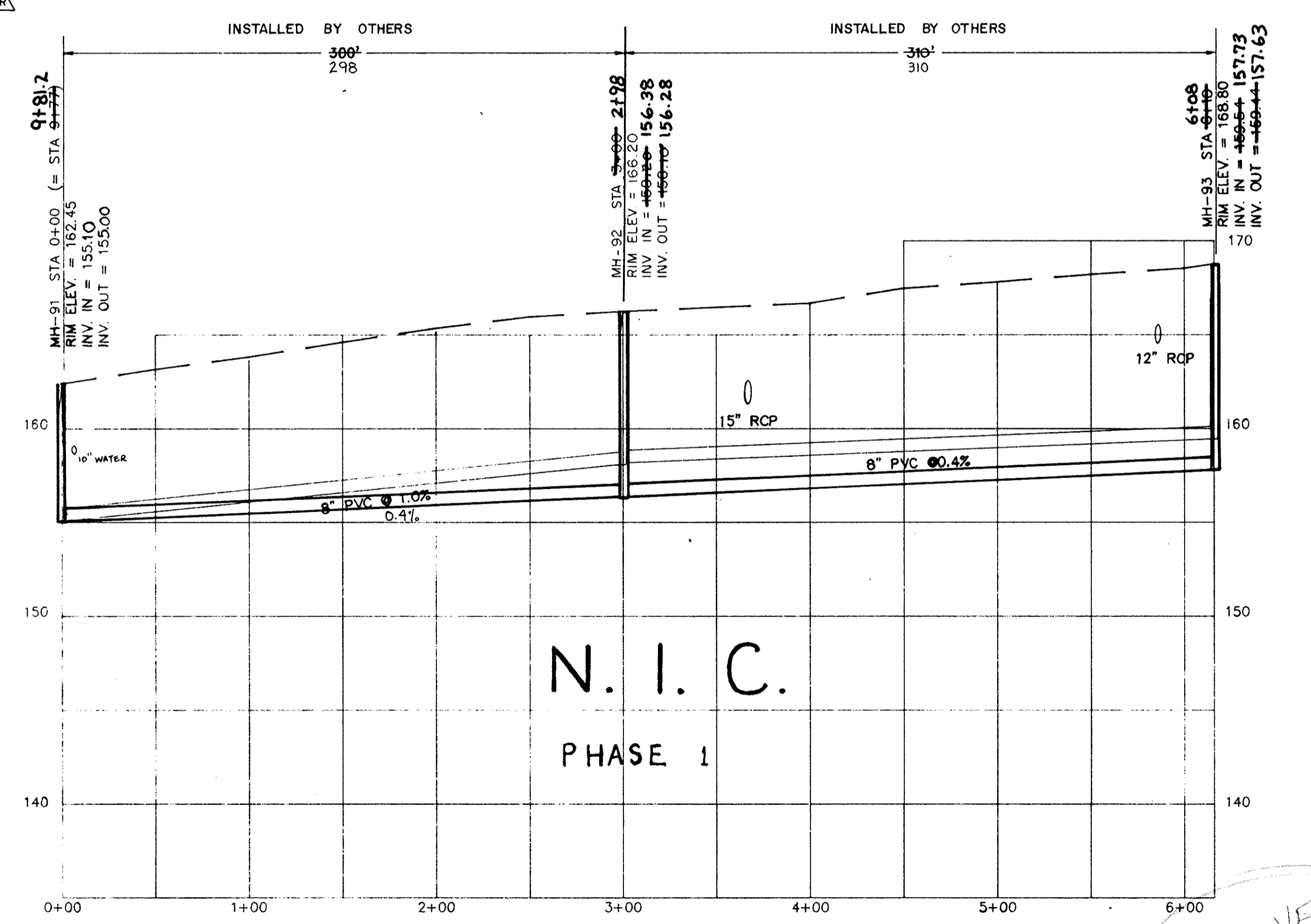
APPROVED



NOTE: ALL LOTS SEE TMS 1115-04
UNLESS OTHERWISE NOTED

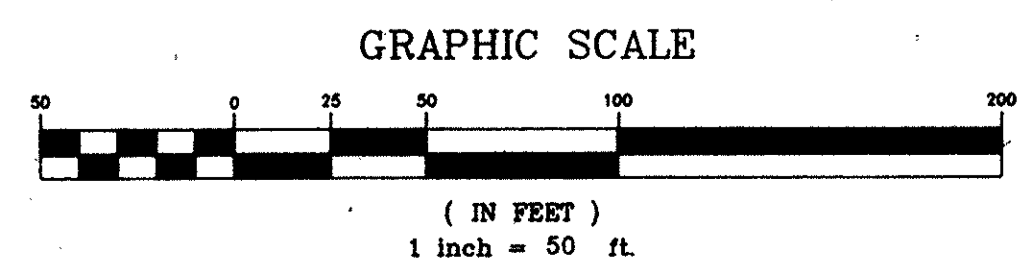


BLAIR ROAD
MH-88 TO MH-91

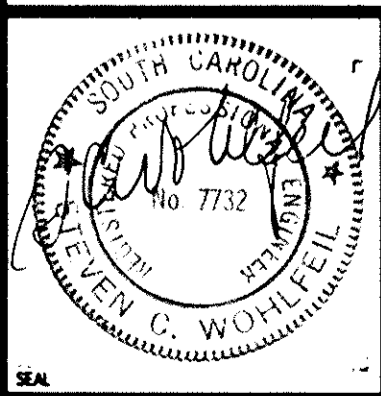


N. I. C.
PHASE 1

BLAIR ROAD MH-91 TO MH-93



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/96	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SCW
2	9/23/91	EJR	GENERAL REVISIONS	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SCW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
BLAIR ROAD

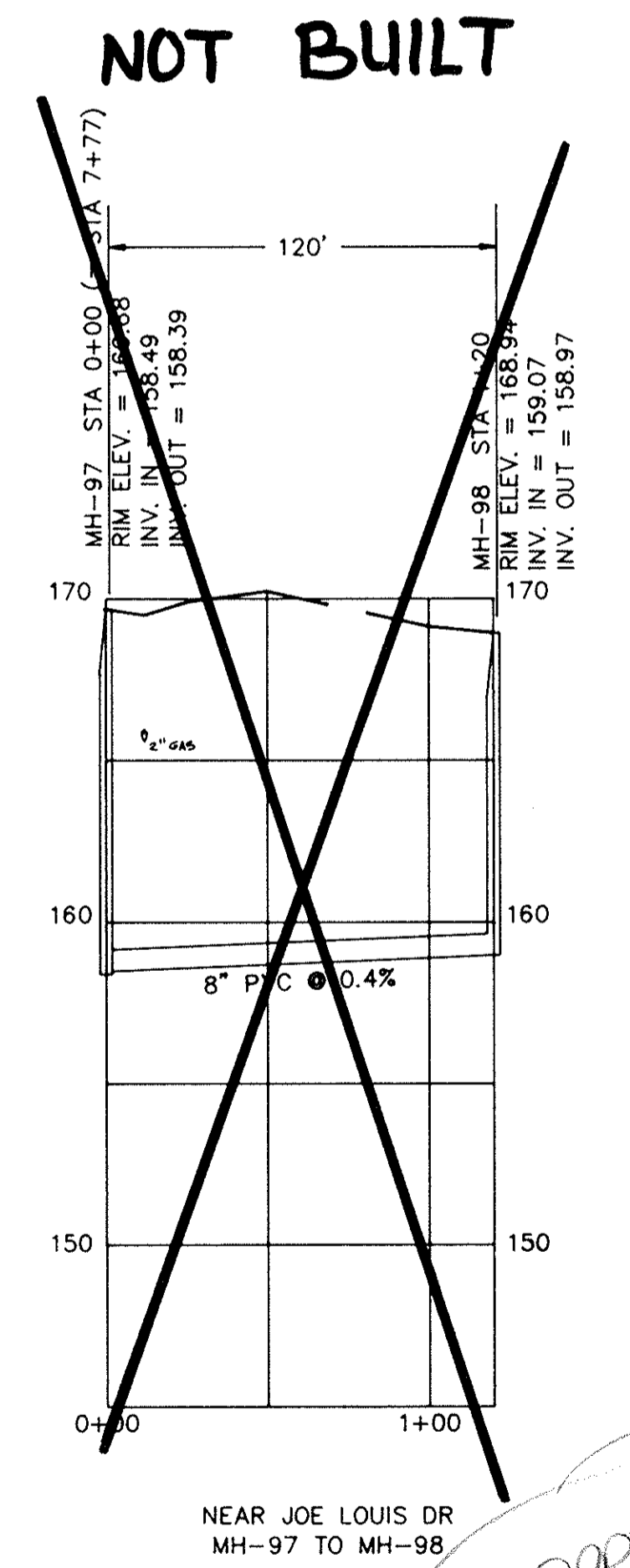
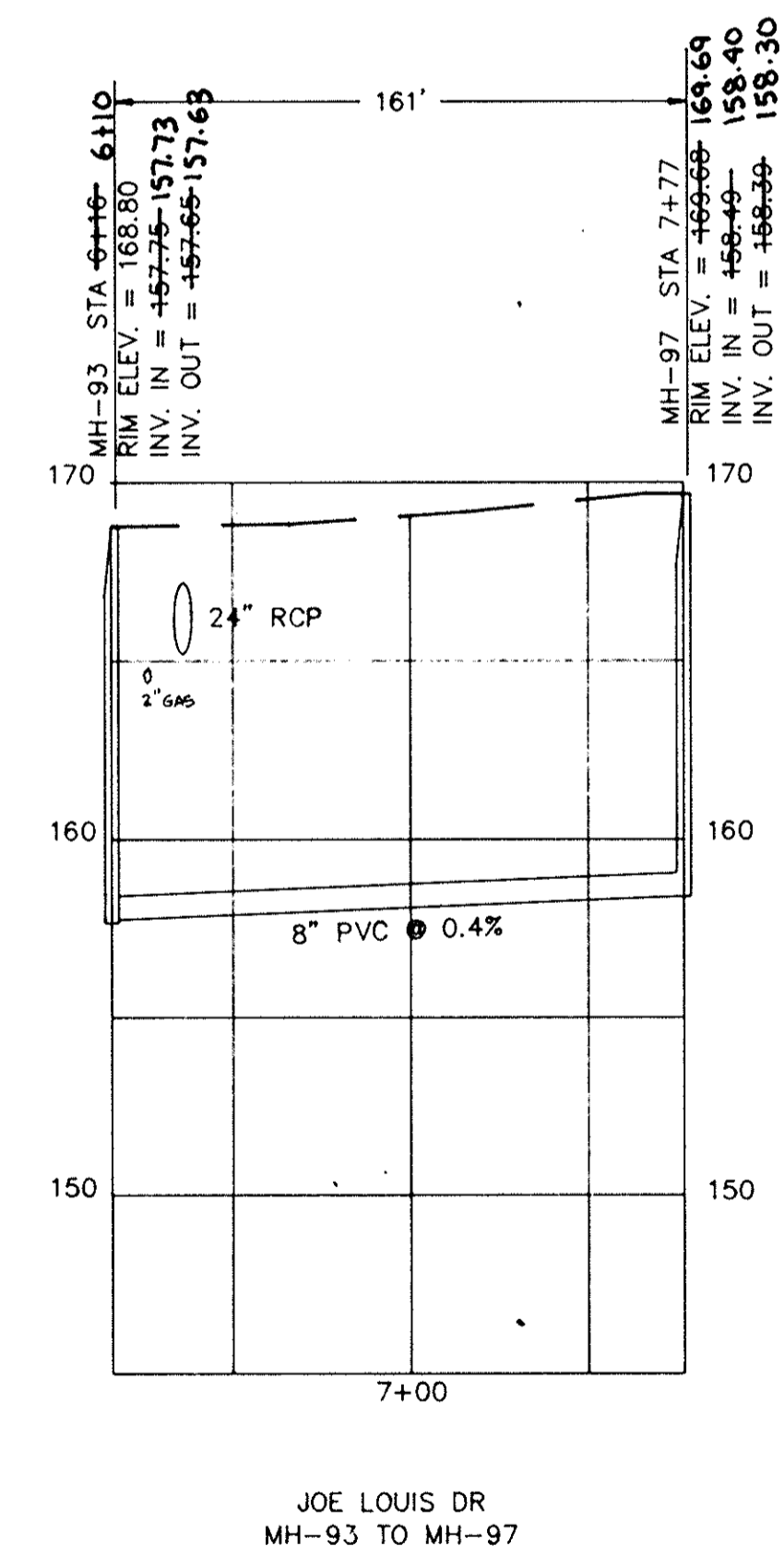
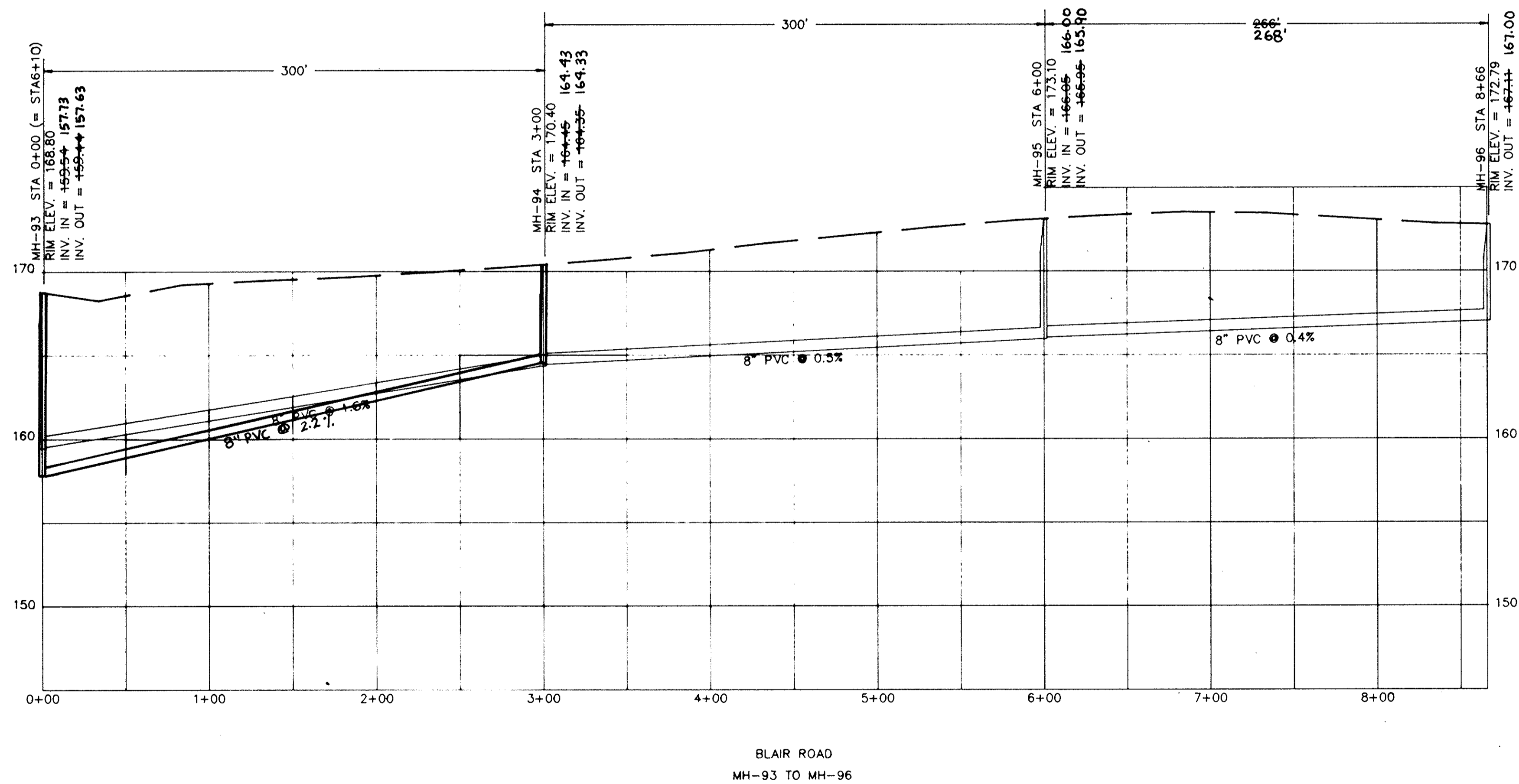
prime associates, inc.
engineers planners surveyors

9/18/89
88036-22

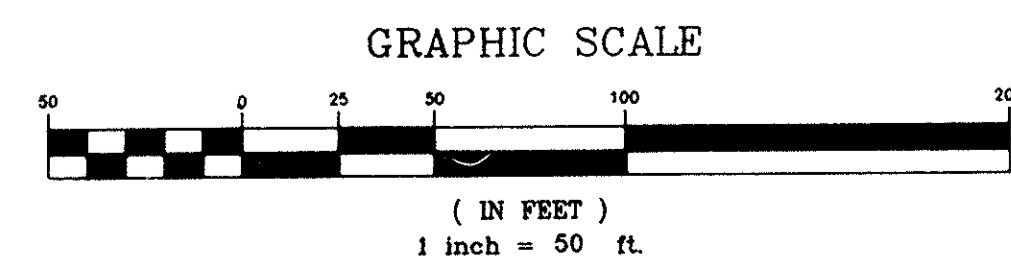
APPROVED



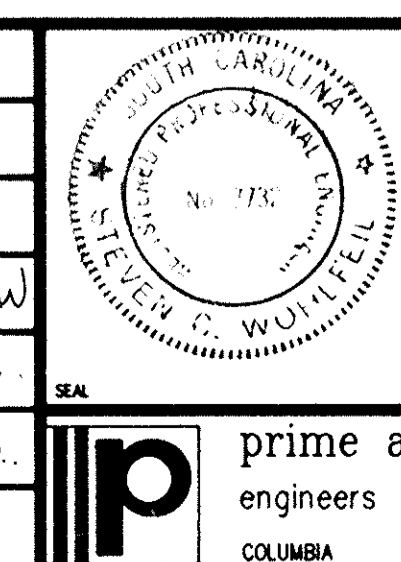
NOTE: ALL LOTS LOCATED ON TMS 13604 EXCEPT WHERE OTHERWISE NOTED.



APPROVED



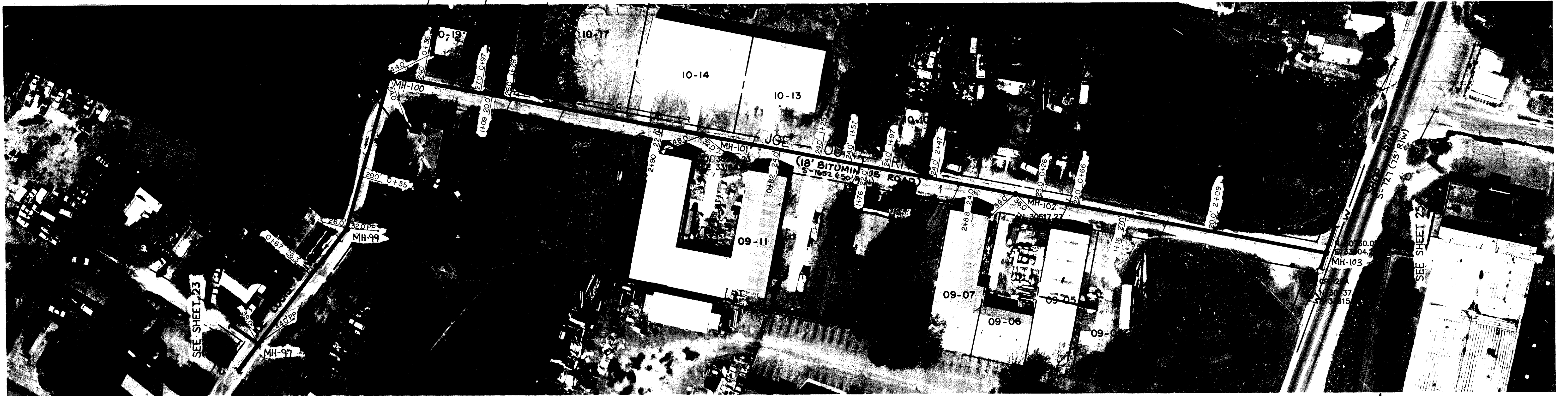
REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	9/18/89	SEV	ISSUED FOR APPROVAL	
REVISION				



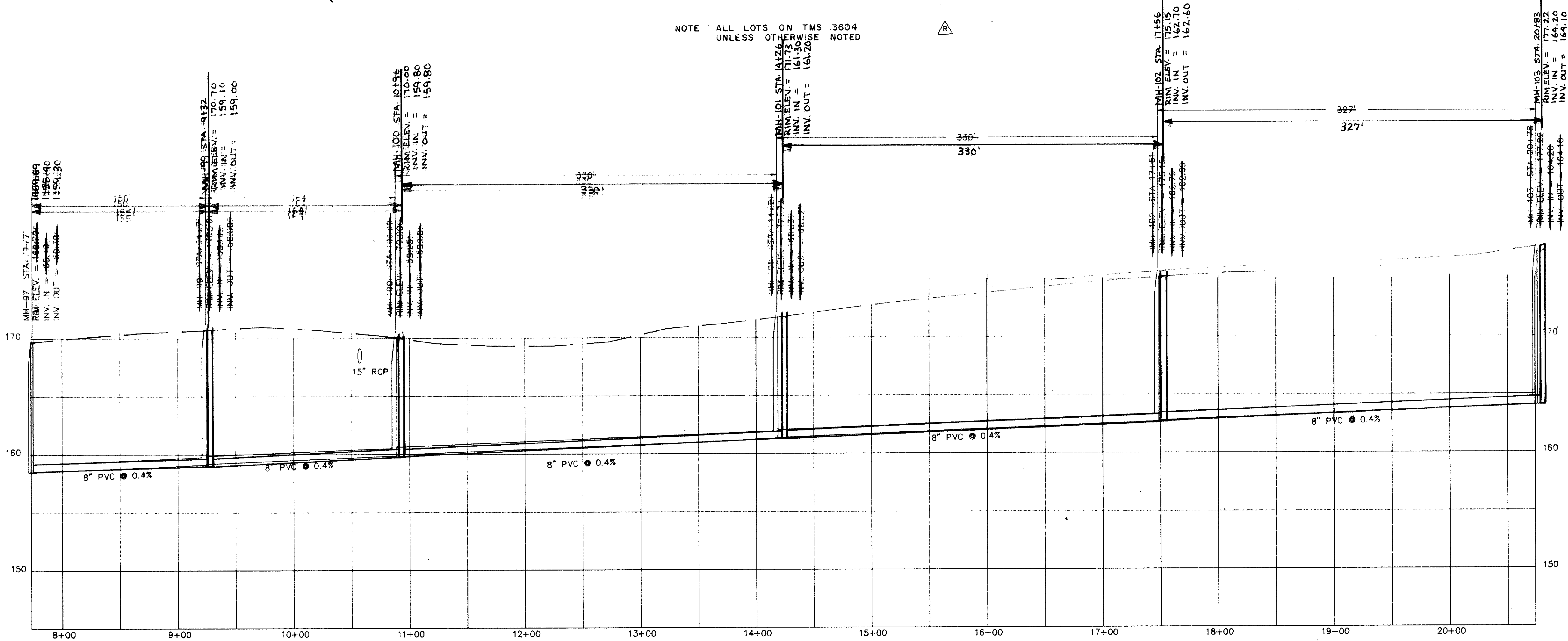
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
BLAIR ROAD

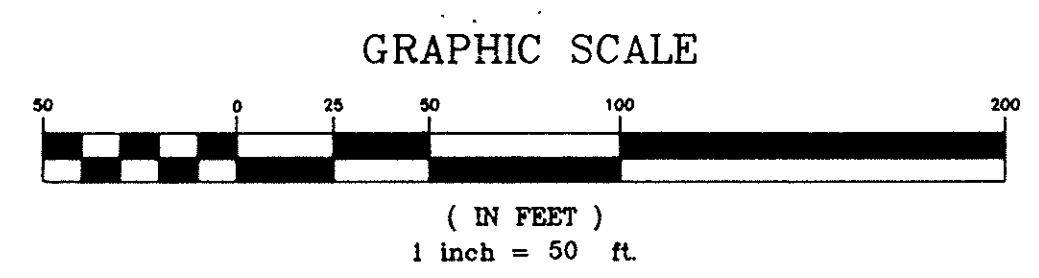
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	9/18/89 88036-23	180-16
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NOTE: ALL LOTS ON TMS 13604 UNLESS OTHERWISE NOTED

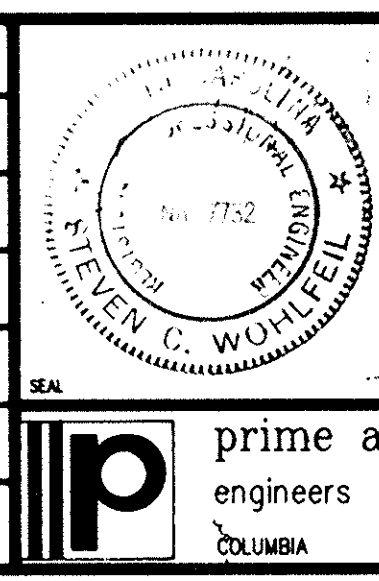


JOE LOUIS DRIVE
MH-97 TO MH-103



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
1	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLS	ISSUED FOR APPROVAL	SW
0	9/18/89	SEV	ISSUED FOR APPROVAL	

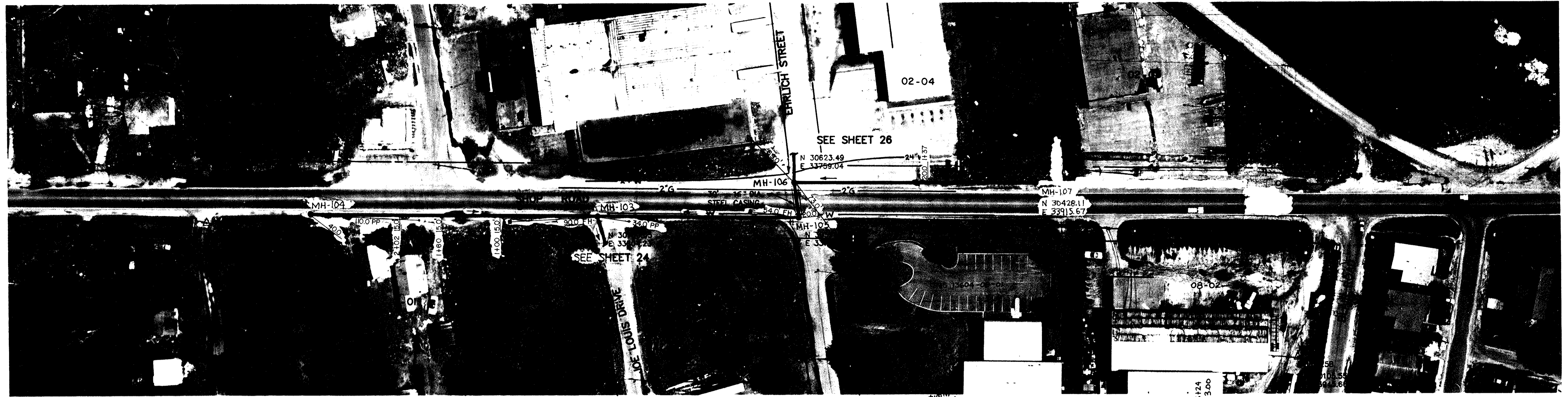


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

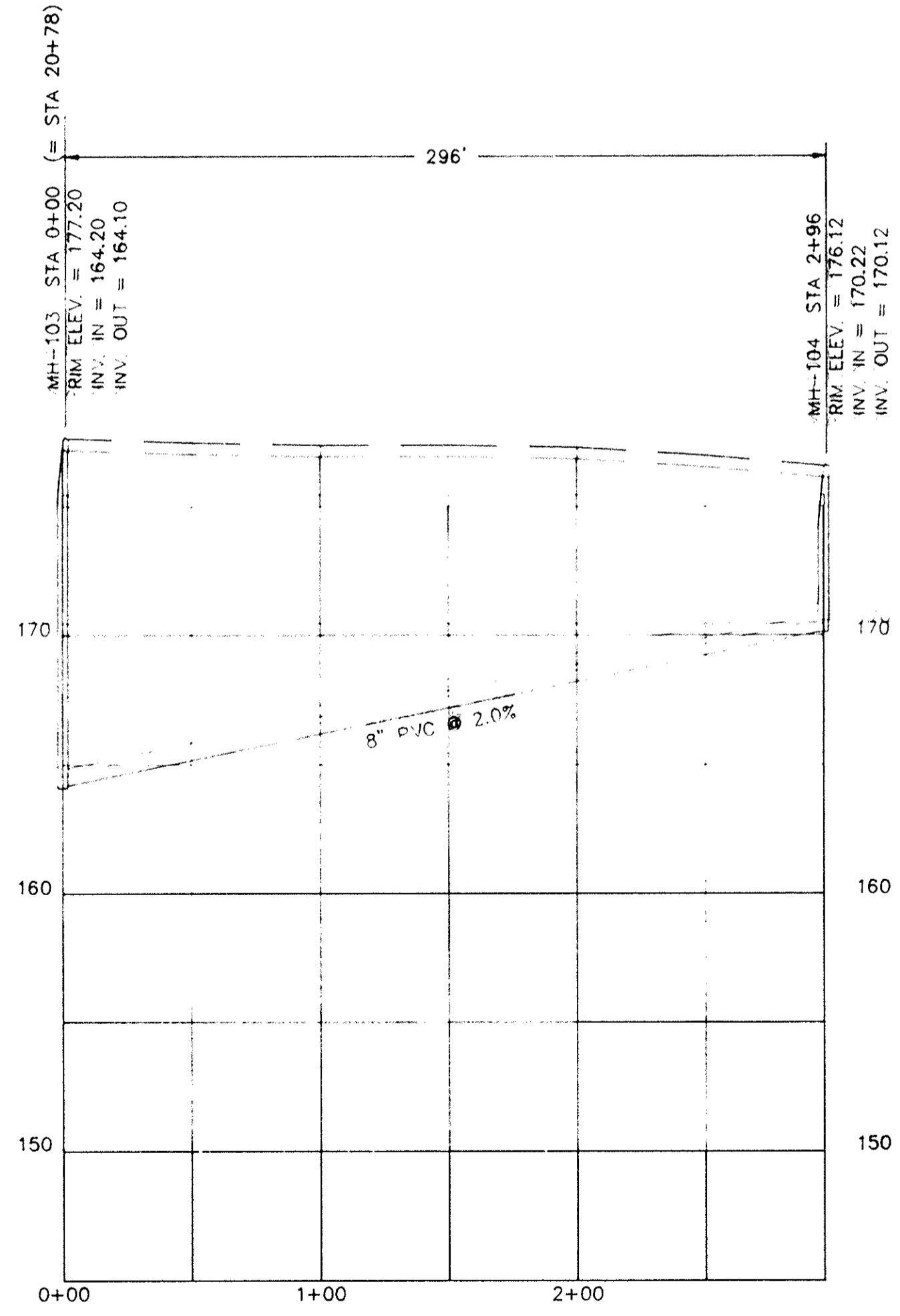
SEWER PLAN & PROFILE
JOE LOUIS DRIVE

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

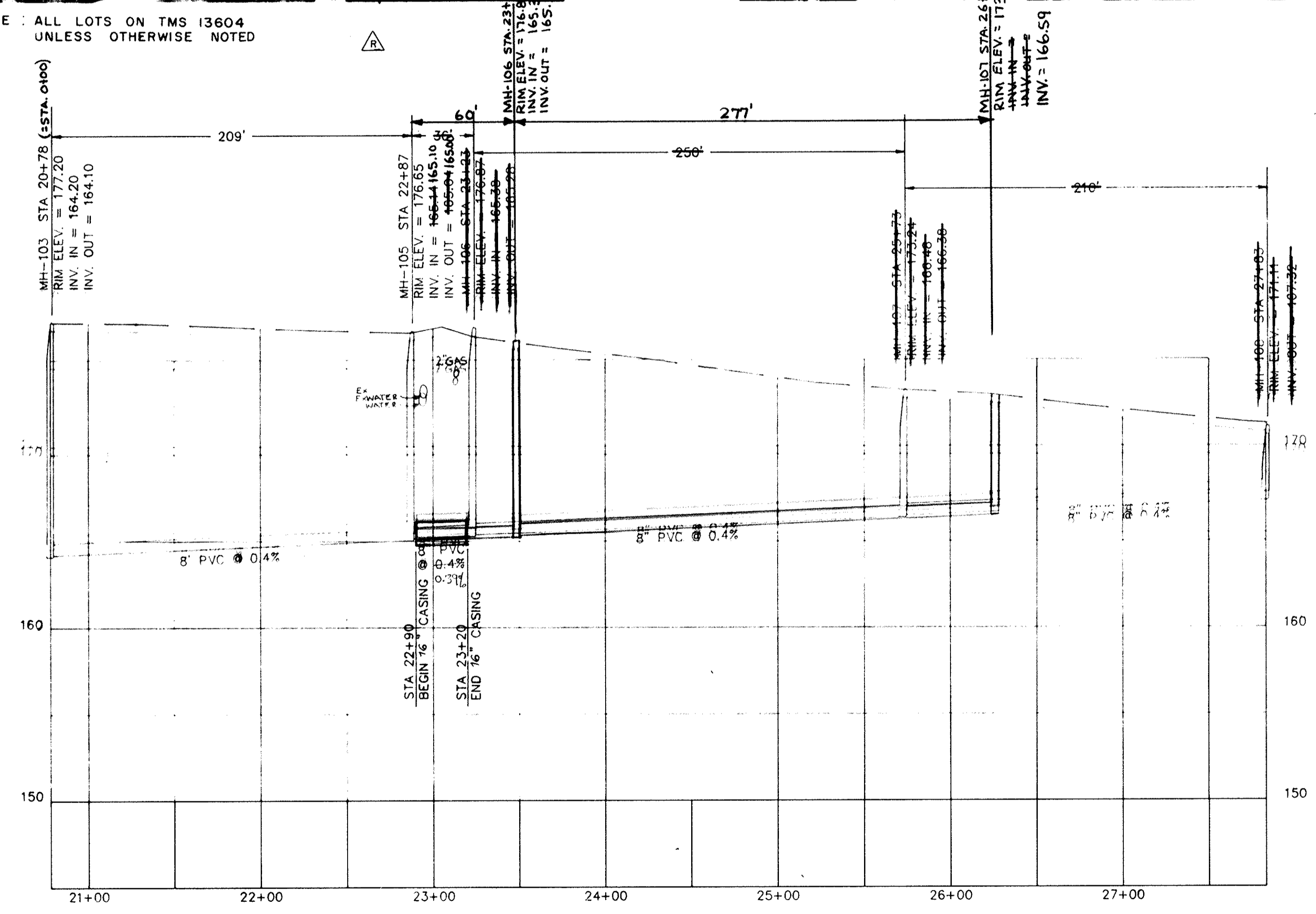
MCM/CAO: SEV/MCM: SCW: ATAO: []
DATE: 9/18/89
SCALE: HORIZ 1"=50' VERT 1"=5'
SHEET NO: 88036-24



NOTE: ALL LOTS ON TMS 13604 UNLESS OTHERWISE NOTED

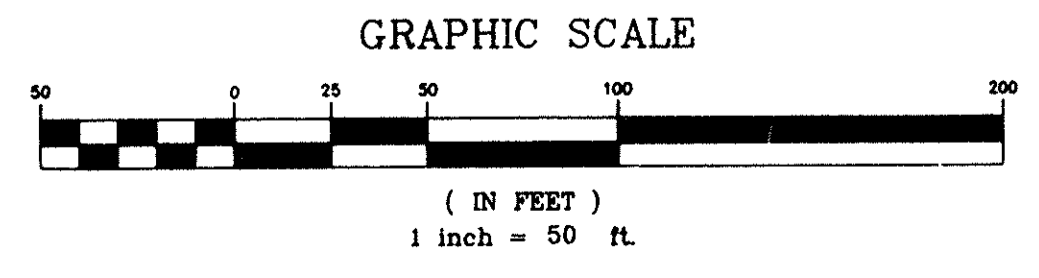


SHOP ROAD
MH-103 TO MH-104



SHOP ROAD
MH-103 TO MH-108

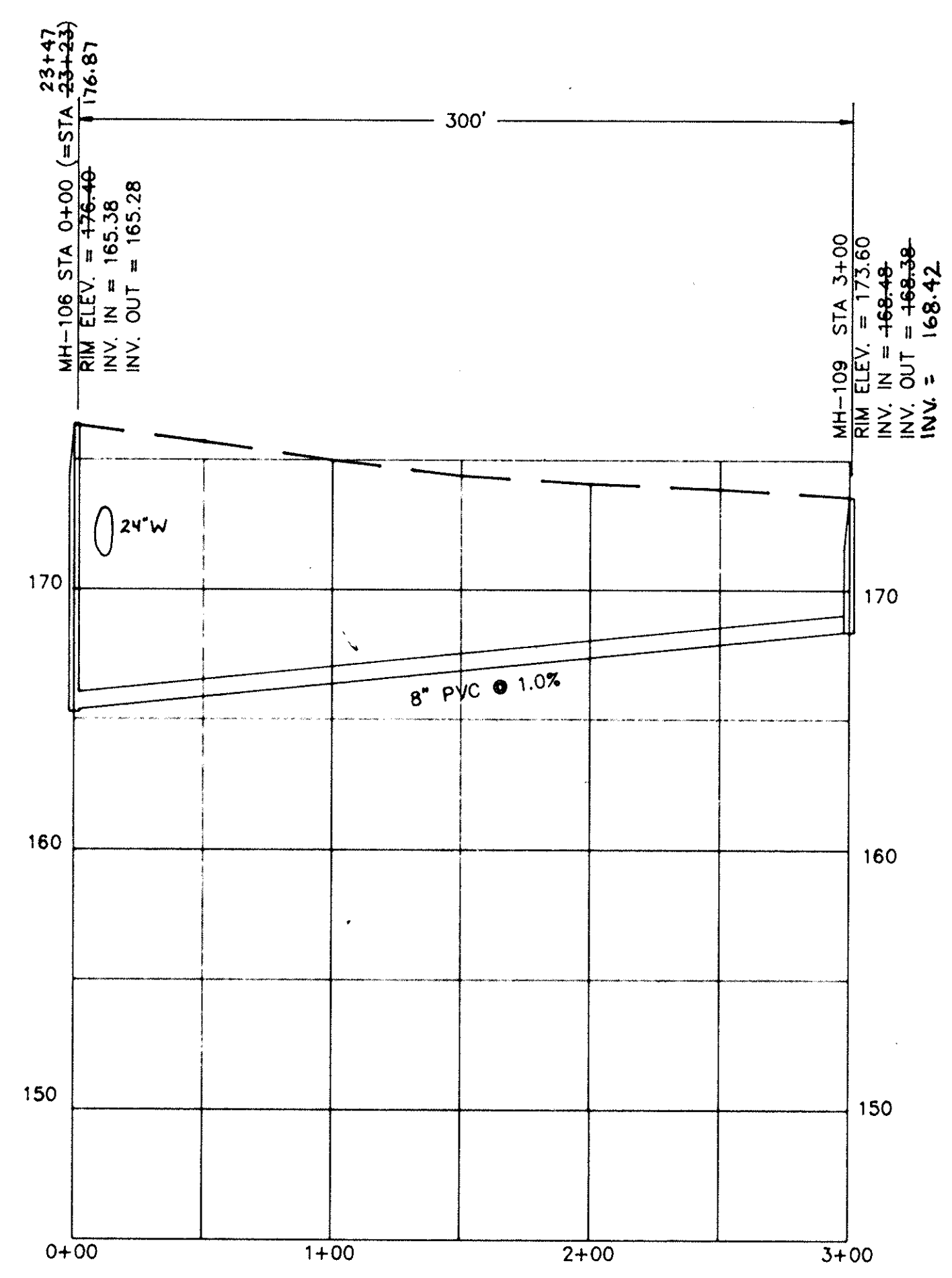
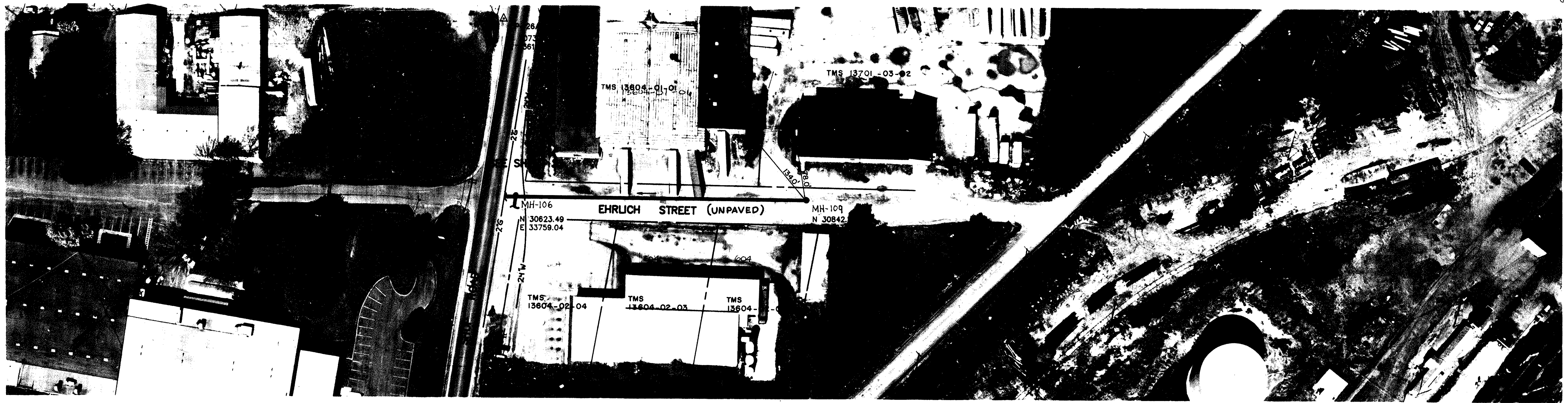
APPROVED



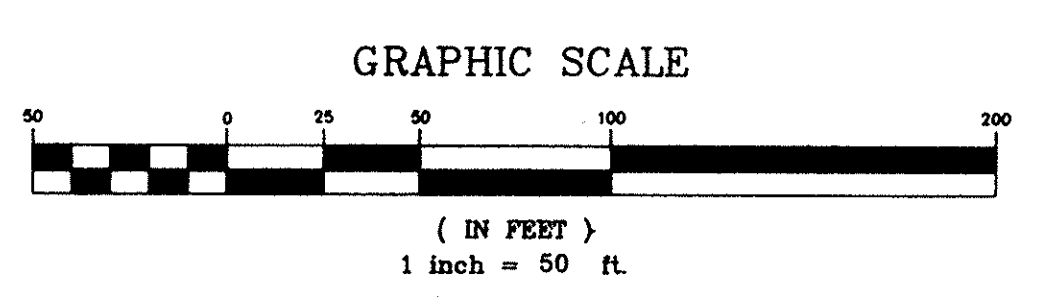
3	TCW	REVISED PER COMMENTS	
1	6/18/90	GLB	ISSUED FOR APPROVAL
0	9/18/89	SEV	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION
REVISION			



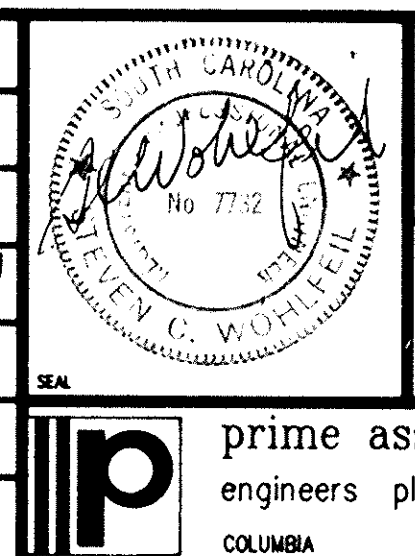
RECORD DRAWING			
ARTHURTOWN SEWER SYSTEM			
SEWER PLAN & PROFILE			
SHOP ROAD			
DATE	SCALE	REV. NO.	BY
9/18/89	1"=50'	25	SW
DATE	SCALE	REV. NO.	BY



EHRlich STREET
MH-106 TO MH-109



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
△	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	SW
0	3/18/89	SEV	ISSUED FOR APPROVAL	SW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

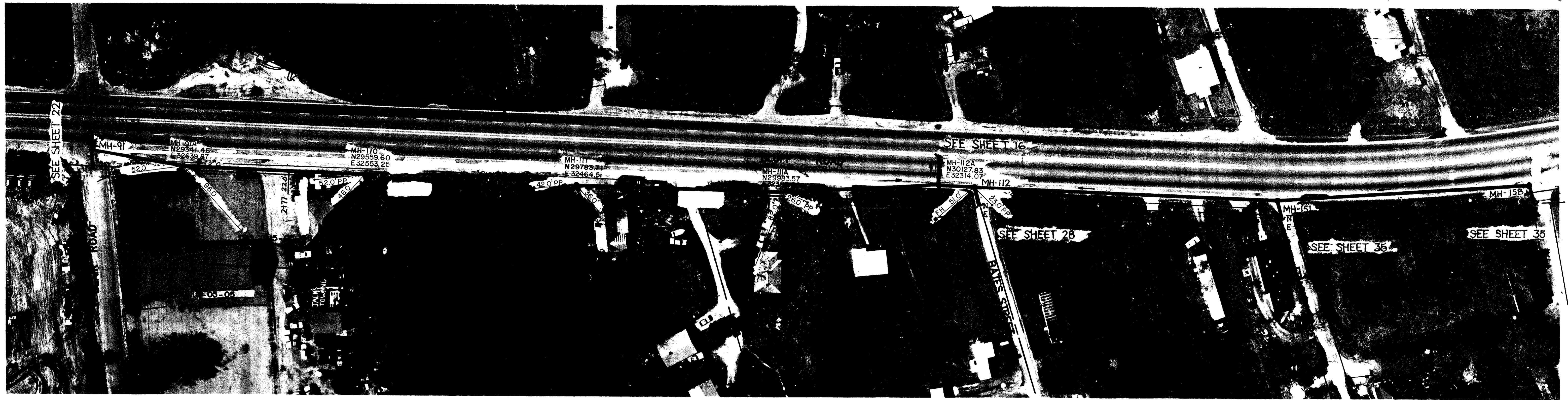
SEWER PLAN & PROFILE
EHRlich STREET



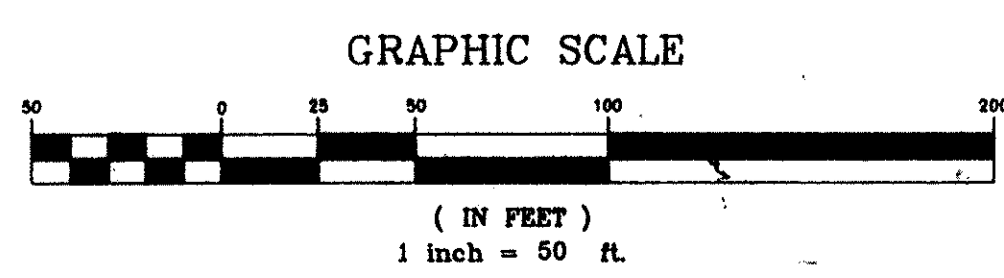
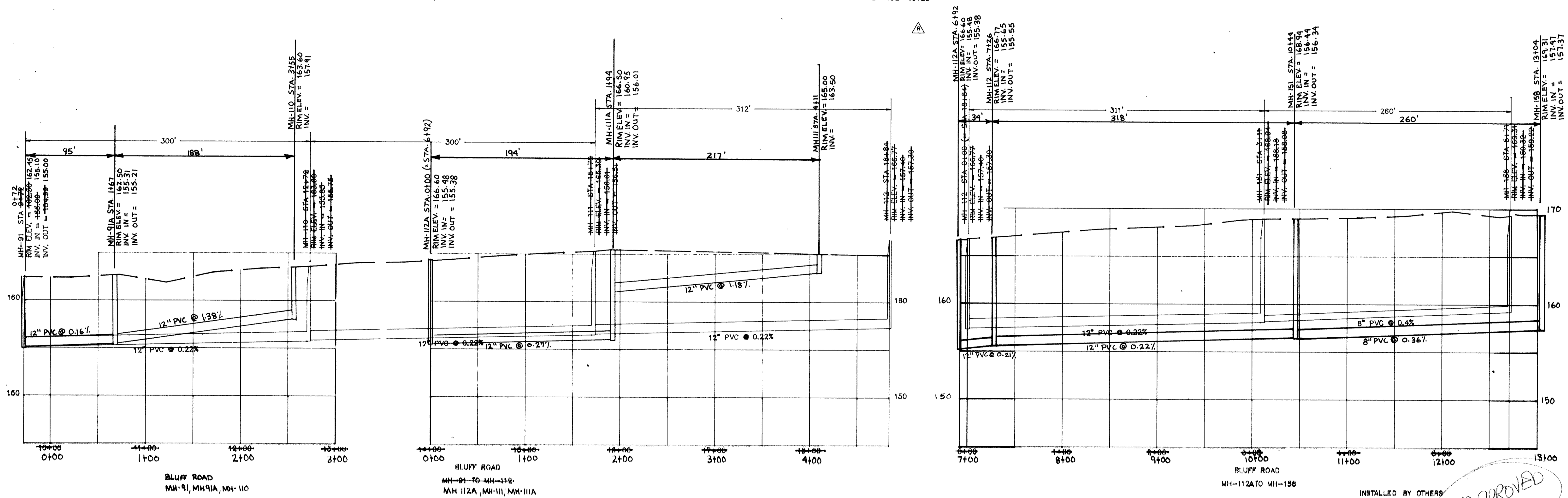
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NO./CAD	REV./MCH	SCW	ATERCH
9/18/89	NOV 1"-50"	88036- 2 G	

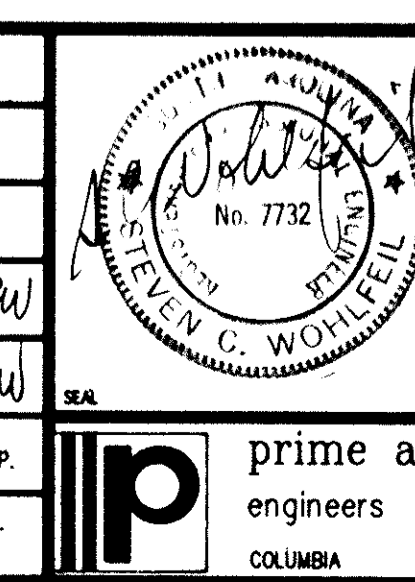
APPROVED



NOTE: SEE TMS 11116-04
UNLESS OTHERWISE NOTED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	8/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED ALIGNMENT ALONG BLUFF RD. ADDED BORE AT MH-112A, CHANGED Ø	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

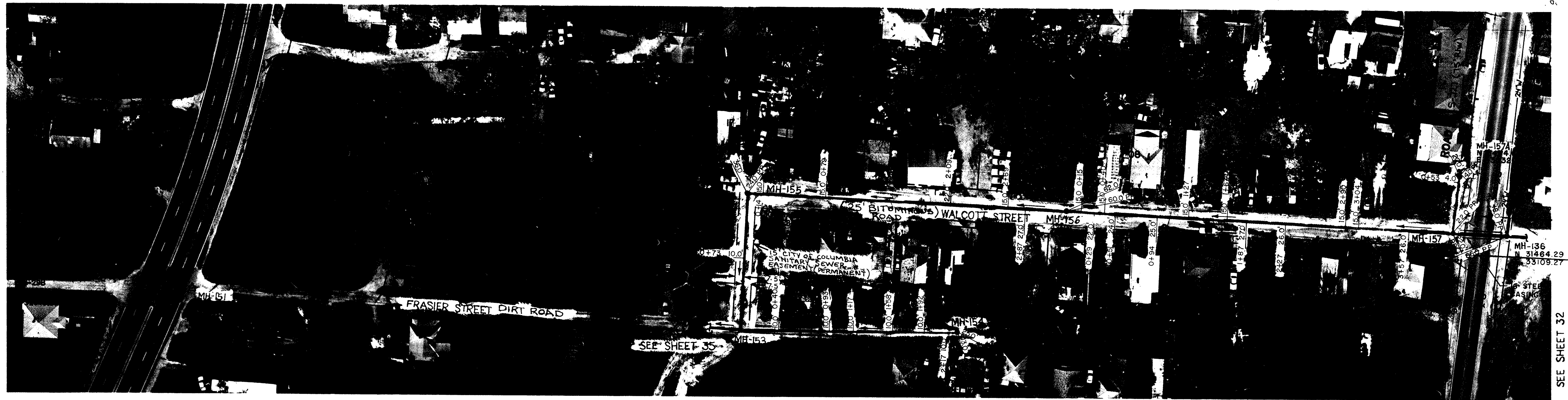
SEWER PLAN & PROFILE
BLUFF ROAD

INSTALLED BY OTHERS

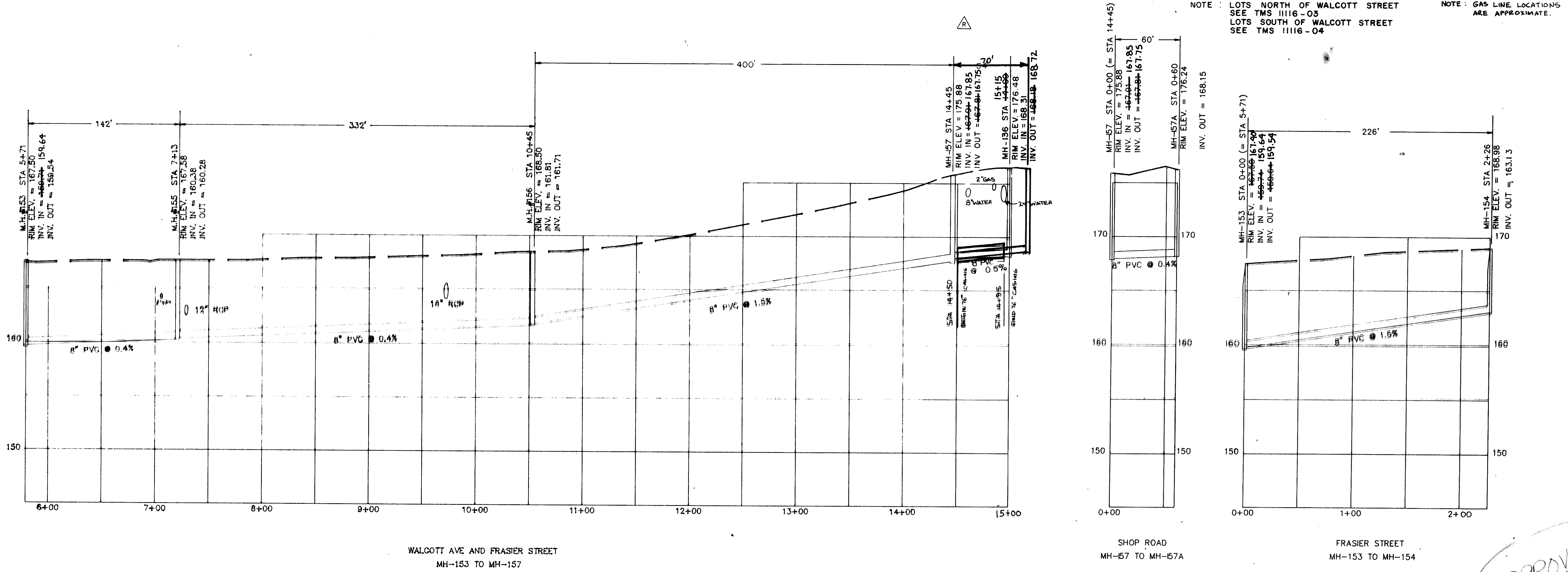
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

DATE: 9/18/89
SCALE: HORIZ. 1"=50'
VERT. 1"=5'
SHEET NO.: 88036-27

APPROVED



SEE SHEET 32



NOTE: LOTS NORTH OF WALCOTT STREET SEE TMS 11116-03 LOTS SOUTH OF WALCOTT STREET SEE TMS 11116-04

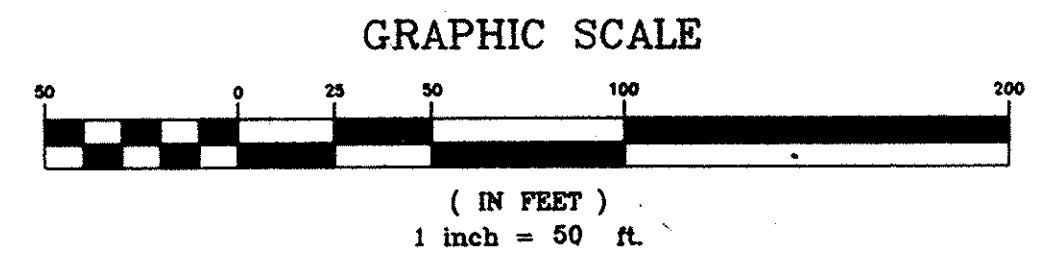
NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.

WALCOTT AVE AND FRASIER STREET
MH-153 TO MH-157

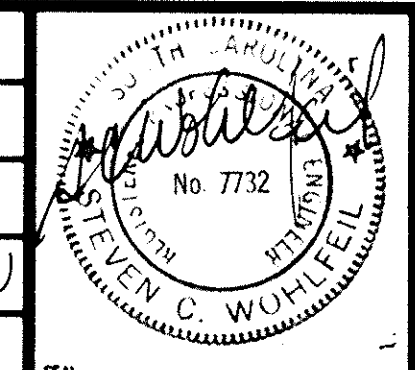
SHOP ROAD
MH-157 TO MH-157A

FRASIER STREET
MH-153 TO MH-154

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/16/90	GLB	ISSUED FOR APPROVAL	
0	7/16/88	SEV	ISSUED FOR APPROVAL	



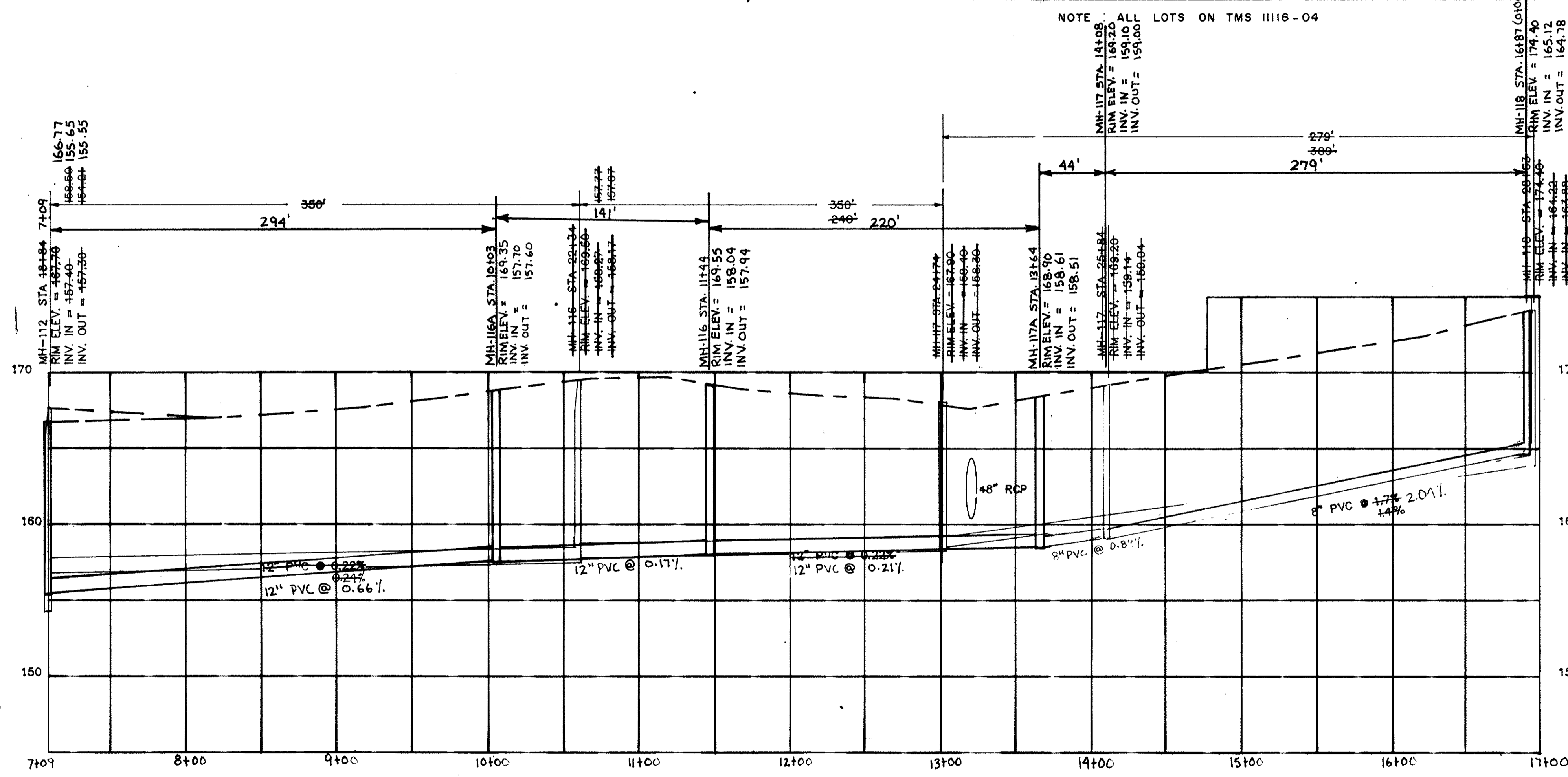
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
FRASIER STREET

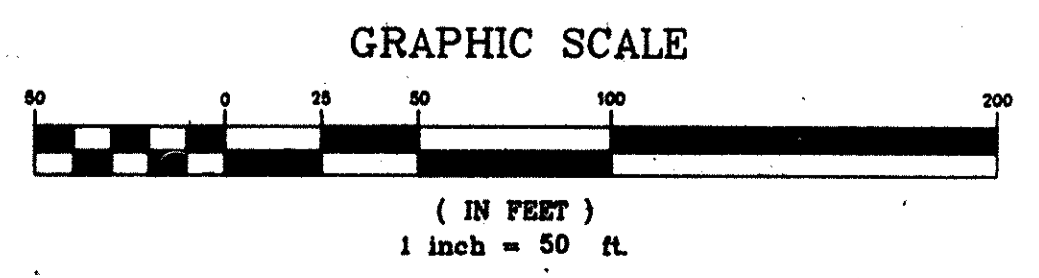
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCA/CAD: []
SEV/MCH: []
SCW: []
ATKZ: []
RETR: []

DATE: 7/18/89
SCALE: 1"=50'
88036-5G



BATES STREET
MH-112 TO MH-118



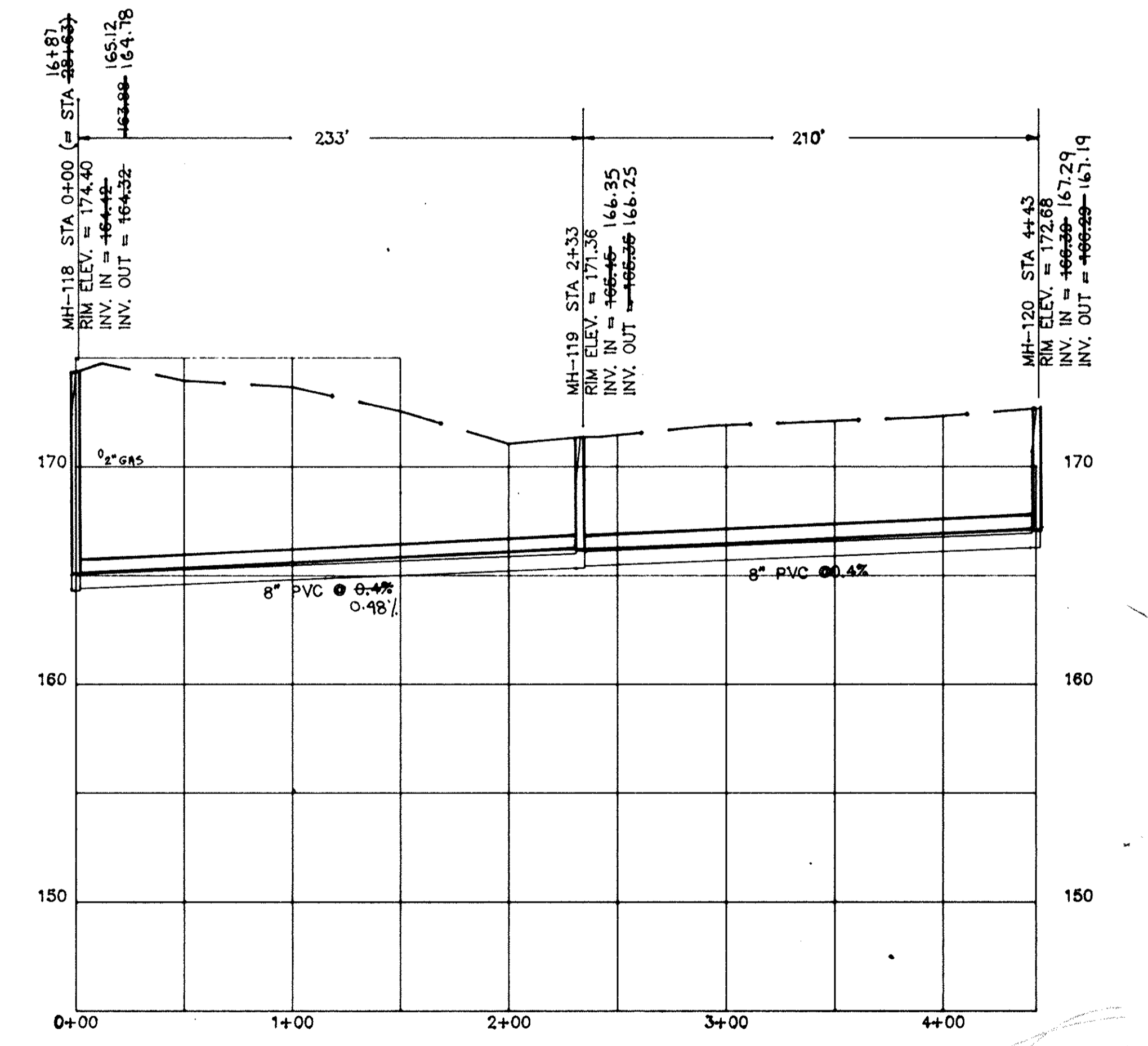
NOTE ALL LOTS ON TMS 11116-04

MH-112 STA 7+00
RIM ELEV = 166.37
INV. IN = 155.65
INV. OUT = 155.55

MH-116 STA 10+33
RIM ELEV = 164.35
INV. IN = 157.60
INV. OUT = 157.60

MH-117 STA 11+44
RIM ELEV = 159.55
INV. IN = 158.94
INV. OUT = 157.99

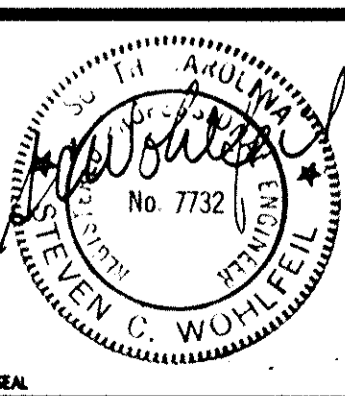
MH-118 STA 14+00
RIM ELEV = 169.70
INV. IN = 159.10
INV. OUT = 159.00



OFF BATES STREET
MH-118 TO MH-120

INSTALLED BY OTHERS
APPROVED

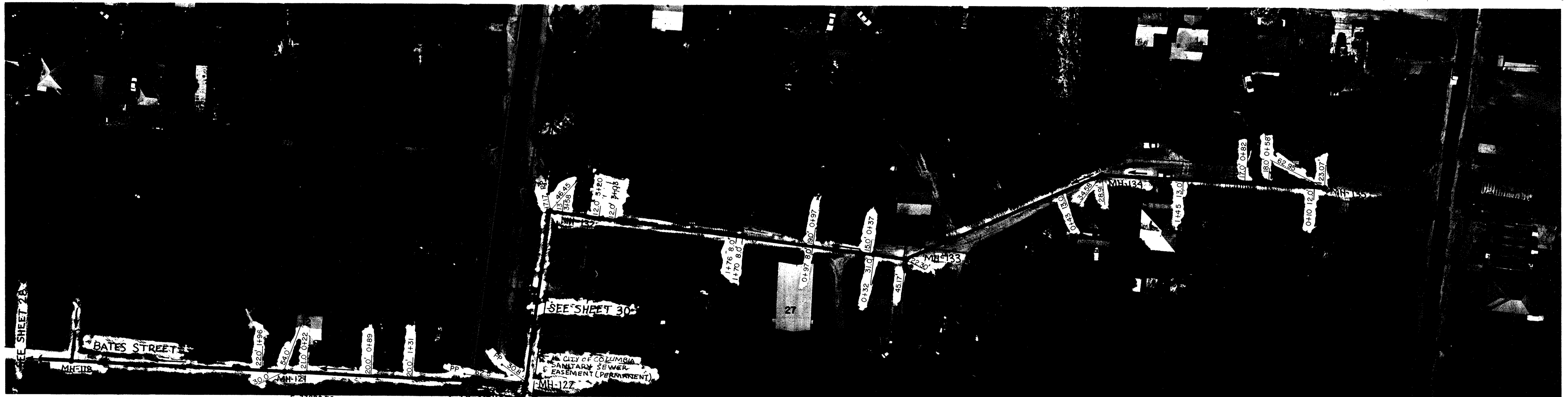
REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	12/5/95	CEC	REVISED LOCATION, INV. & SIZE MH-112 TO 118	
2	11/9/95	CEC	REVISED INV. MH-112	
1	6/18/90	GLB	ISSUED FOR APPROVAL	<i>TCW</i>
0	9/18/89	REV	ISSUED FOR APPROVAL	<i>TCW</i>



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
BATES STREET

prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	<table border="1"> <tr> <td>MCM/CMO</td> <td>REV/MON</td> <td>SCW</td> <td>AT/AT</td> </tr> <tr> <td>DATE</td> <td>DATE</td> <td>DATE</td> <td>DATE</td> </tr> <tr> <td>9/18/89</td> <td>11/9/95</td> <td>12/5/95</td> <td></td> </tr> </table>	MCM/CMO	REV/MON	SCW	AT/AT	DATE	DATE	DATE	DATE	9/18/89	11/9/95	12/5/95	
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DATE	DATE	DATE	DATE										
9/18/89	11/9/95	12/5/95											

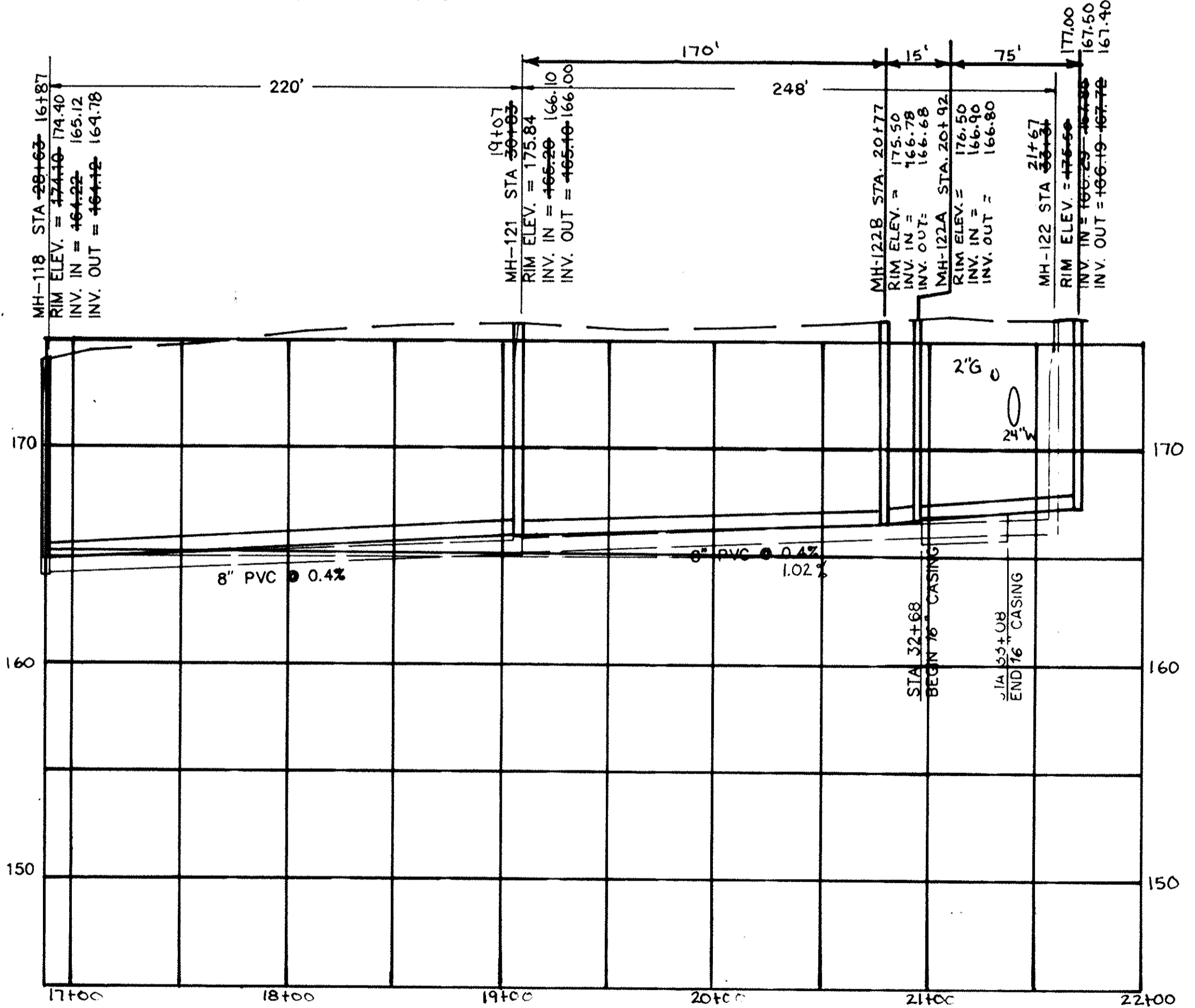


NOTE: LOTS SW OF SHOP RD.
SEE TMS 11116-04

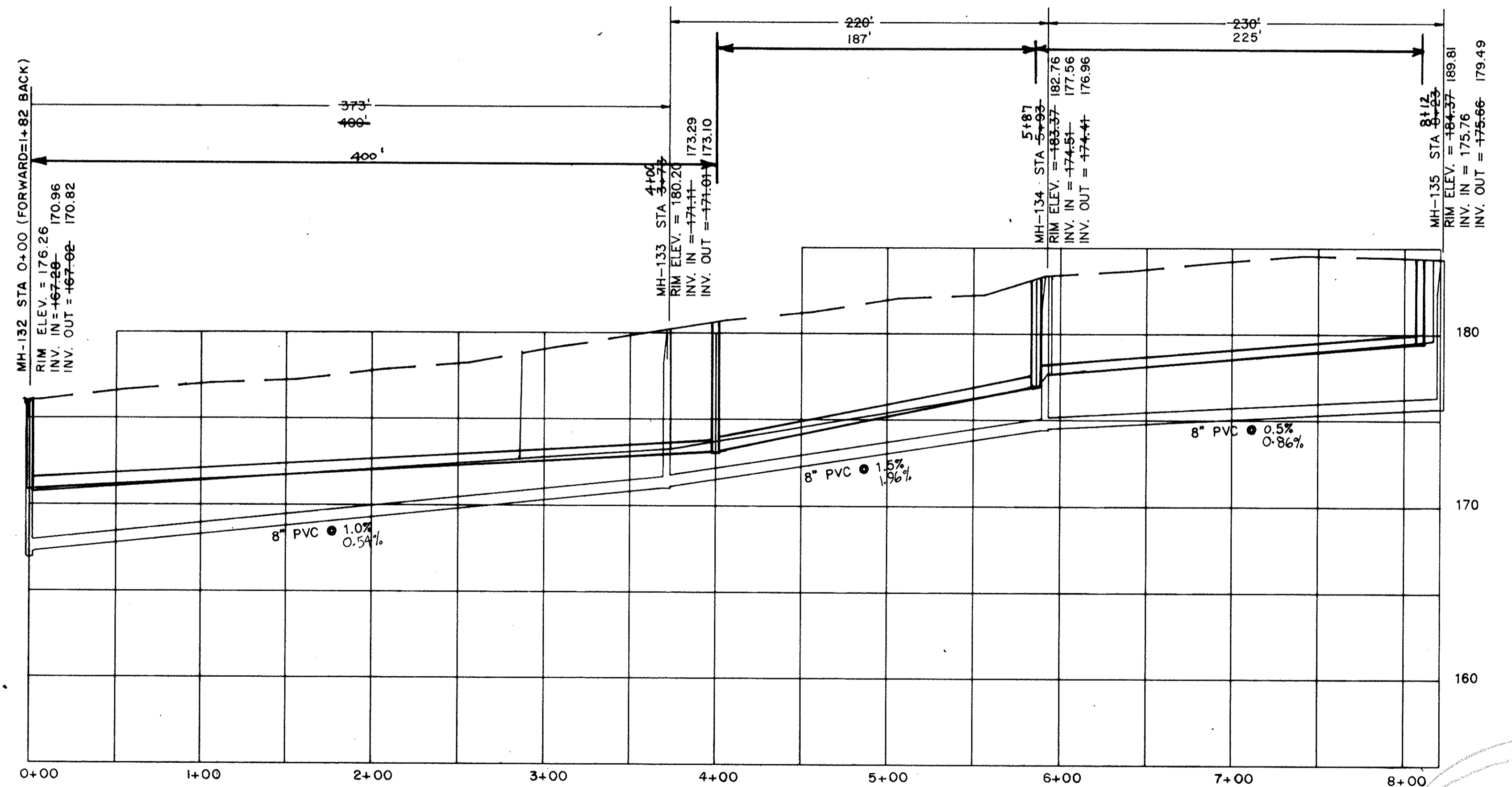
40" - 16" DIA.
STEEL CASING

SEE SHEET 30

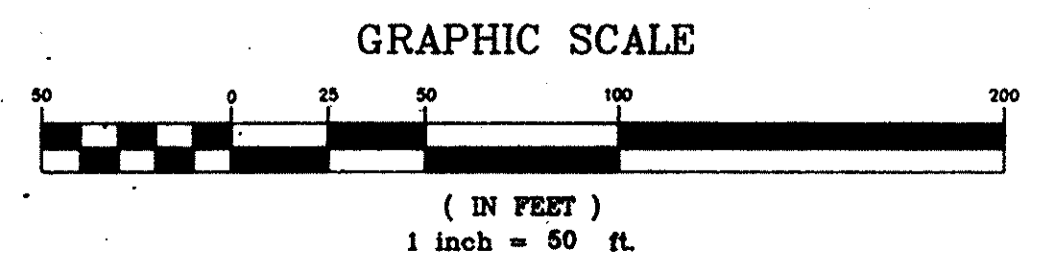
NOTE: LOTS NE OF SHOP RD.
SEE TMS 13701-04



BATES STREET
MH-118 TO MH-122



TOLLIVER ST.
MH-132 TO MH-135



APPROVED

3	TCW	REVISED PER COMMENTS	
1	TCW	RECORD DRAWING	
1	GLB	ISSUED FOR APPROVAL	
0	SEV	ISSUED FOR APPROVAL	
REV.	DATE	BY	DESCRIPTION
REVISION			

SEVEN C. WOHLFEL

REGISTERED PROFESSIONAL ENGINEER

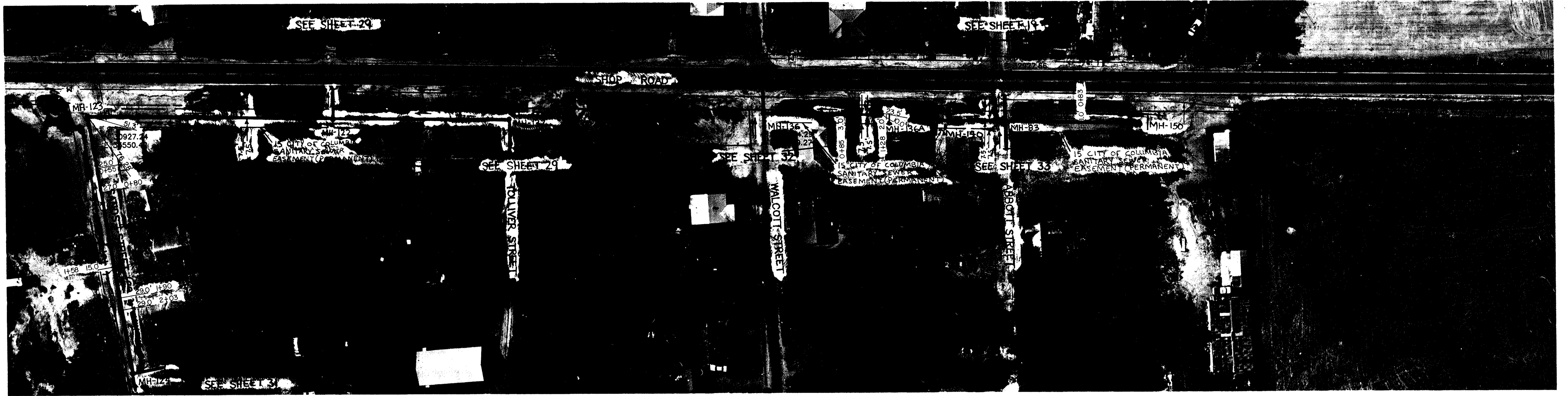
NO. 7732

SOUTH CAROLINA

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
TOLLIVER STREET

prime associates, inc.	MCM/CAD	SEV/MCM	SW	ATL	DATE	SCALE	88036-29
engineers planners surveyors	DATE	DATE	DATE	DATE	DATE	DATE	DATE
COLUMBIA SOUTH CAROLINA							

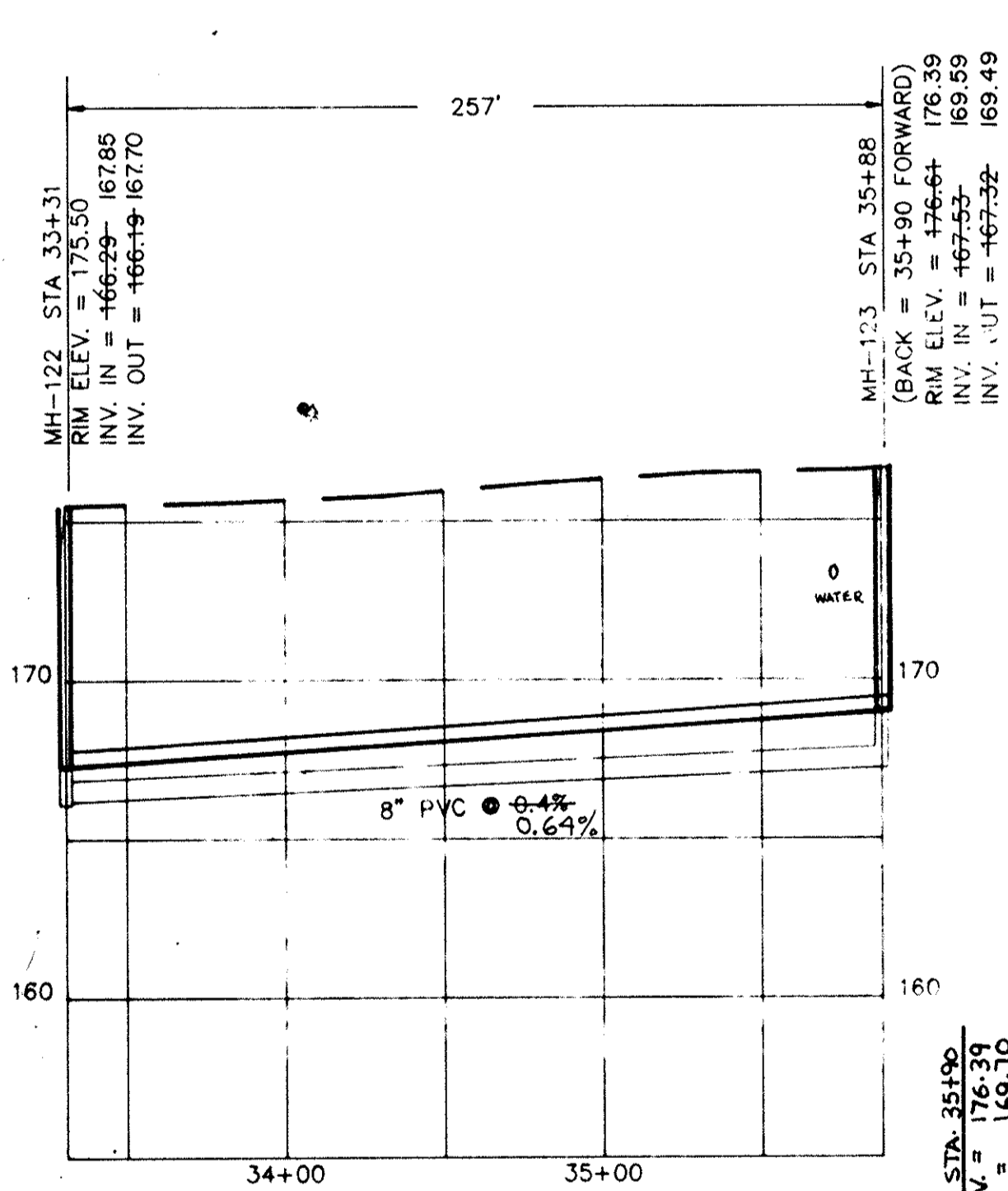


E 33725.19

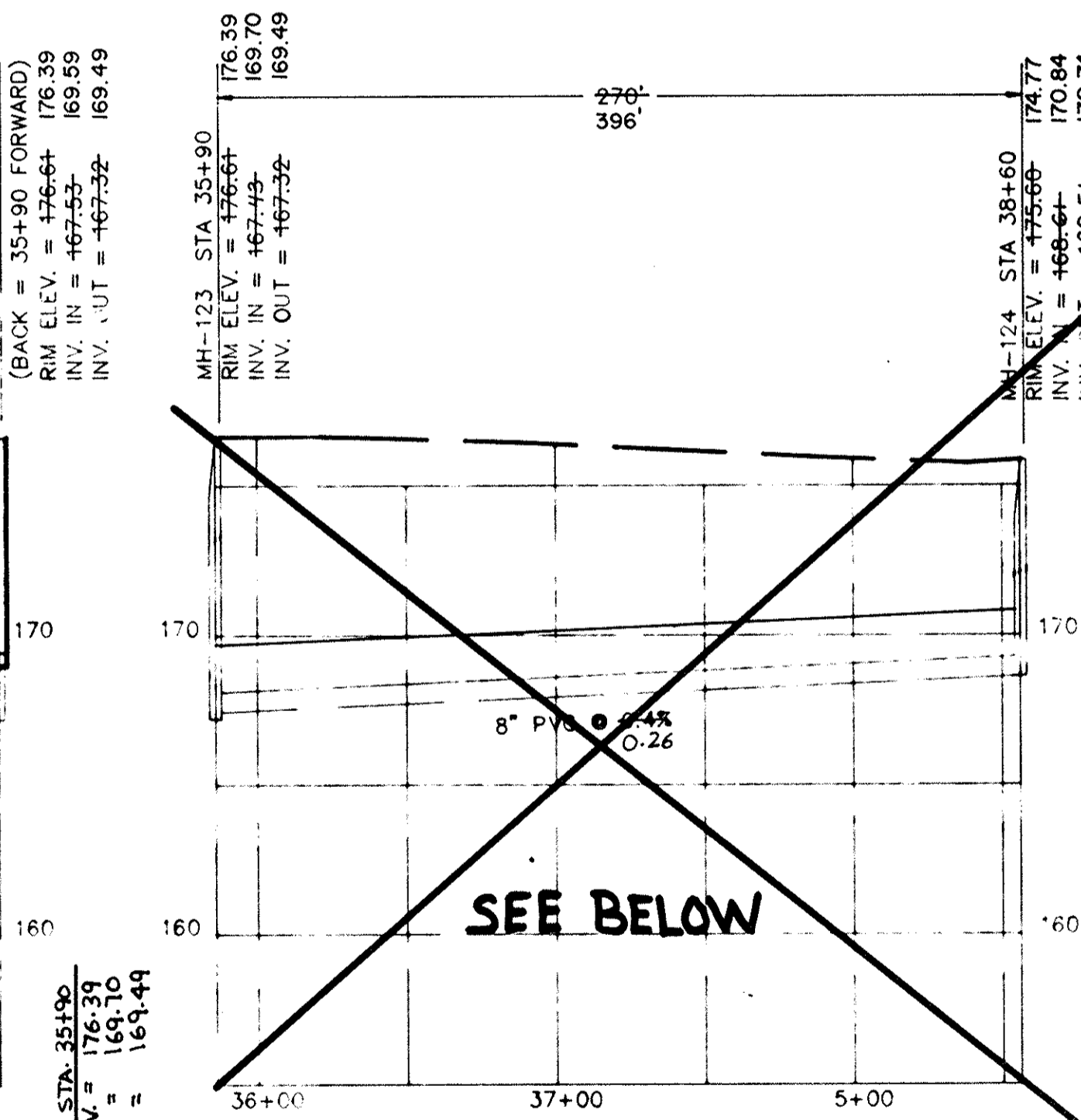
NOTE: ALL LOTS EAST OF WALCOTT ST.
SEE TMS 13701-04

NOTE: ALL LOTS WEST OF WALCOTT ST.
SEE TMS 11213

NOTE: DIMENSIONS SHOWN THIS SHEET ARE FROM E.O.P. TO 24" WATERLINE. OTHER WATER AND GAS LOCATIONS ARE APPROXIMATE.

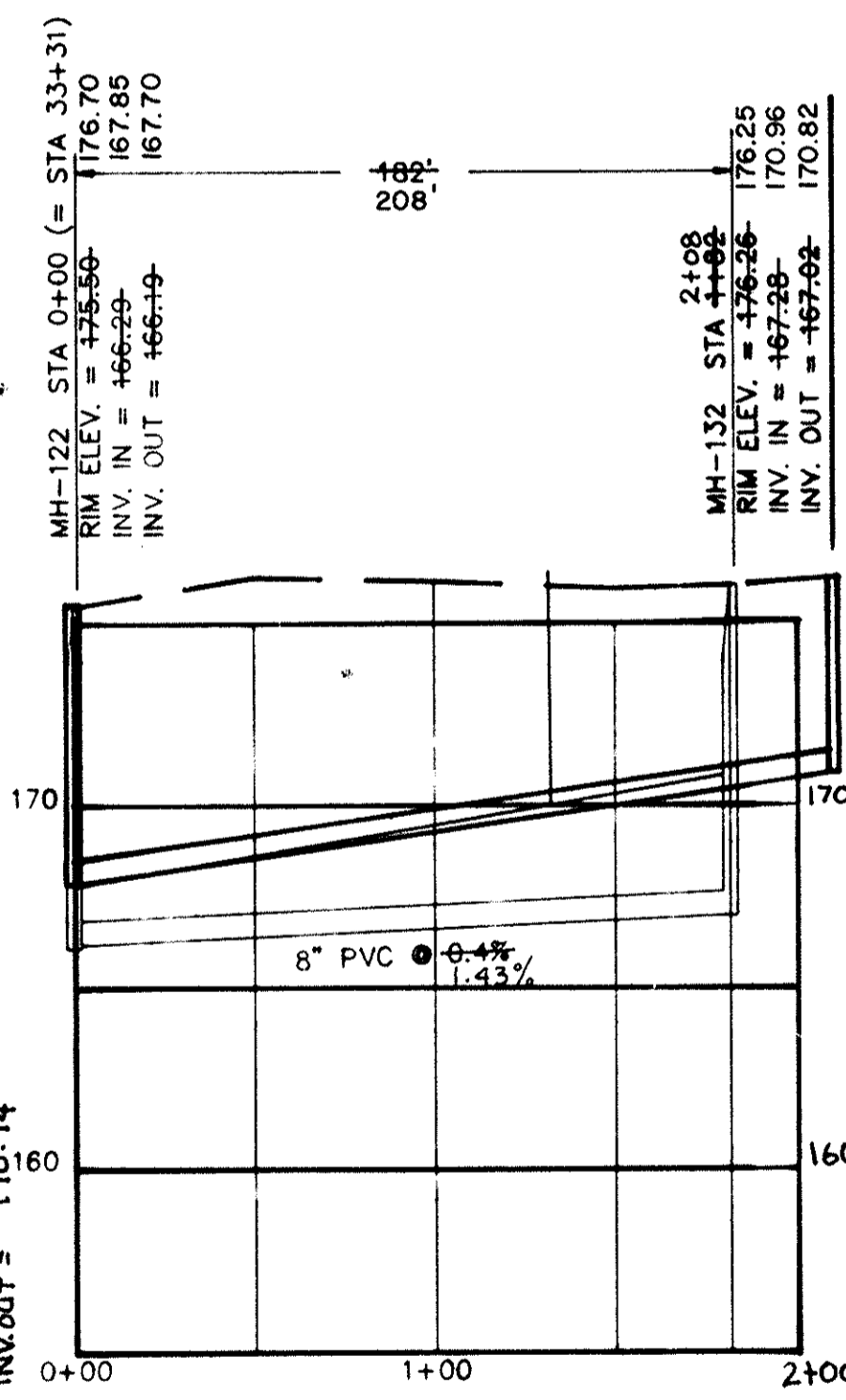


SHOP ROAD
MH-122 TO MH-123

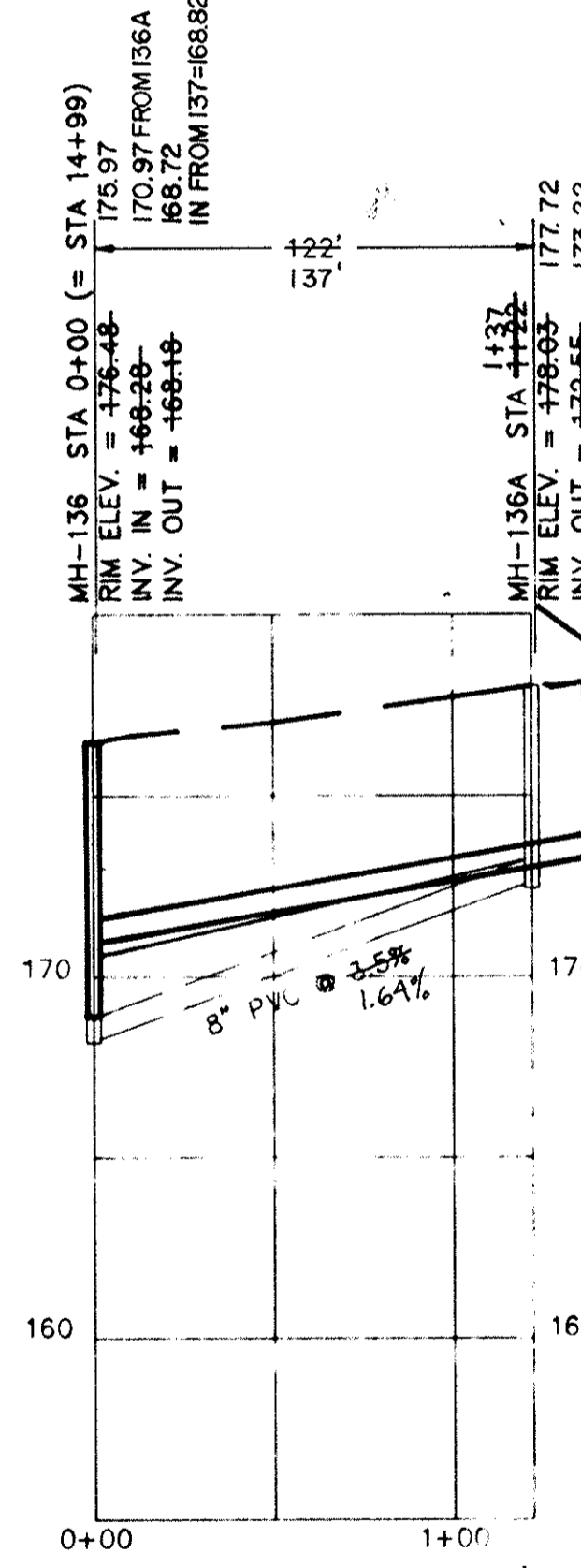


SEE BELOW

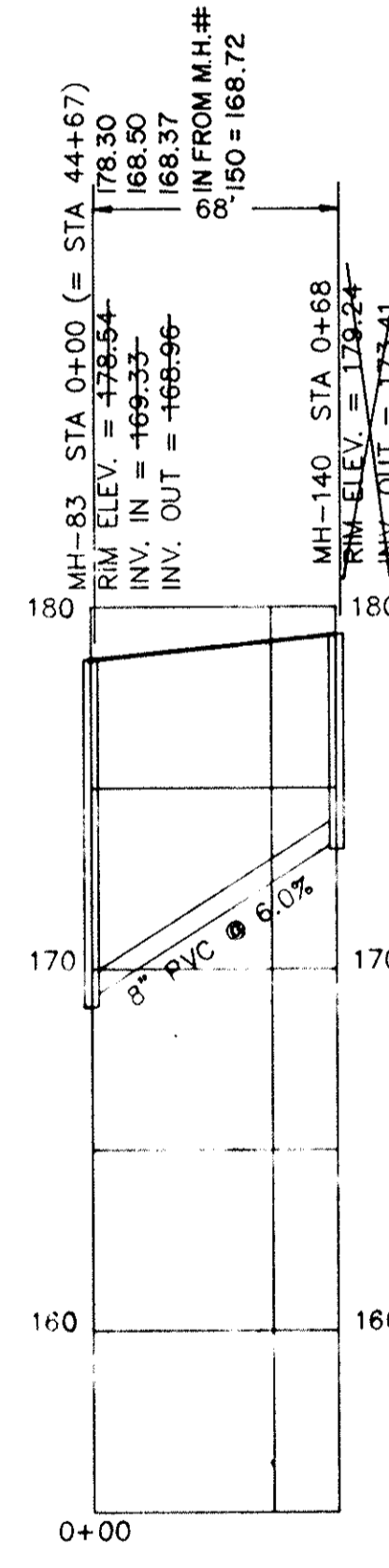
SHOP ROAD
MH-123 TO MH-124



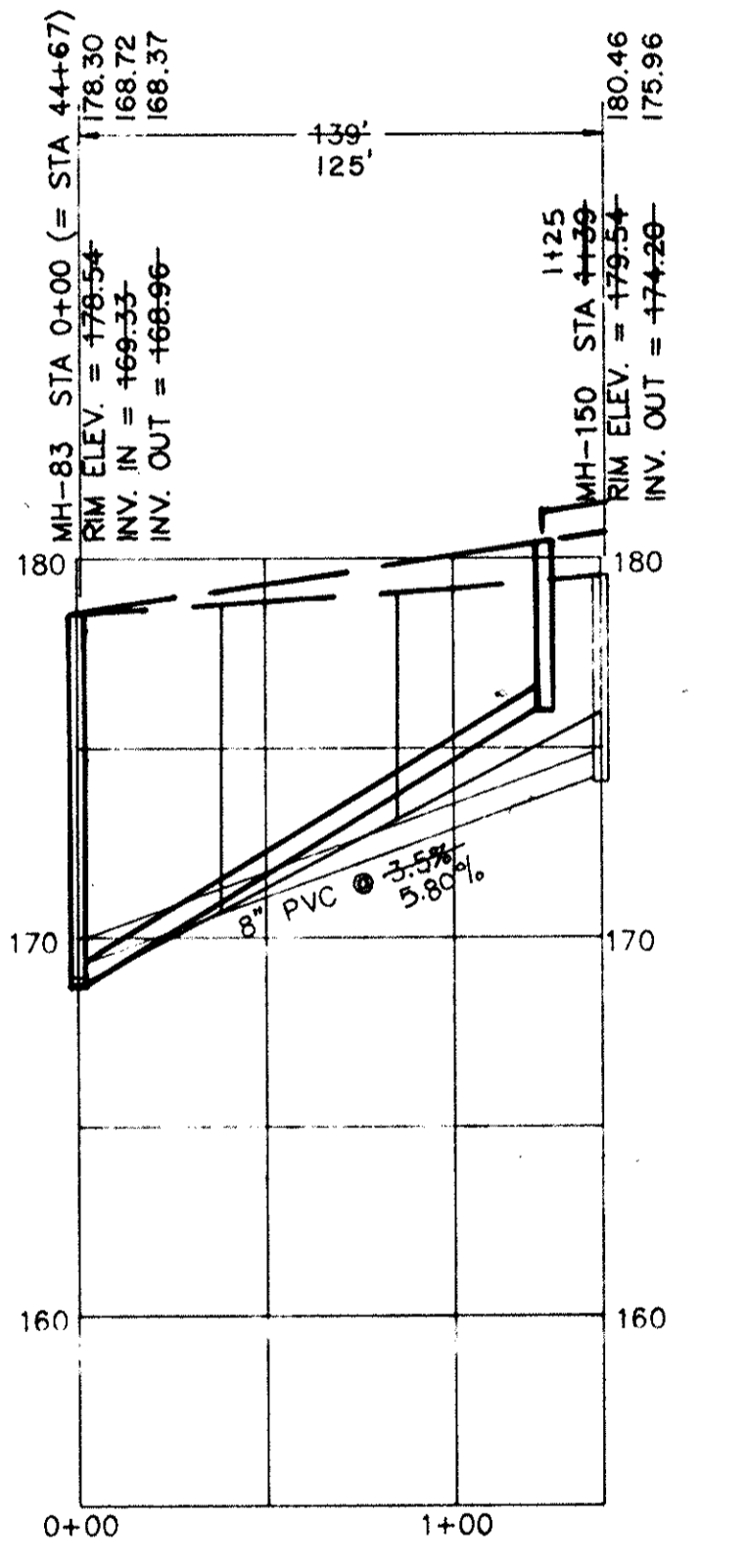
SHOP ROAD
MH-122 TO MH-132



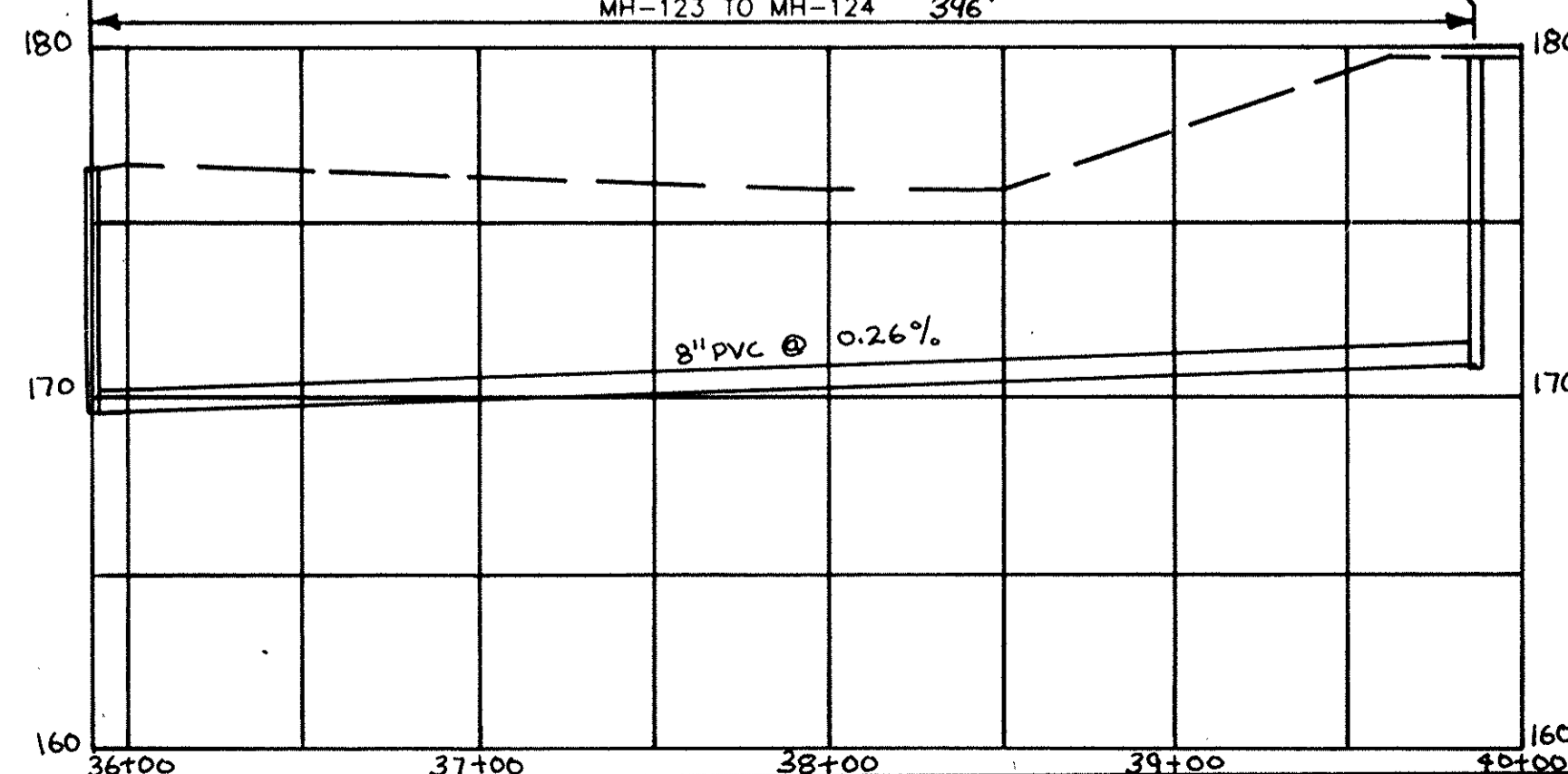
SHOP ROAD
MH-136 TO MH-136A



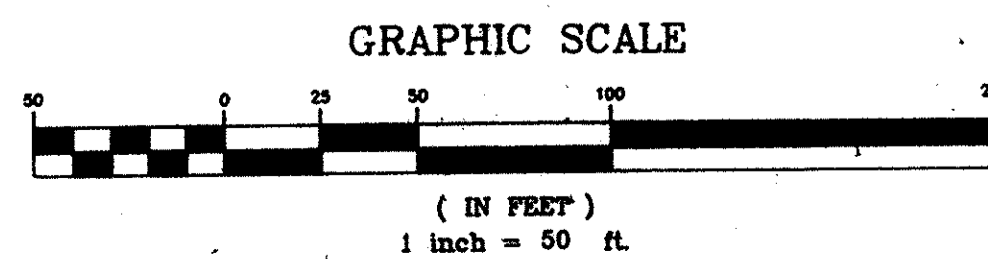
SHOP ROAD
MH-83 TO MH-140



SHOP ROAD
MH-83 TO MH-150

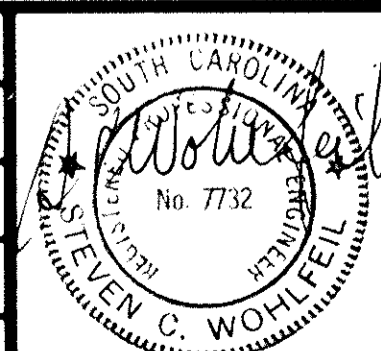


SHOP ROAD
MH-123 TO MH-124



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	G.L.B.	ISSUED FOR APPROVAL	
0	2/18/89	SEV	ISSUED FOR APPROVAL	
REVISION				

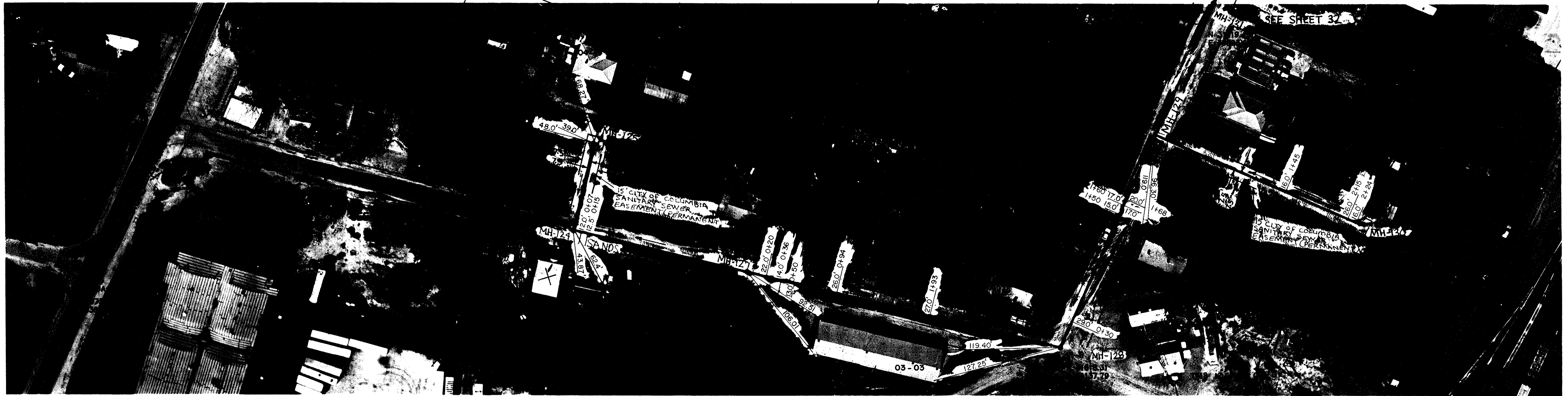


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

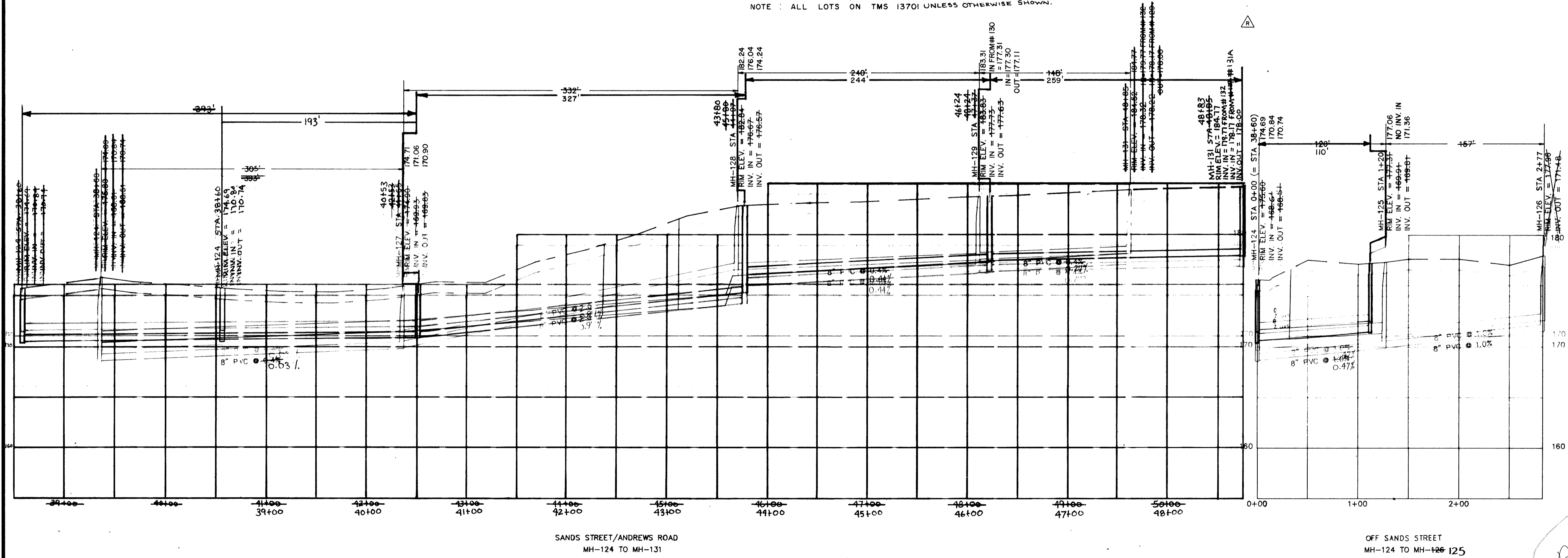
SEWER PLAN & PROFILE
SHOP ROAD

prime associates, inc.
engineers planners surveyors

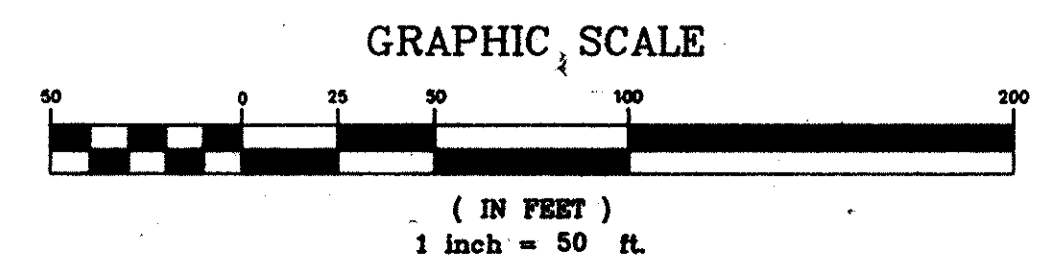
DATE	1/18/89	SCALE	HOR 1"=50' VERT 1"=5'
DRAWN	TCW	CHECK	TCW
DATE	1/18/89	SCALE	88036-30



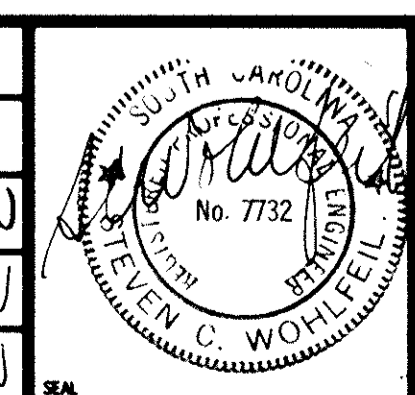
NOTE: ALL LOTS ON TMS 13701 UNLESS OTHERWISE SHOWN.



APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	3/19/91	MCM	REVISED TIE-IN AT MH-25	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	9/18/89	SEV	ISSUED FOR APPROVAL	sw



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

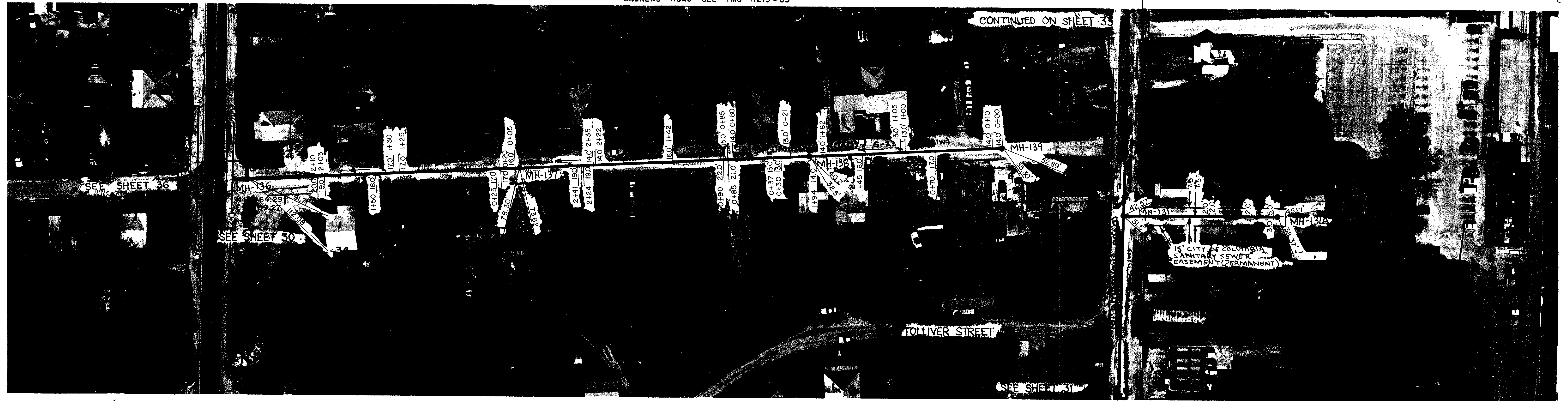
SEWER PLAN & PROFILE
 SANDS STREET

prime associates, inc.
 engineers planners surveyors
 COLUMBIA SOUTH CAROLINA

MCM/CAD: sw
 REV/MCM: sw
 DATE: 9/18/95
 SCALE: 1"=50'

88036-31

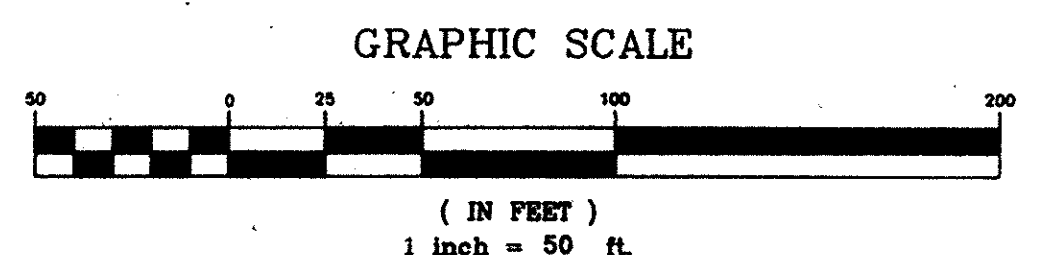
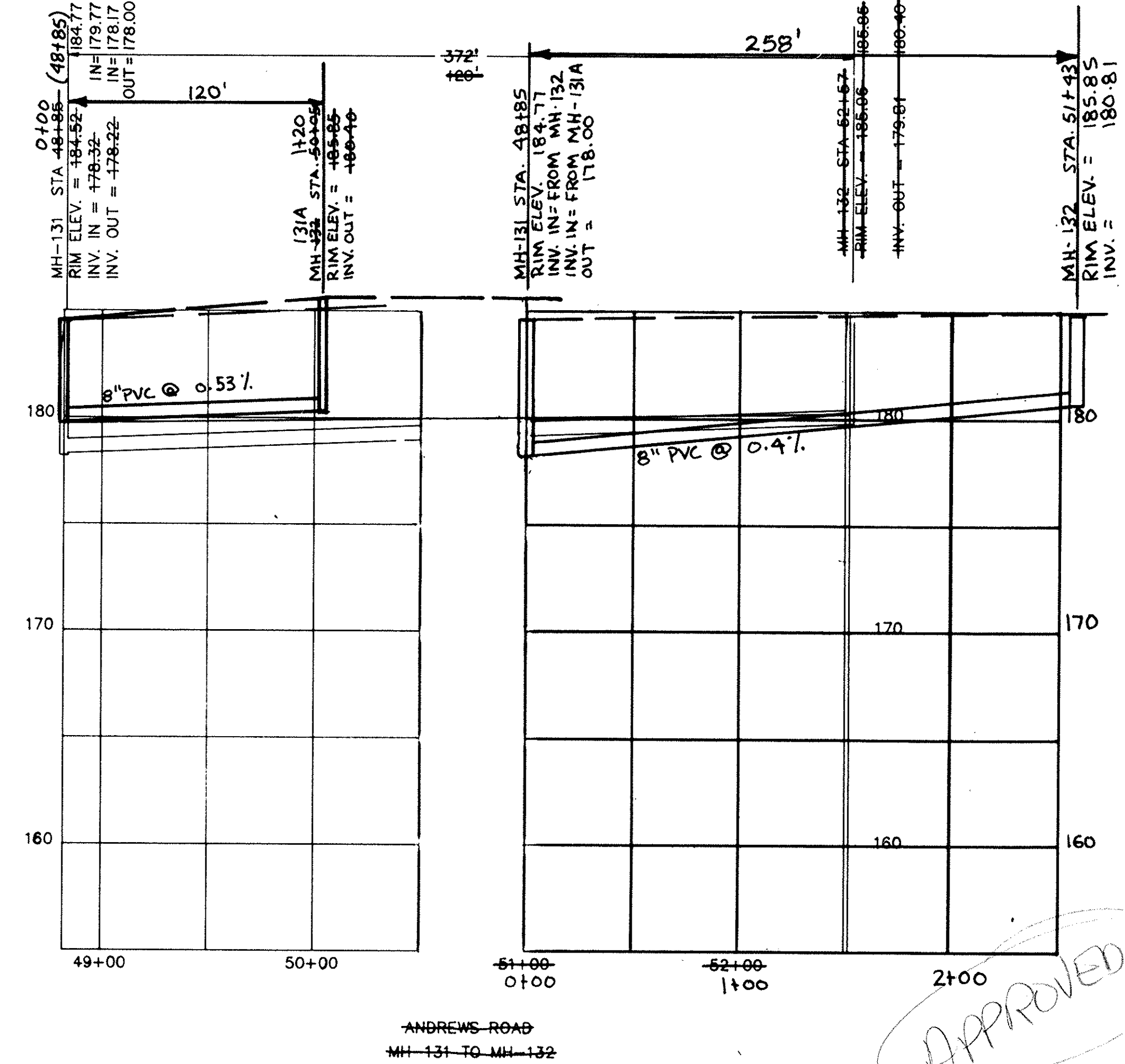
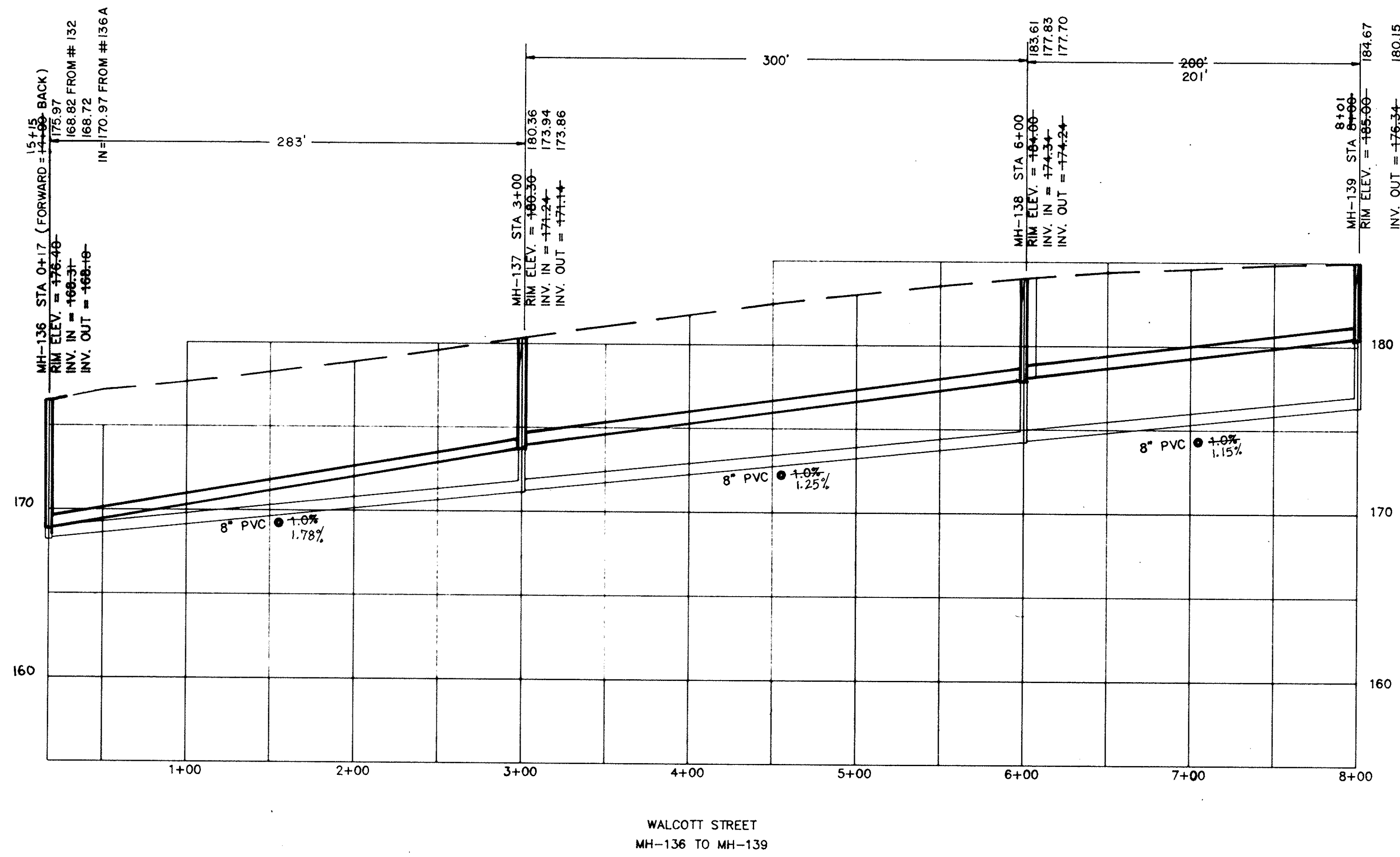
NOTE: ALL LOTS NORTH OF WALCOTT ST. & WEST OF ANDREWS ROAD SEE TMS 11213-03



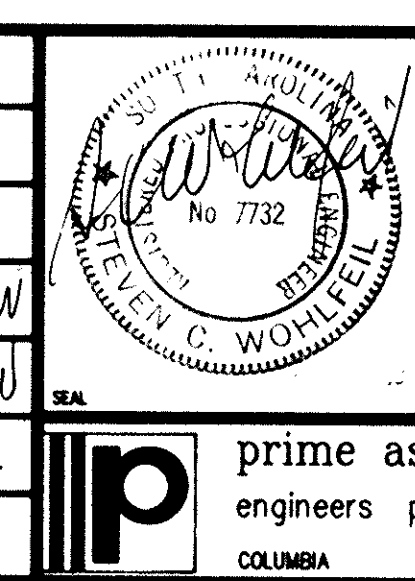
NOTE: ALL LOTS SOUTH OF WALCOTT ST. OR EAST OF ANDREWS ROAD SEE TMS 13701-04

N 31919.49
E 33893.62

NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	7/18/89	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
WALCOTT STREET

prime associates, inc.
engineers planners' surveyors
COLUMBIA SOUTH CAROLINA

DATE: 5/15/95
FOR 1"=50'
88036-32

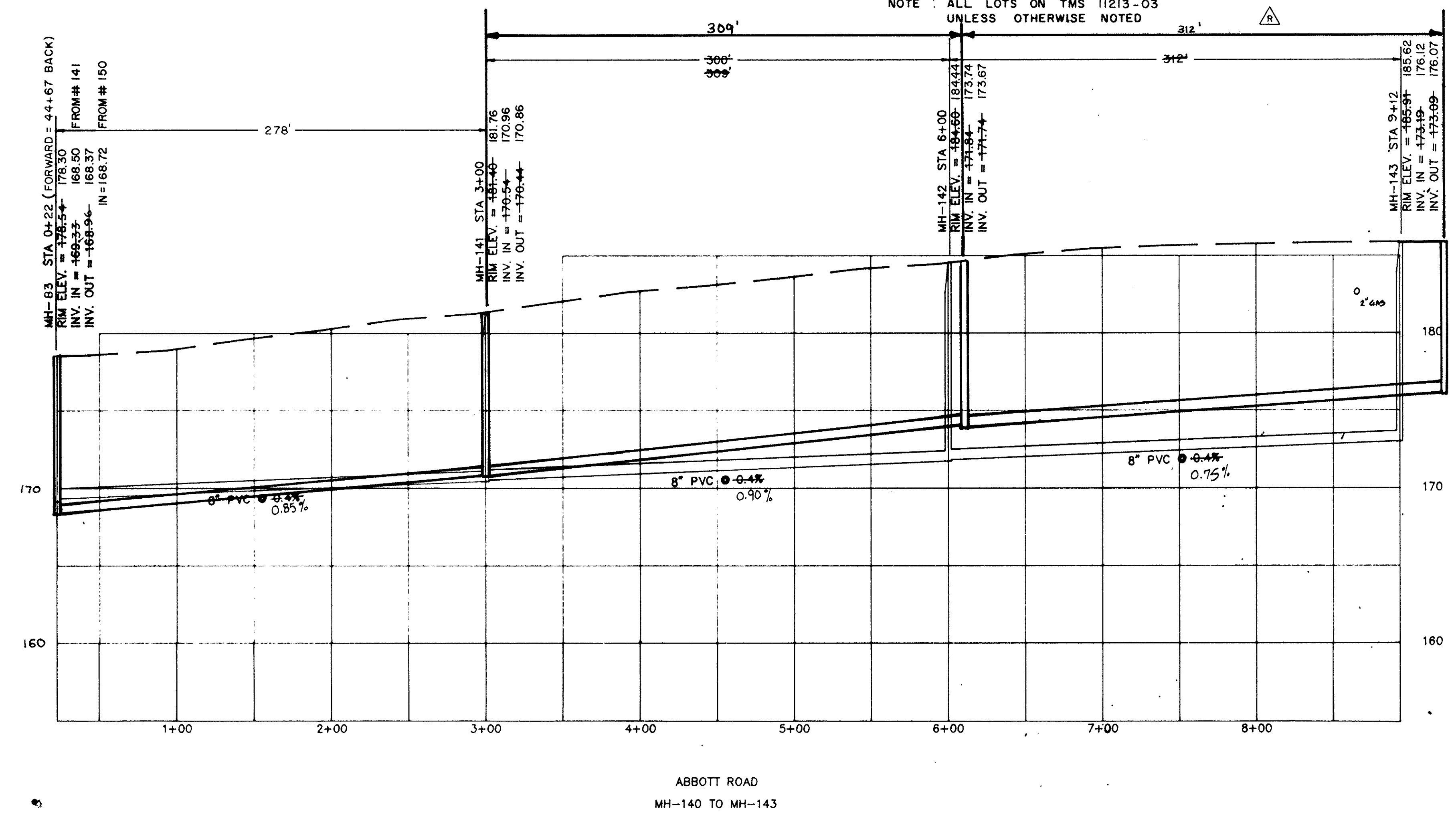
APPROVED



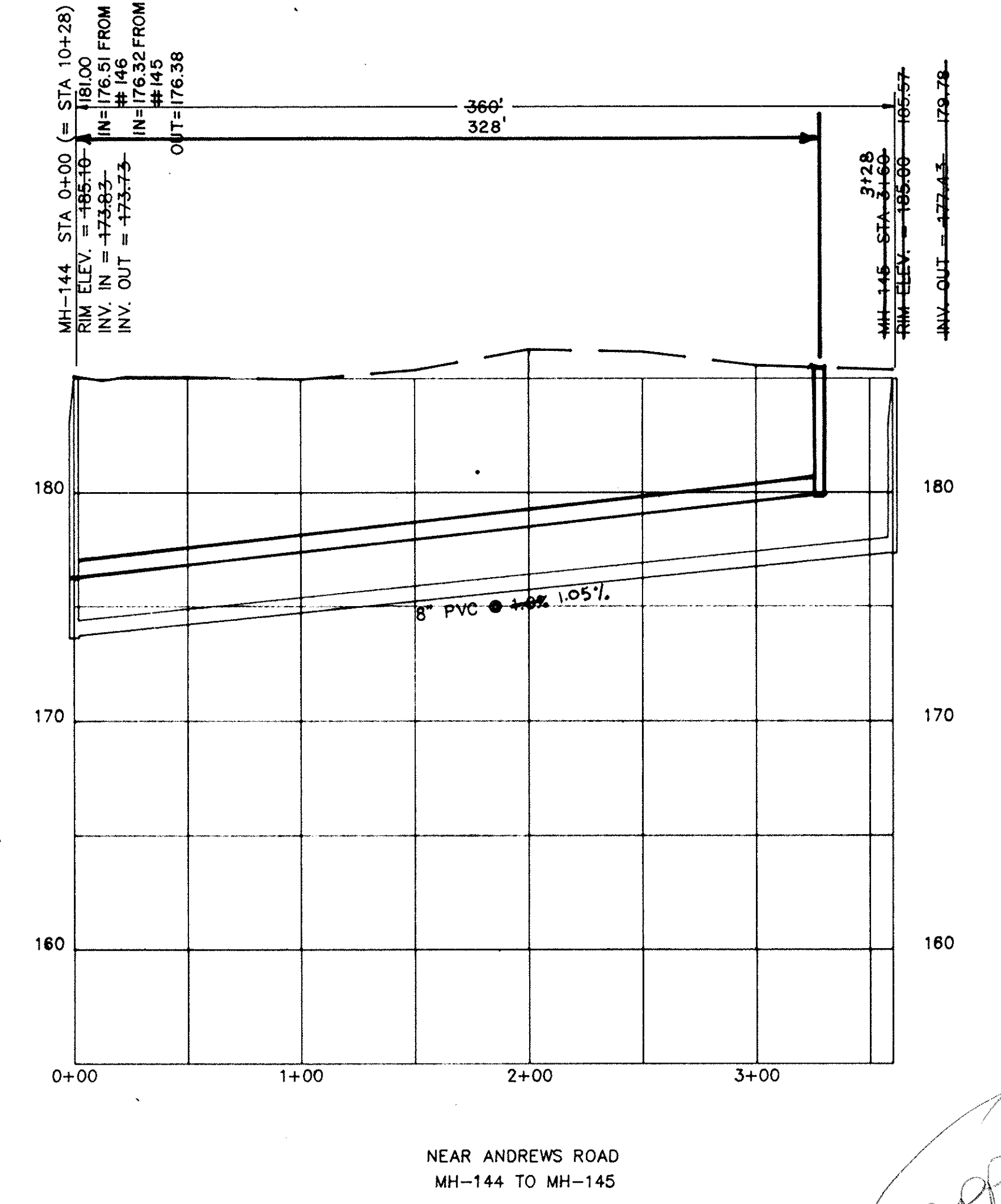
NOTE: ALL LOTS ON TMS 11213-03 UNLESS OTHERWISE NOTED

CONTINUED ON SHEET 32

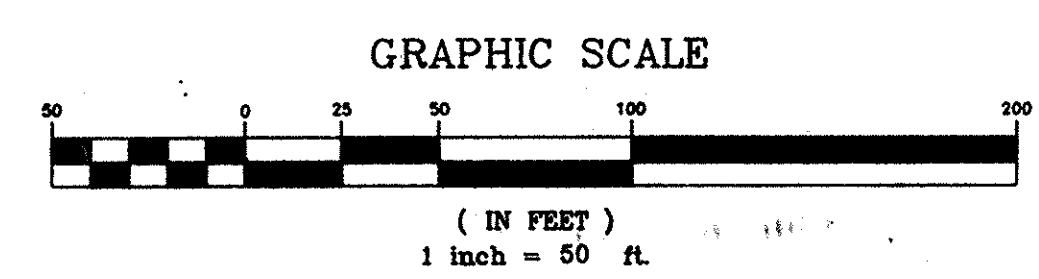
NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.



ABBOTT ROAD
MH-140 TO MH-143



NEAR ANDREWS ROAD
MH-144 TO MH-145



APPROVED

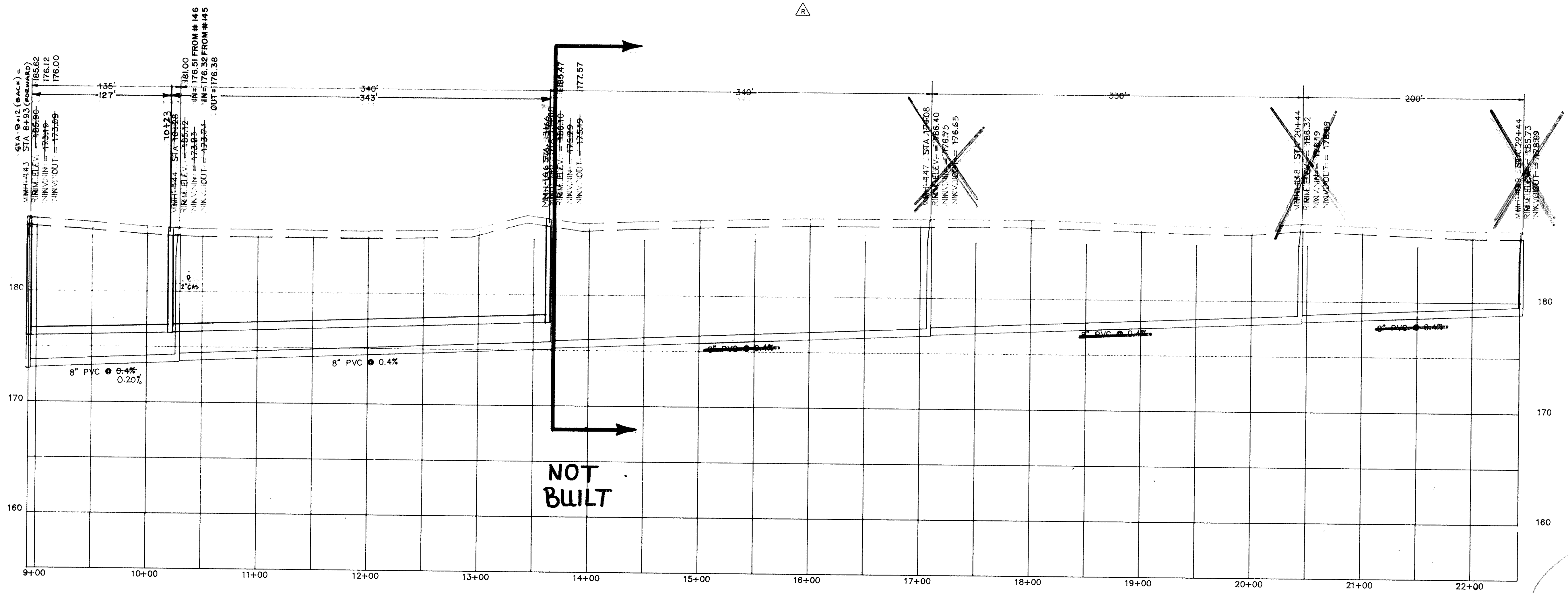
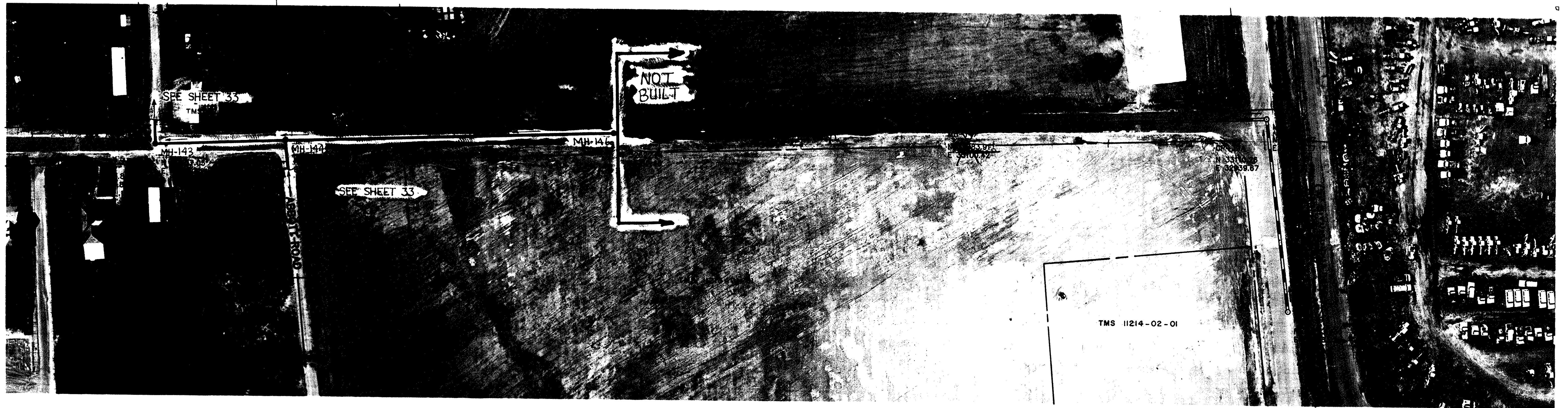
3			TCW	REVISED PER COMMENTS	
1			TCW	RECORD DRAWING	
1			GLB	ISSUED FOR APPROVAL	AW
0			SEV	ISSUED FOR APPROVAL	AW
REV.	DATE	BY		DESCRIPTION	APP.
REVISION					

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

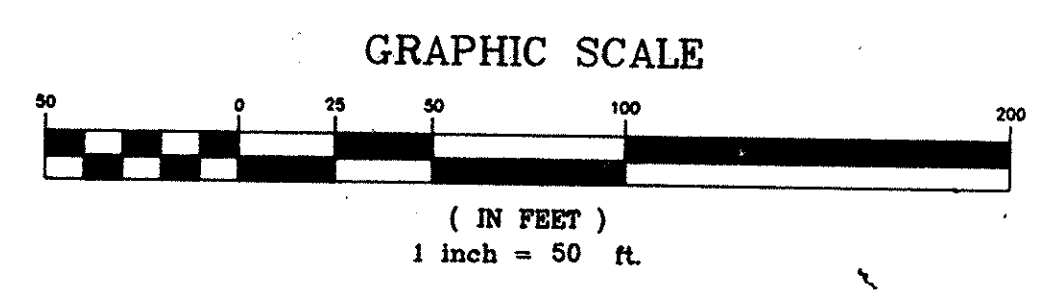
SEWER PLAN & PROFILE
ABBOTT ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NOV/CAD	REV/ACM	SCW	AT&MS
DATE	DATE	FILE	FILE
9/18/89	11/20/89	88036-33	
DATE	DATE	FILE	FILE

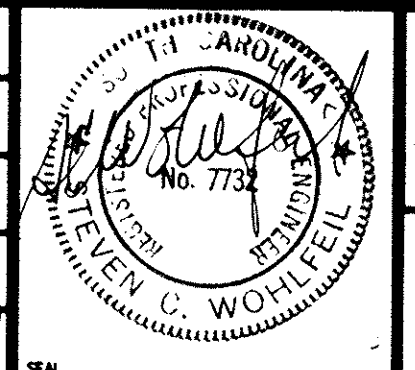


ANDREWS ROAD
MH-143 TO MH-149



APPROVED

3	TCW	REVISED PER COMMENTS
1	GLB	ISSUED FOR APPROVAL
0	SEV	ISSUED FOR APPROVAL
REV.	DATE	DESCRIPTION

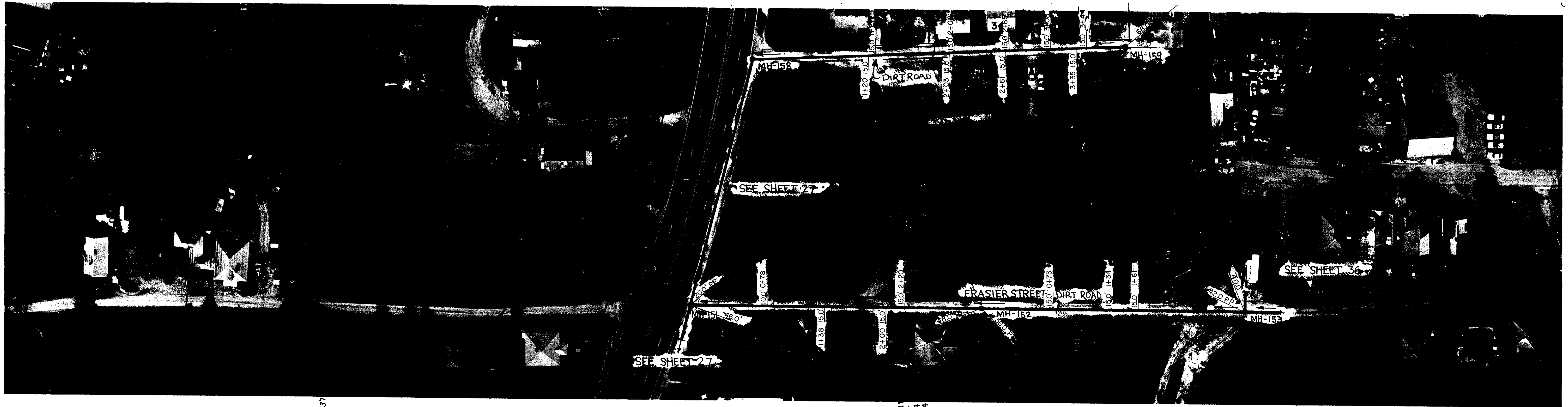


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

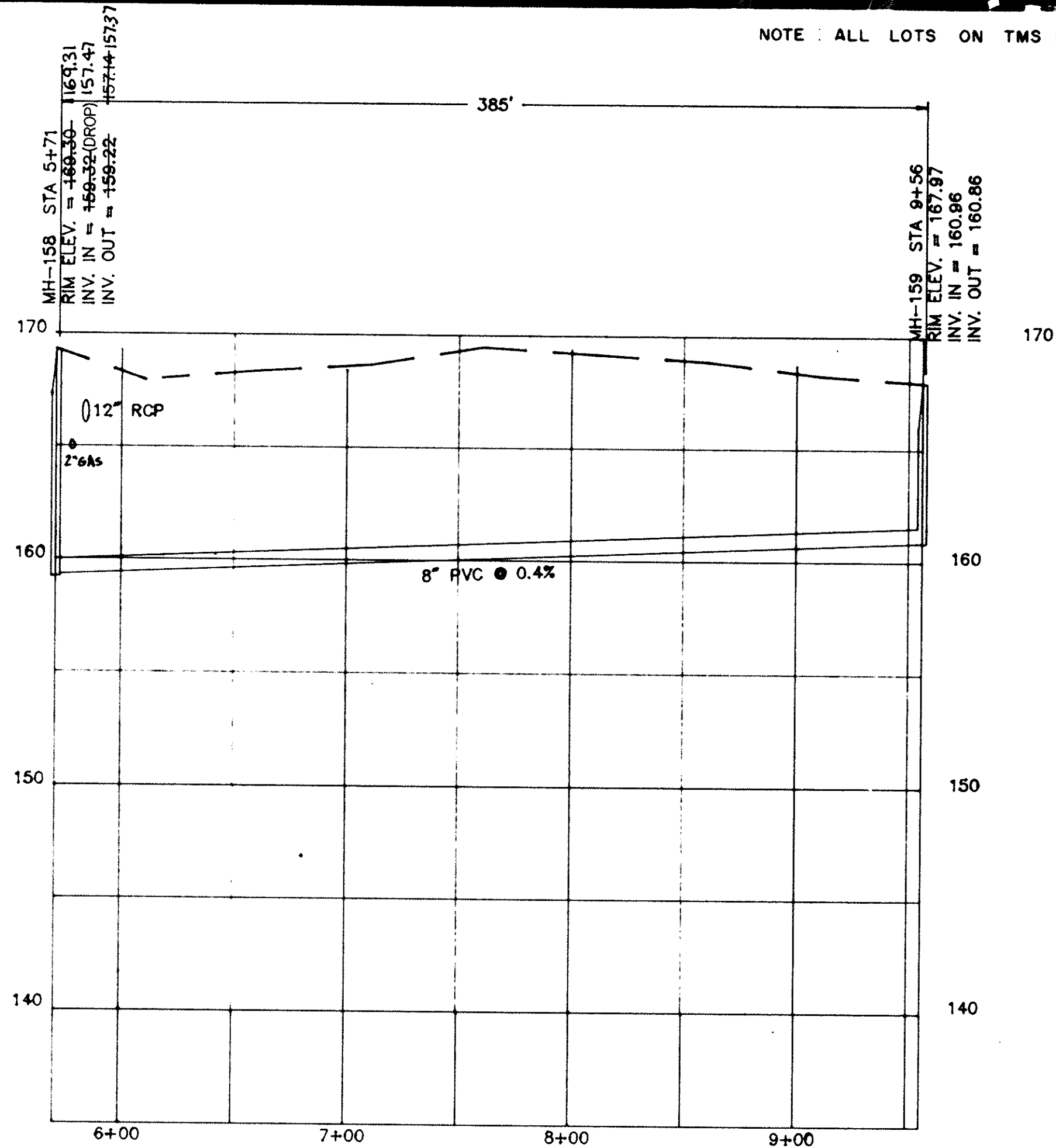
SEWER PLAN & PROFILE
ANDREWS ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

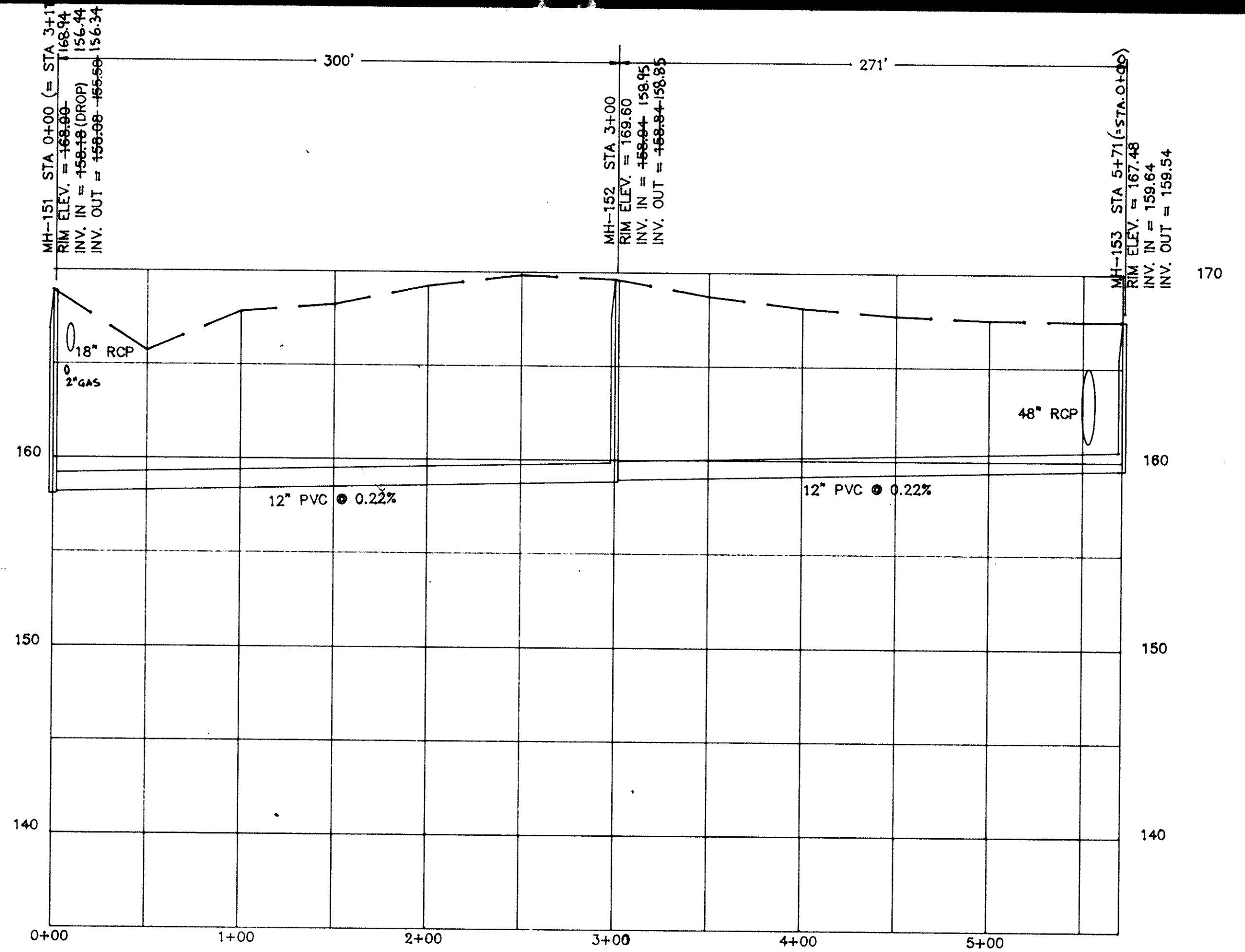
MOM/CAD	SEV/MOM	SEW	ATANDRESA
9/18/09	HOR 1'-00"	88036-34	FILE
DATE	VERT 1'-5"	DATE	



NOTE: ALL LOTS ON TMS 11116-03.



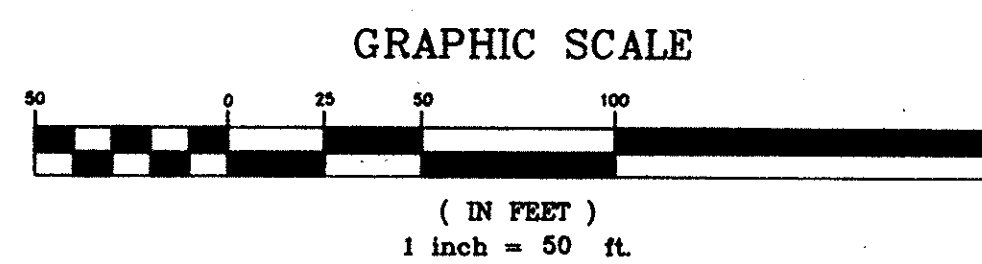
OFF BLUFF ROAD
MH-158 TO MH-159



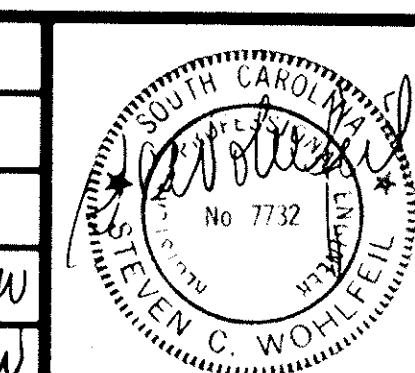
FRASIER STREET
MH-151 TO MH-153

INSTALLED BY OTHERS

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED INVERT MH #'S 151 & 158	
1	6/16/90	GLB	ISSUED FOR APPROVAL	SW
0	9/18/89	SEV	ISSUED FOR APPROVAL	SW

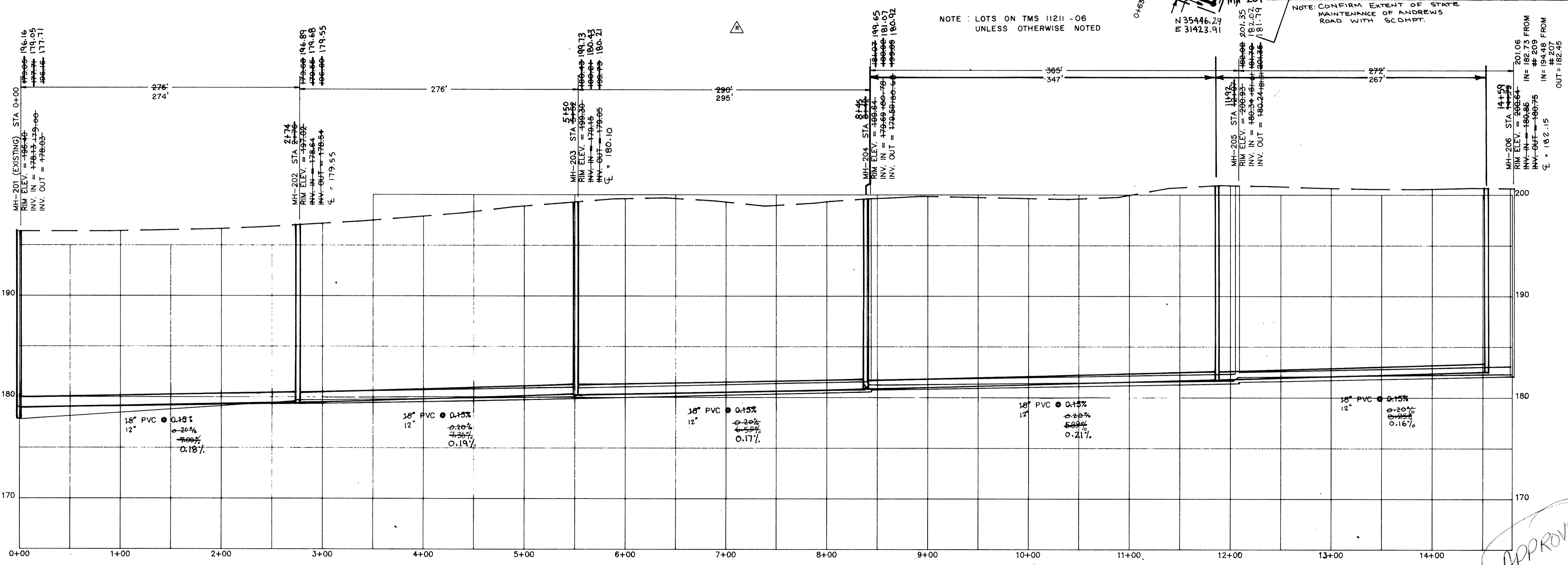
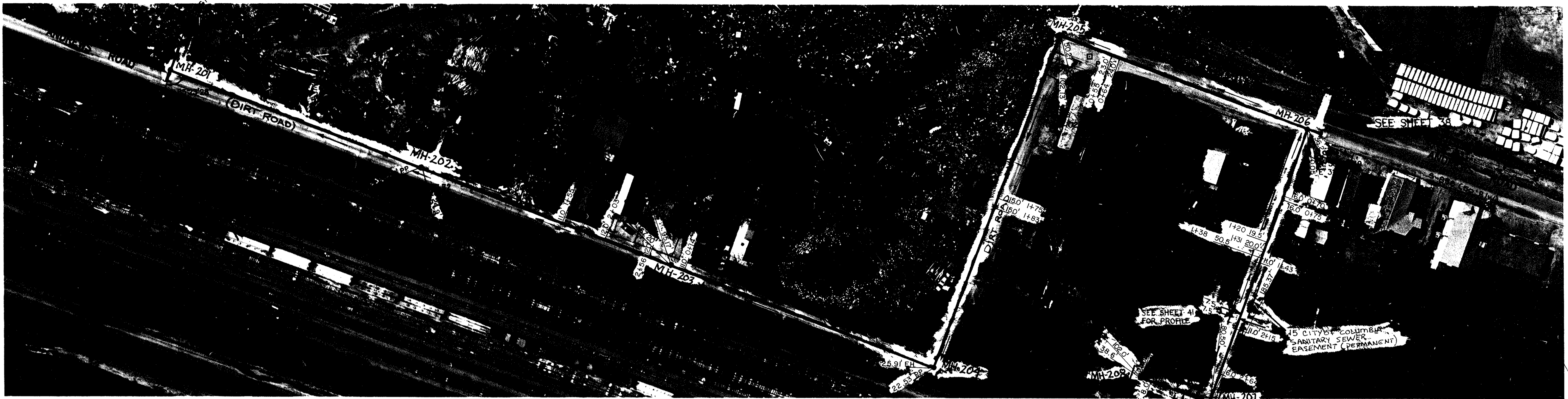


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
FRASIER STREET

prime associates, inc.
engineers, planners, surveyors
COLUMBIA SOUTH CAROLINA

DATE	9/18/89	SCALE	1"=50'
DWG. NO.	88036-35		



MH-201 (EXISTING) STA 0+00
 RIM ELEV. = 196.46
 INV. IN = 178.13
 INV. OUT = 179.05

MH-202 STA 2+74
 RIM ELEV. = 197.02
 INV. IN = 178.64
 INV. OUT = 178.54
 S = 179.55

MH-203 STA 5+50
 RIM ELEV. = 199.73
 INV. IN = 180.35
 INV. OUT = 180.21
 S = 180.10

MH-204 STA 8+12
 RIM ELEV. = 199.65
 INV. IN = 179.69
 INV. OUT = 180.02

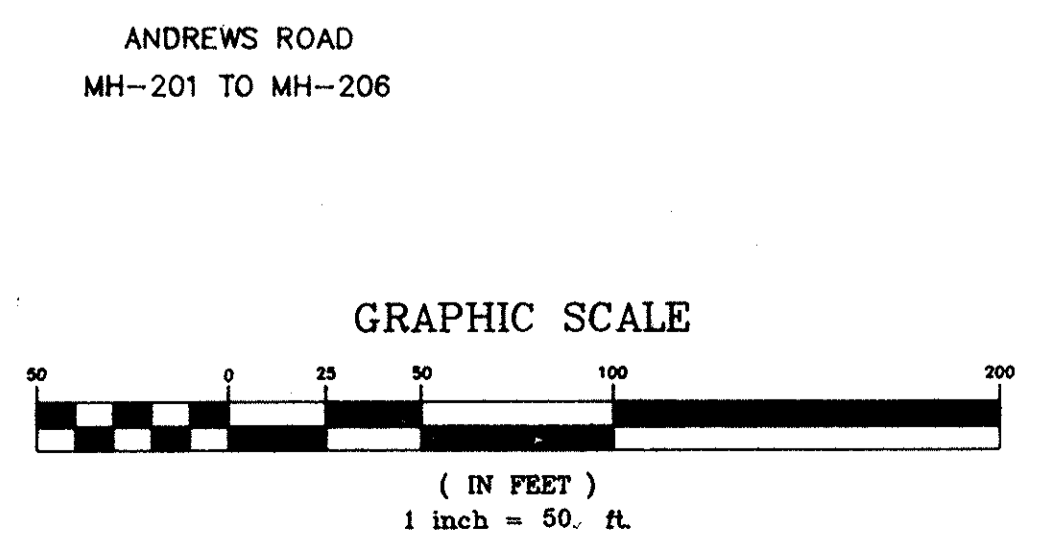
MH-205 STA 11+50
 RIM ELEV. = 200.83
 INV. IN = 180.34
 INV. OUT = 180.24

MH-206 STA 14+59
 RIM ELEV. = 198.64
 INV. IN = 182.73
 INV. OUT = 182.45
 S = 182.15

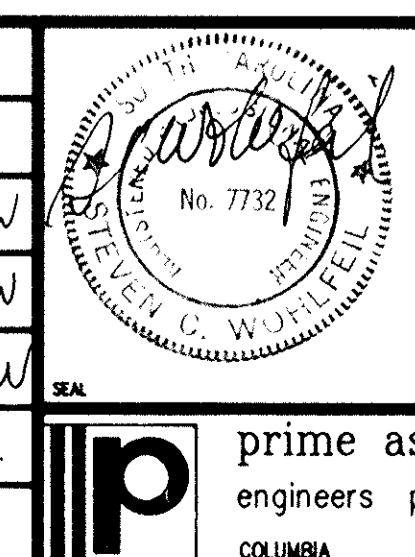
NOTE: LOTS ON TMS 11211-06 UNLESS OTHERWISE NOTED

N 35446.29
 E 31423.91

NOTE: CONFIRM EXTENT OF STATE MAINTENANCE OF ANDREWS ROAD WITH SCOPMT.



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REV. PIPE SIZE	TCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	TCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	TCW



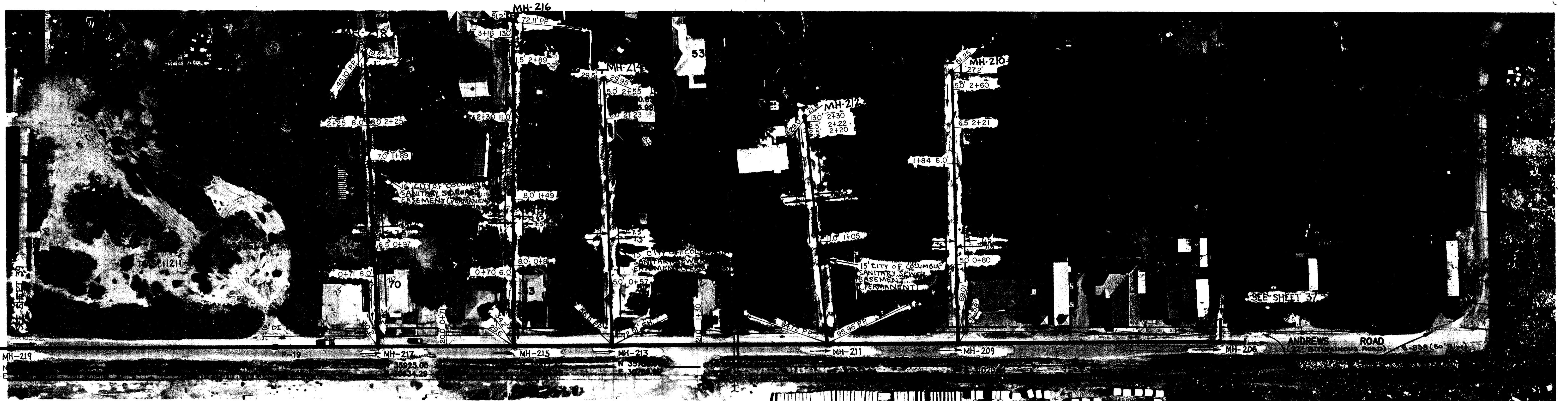
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
 ANDREWS ROAD

prime associates, inc.
 engineers planners surveyors
 COLUMBIA SOUTH CAROLINA

DATE: 9/18/01
 SCALE: 1"=20'
 SHEET: 88036-37
 OF: 42

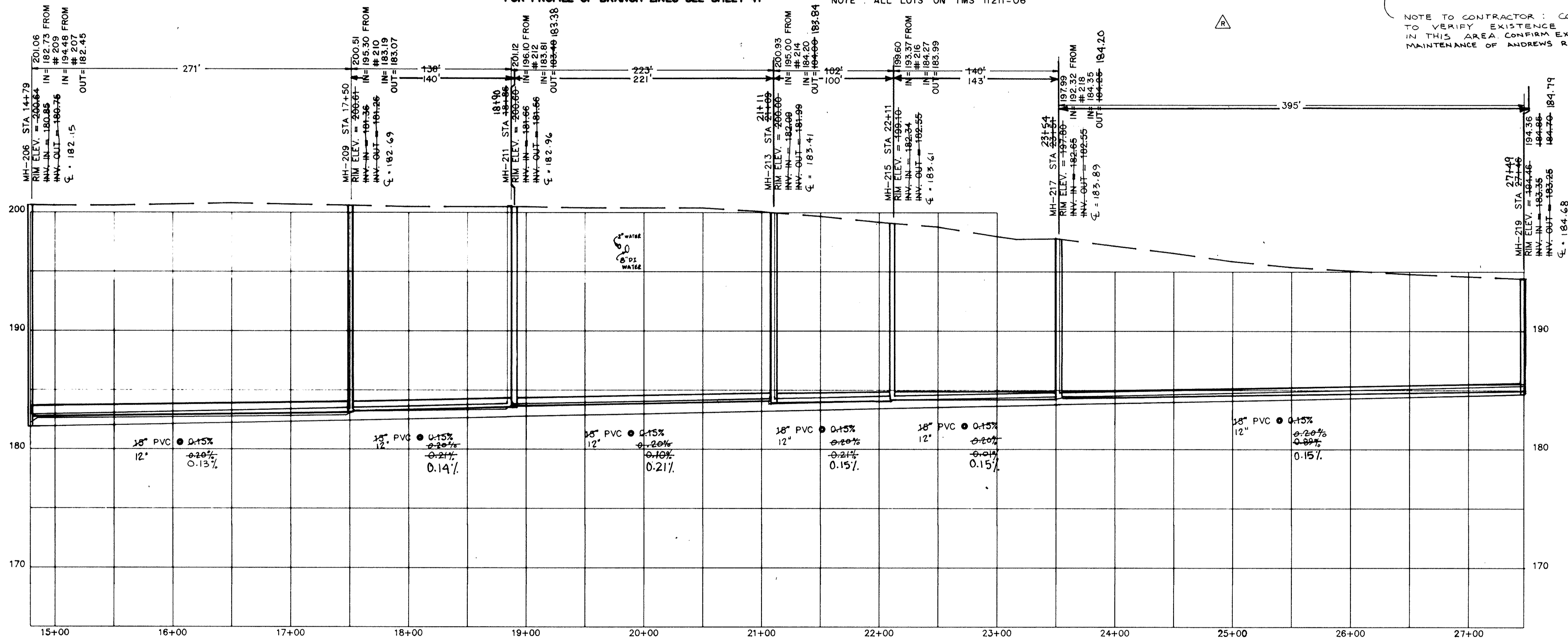
APPROVED



FOR PROFILE OF BRANCH LINES SEE SHEET 41

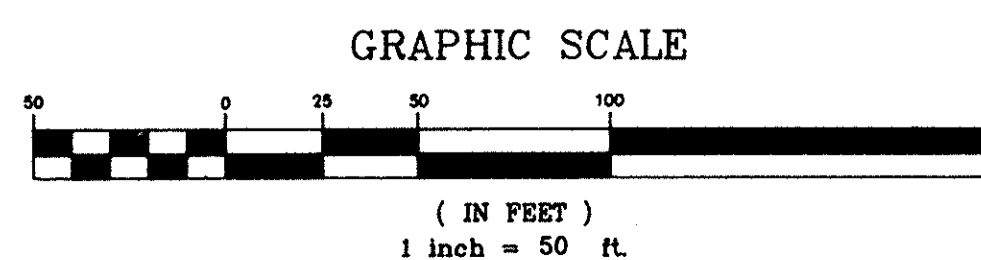
NOTE: ALL LOTS ON TMS 11211-06

NOTE TO CONTRACTOR: CONTACT CITY ENGINEER TO VERIFY EXISTENCE OF WATER LINE IN THIS AREA CONFIRM EXTENT OF STATE MAINTENANCE OF ANDREWS ROAD WITH SCDOT.

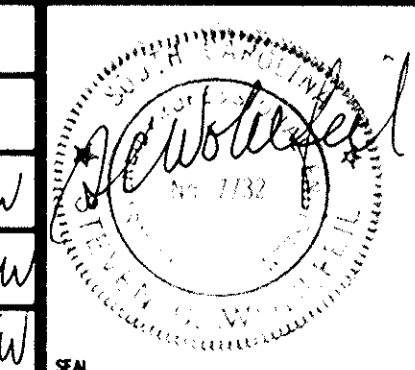


APPROVED

ANDREWS ROAD
MH-206 TO MH-219



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/10/95	MCM	REVISED PIPE SIZE	
1	6/18/95	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

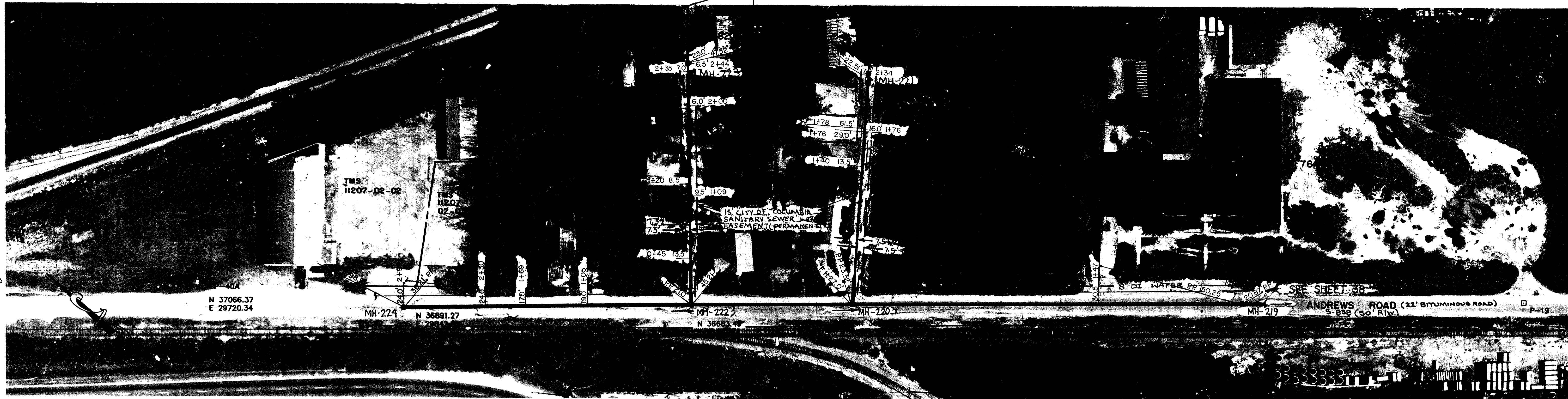


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
ANDREWS ROAD

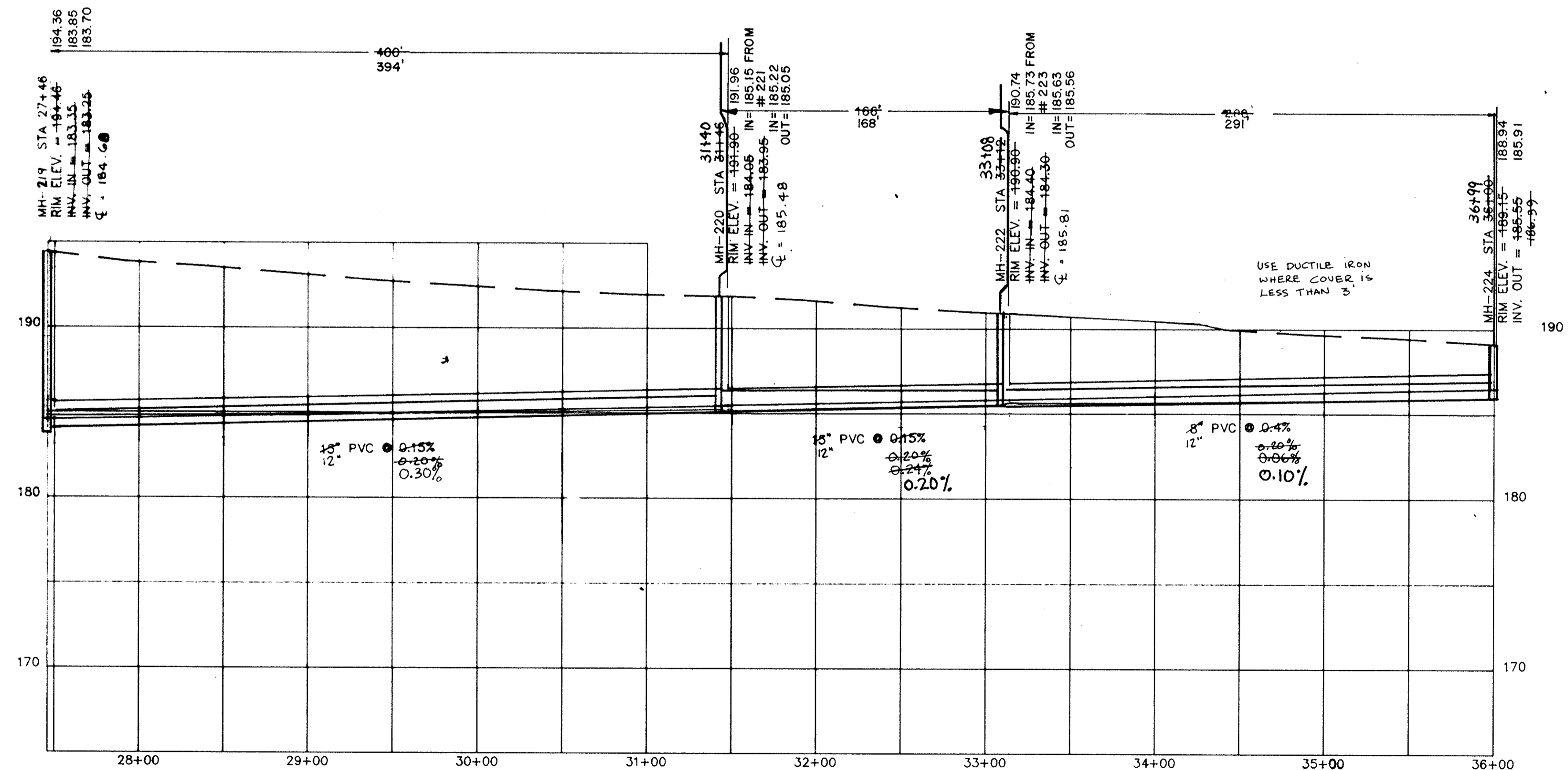
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

SCW
88036-38
DATE

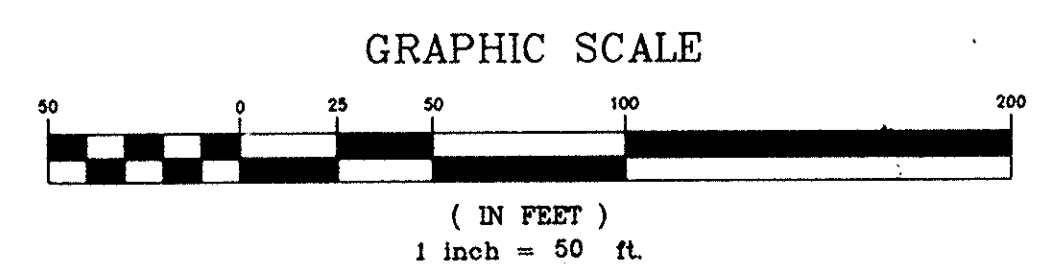


FOR PROFILES OF BRANCH LINES SEE SHEET 40

NOTE: ALL LOTS ON TMS 11211-06 UNLESS OTHERWISE NOTED

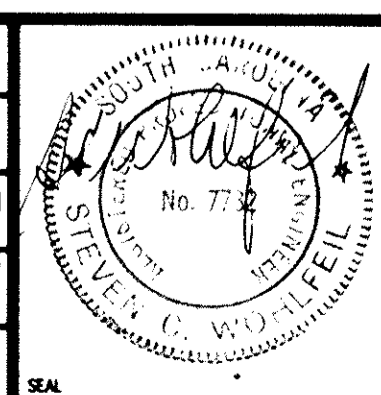


ANDREWS ROAD
MH-219 TO MH-224



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REVISED PIPE SIZE.	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	



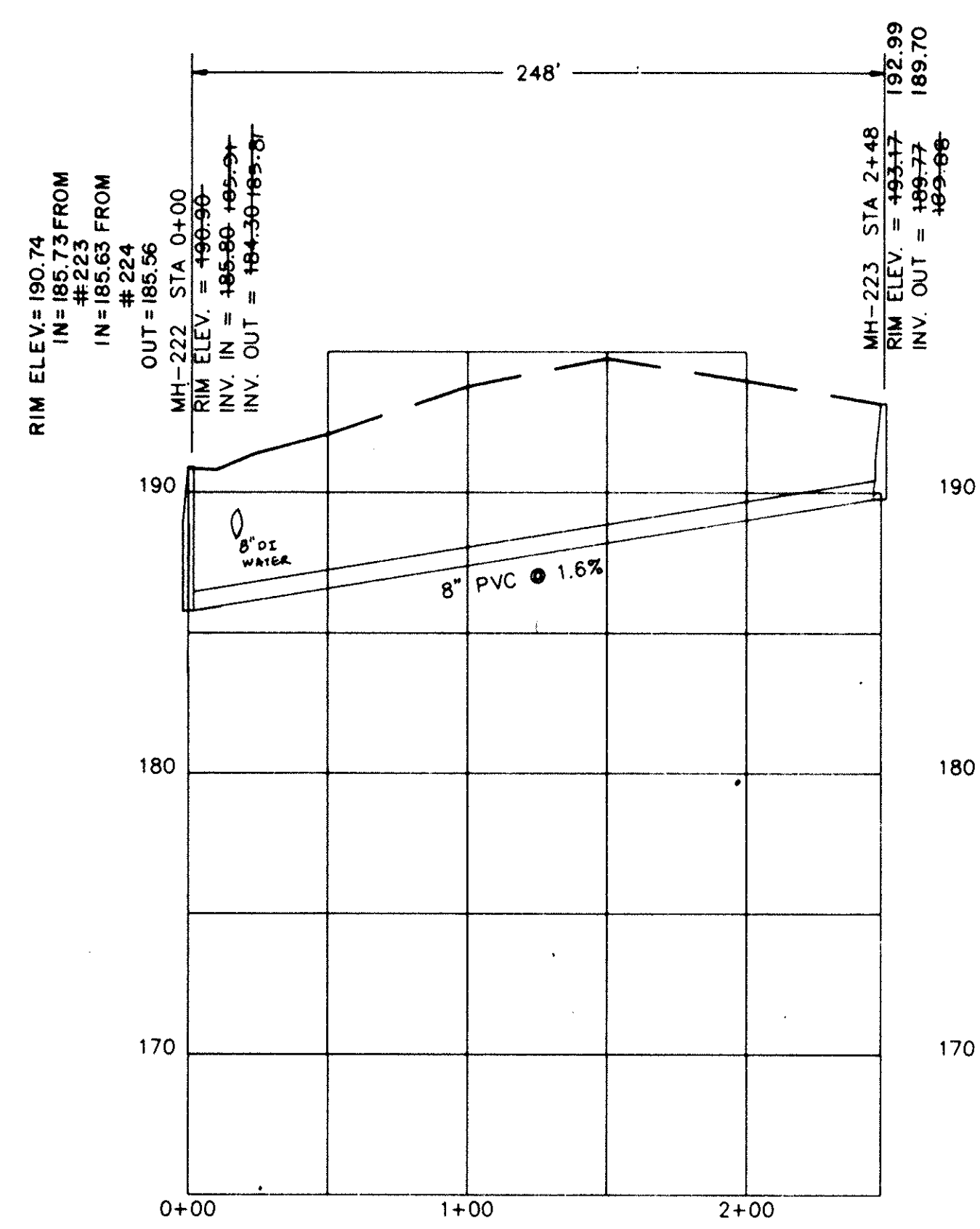
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
ANDREWS ROAD

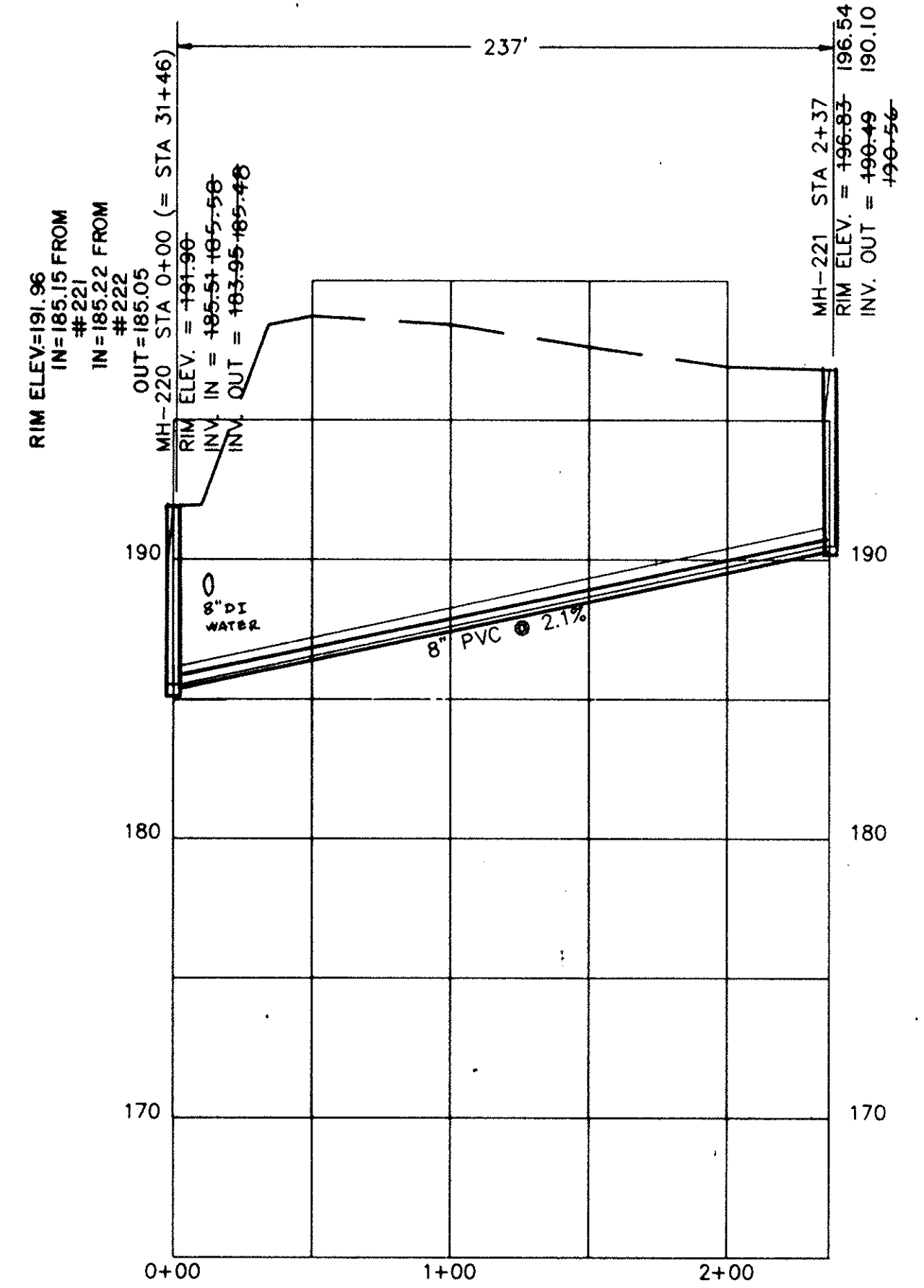
prime associates, inc.
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

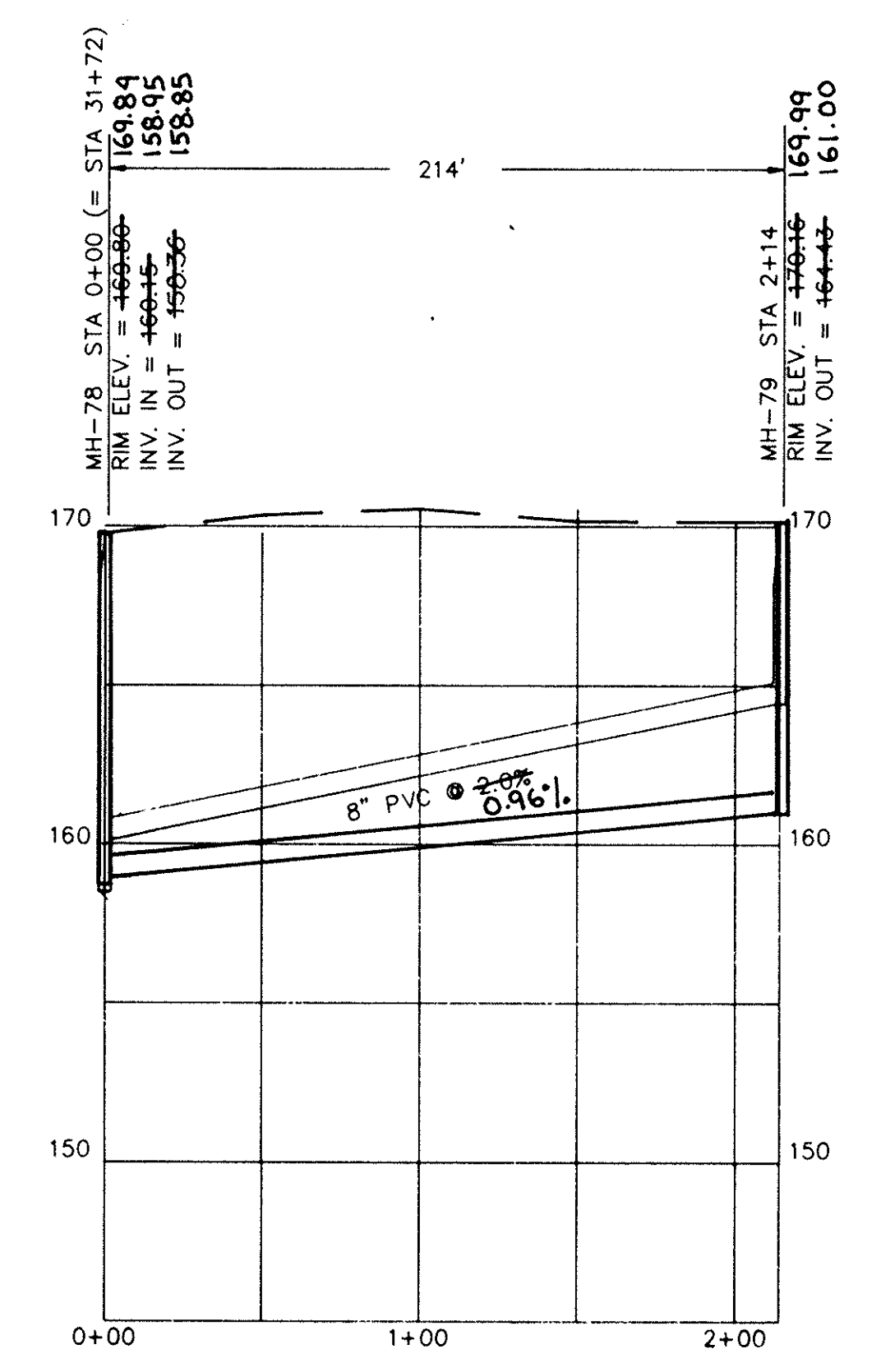
DATE: 9/18/89
SCALE: 1"=50'
FILE NO: 88036-39



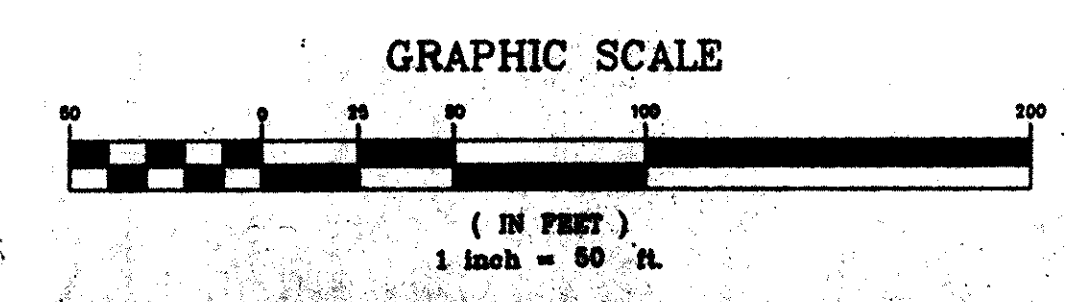
NEAR ANDREWS ROAD
MH-222 TO MH-223
SEE SHEET 39 FOR PLAN



NEAR ANDREWS ROAD
MH-220 TO MH-221
SEE SHEET 39 FOR PLAN



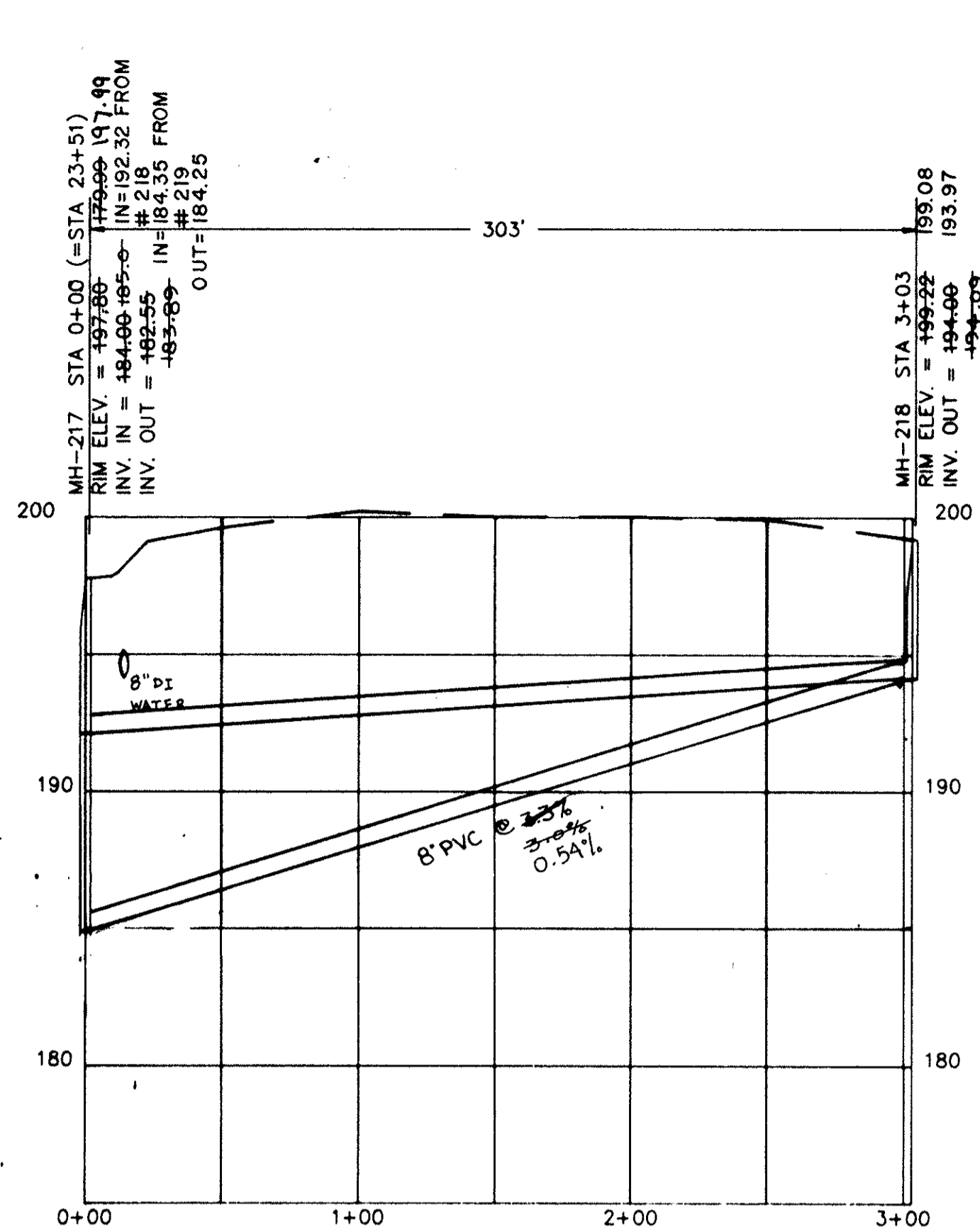
BLUFF ROAD
MH-78 TO MH-79
SEE SHEET 38 FOR PLAN



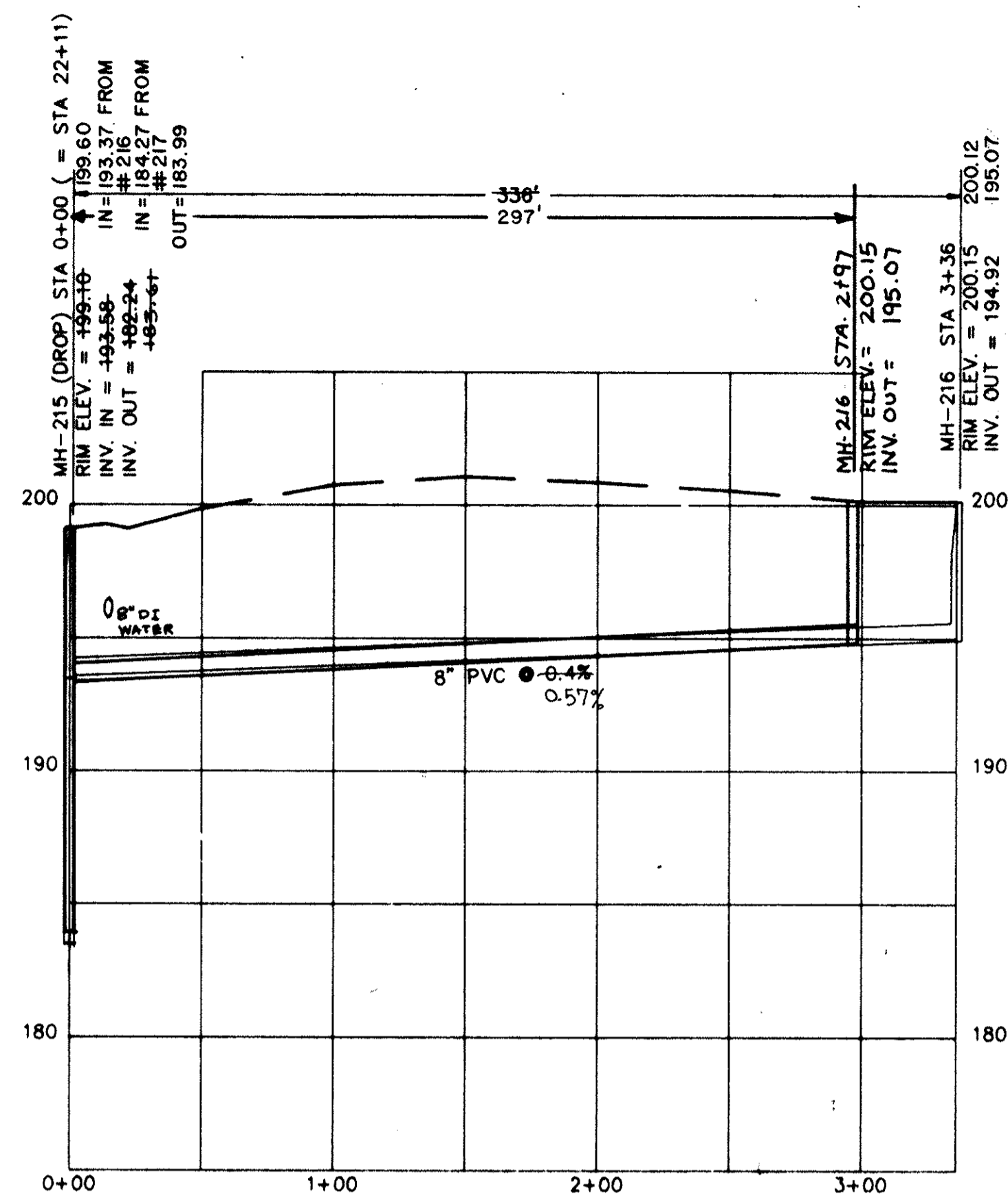
APPROVED

REVISION		REVISOR		REVISION		REVISOR	
4	TCW	REVISED PER COMMENTS					
3	TCW	RECORD DRAWING					
2	MCM	REVISED INVERTS MH 220, 221, 222 & 223.					
1	GLB	ISSUED FOR APPROVAL					
0	SEV	ISSUED FOR APPROVAL					
REV.	DATE	BY	DESCRIPTION	APP.	DATE	BY	DESCRIPTION

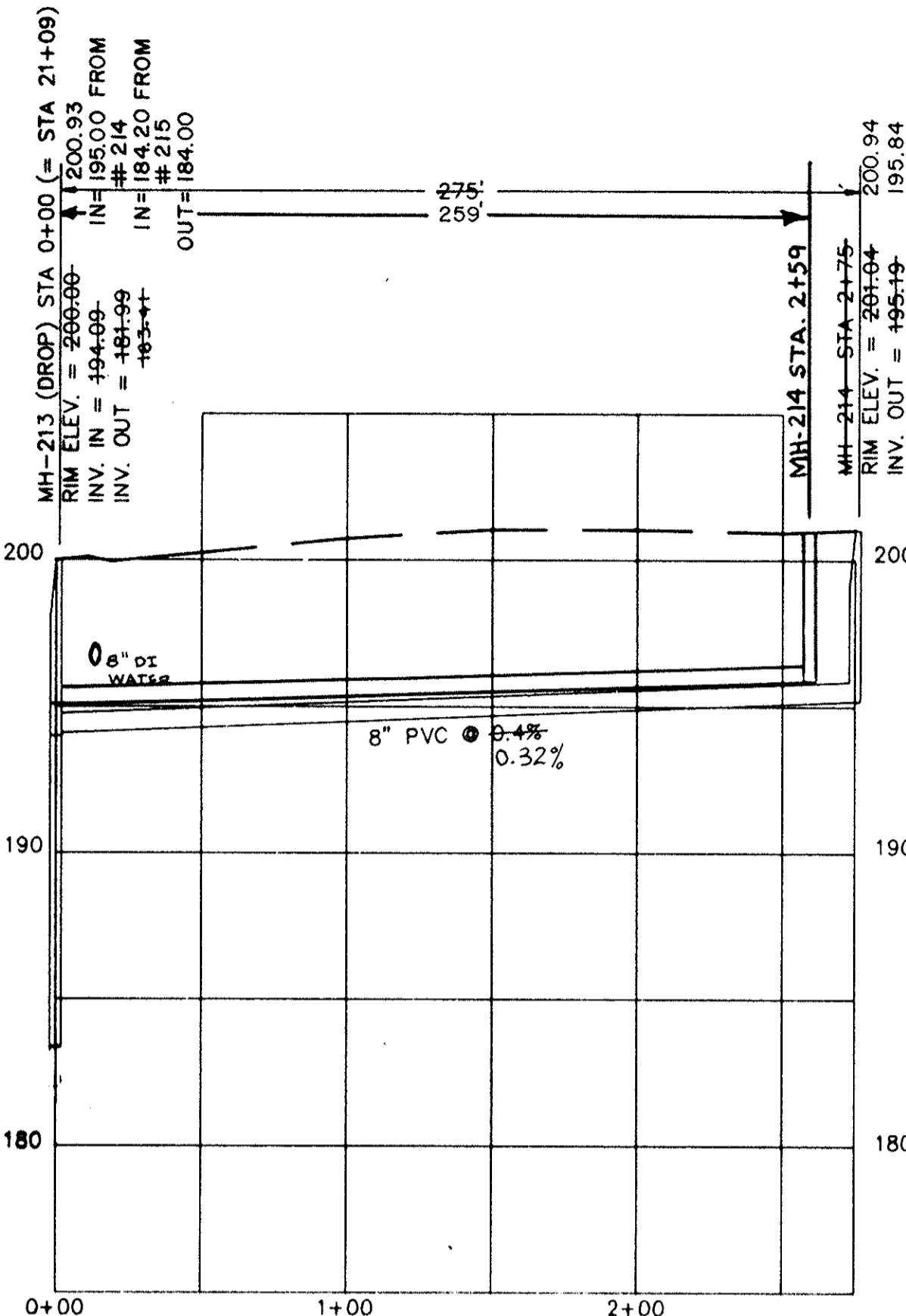
		RECORD DRAWING ARTHURTOWN SEWER SYSTEM	
SEWER		PROFILE	
		prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	
SEV/CAD DATE 9/18/89	SEV DATE 9/18/89	SCW DATE 9/18/89	ATW-1 DATE 9/18/89



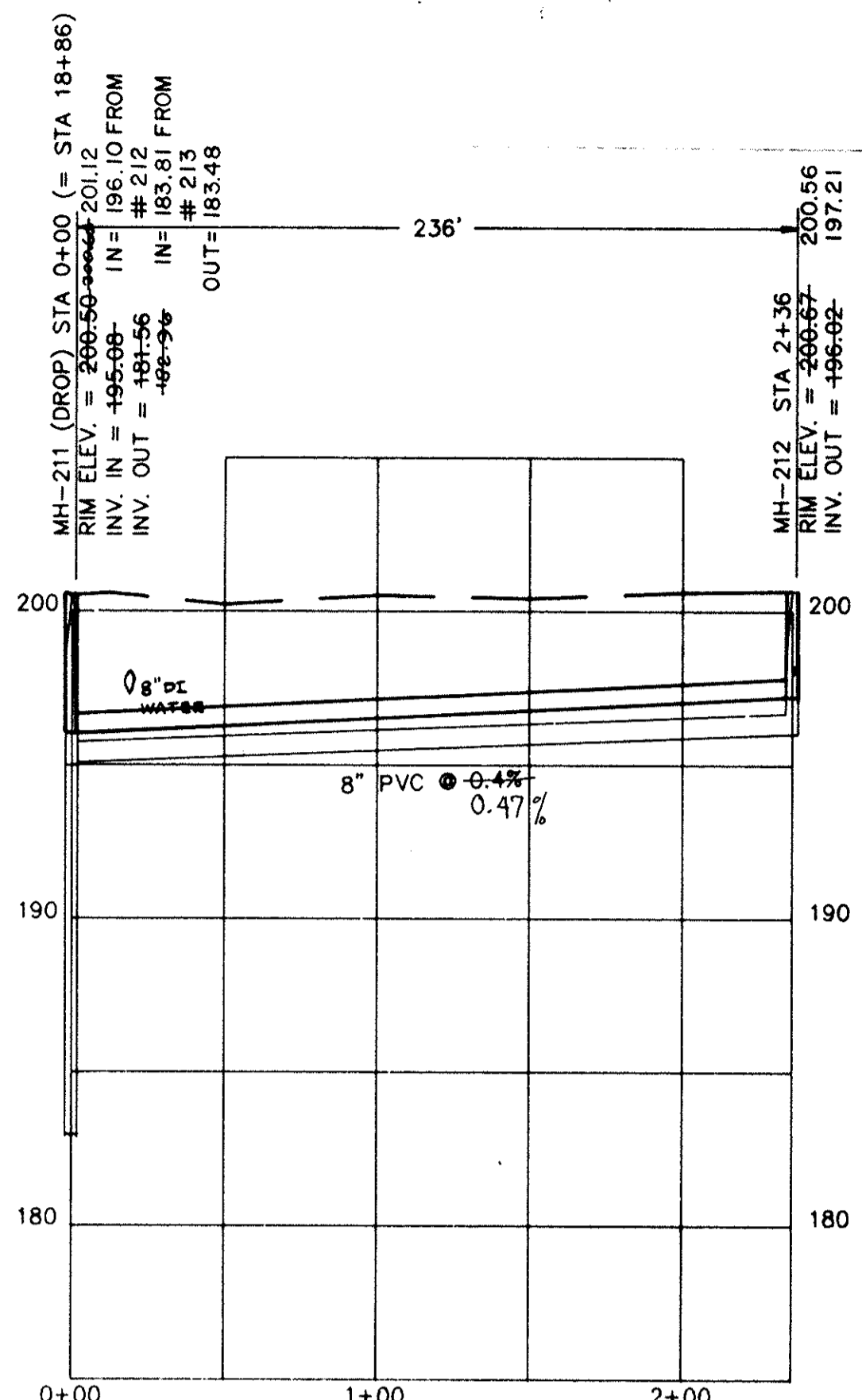
NEAR ANDREWS ROAD
MH-217 TO MH-218
SEE SHEET 38 FOR PLAN



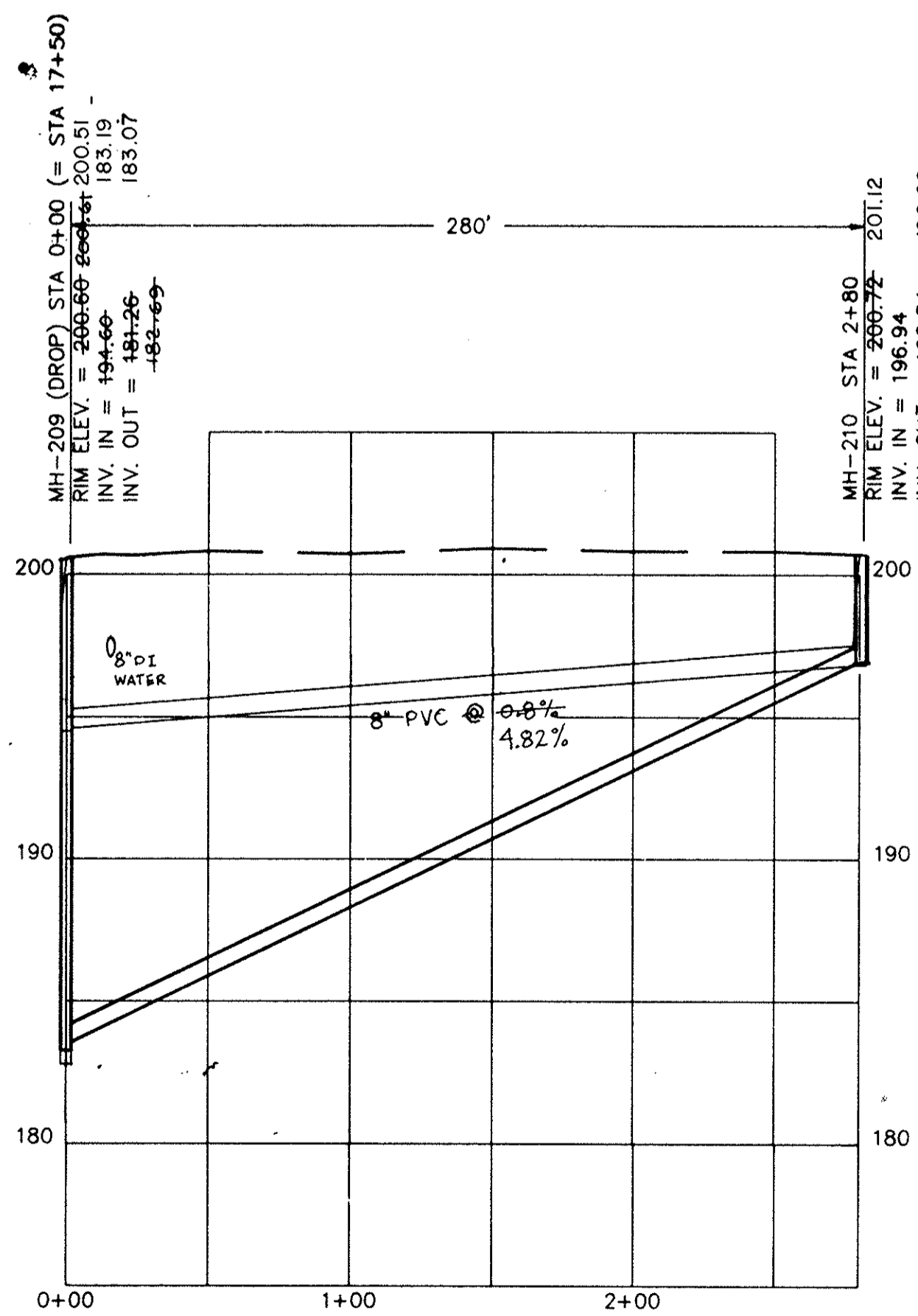
NEAR ANDREWS ROAD
MH-215 TO MH-216
SEE SHEET 38 FOR PLAN



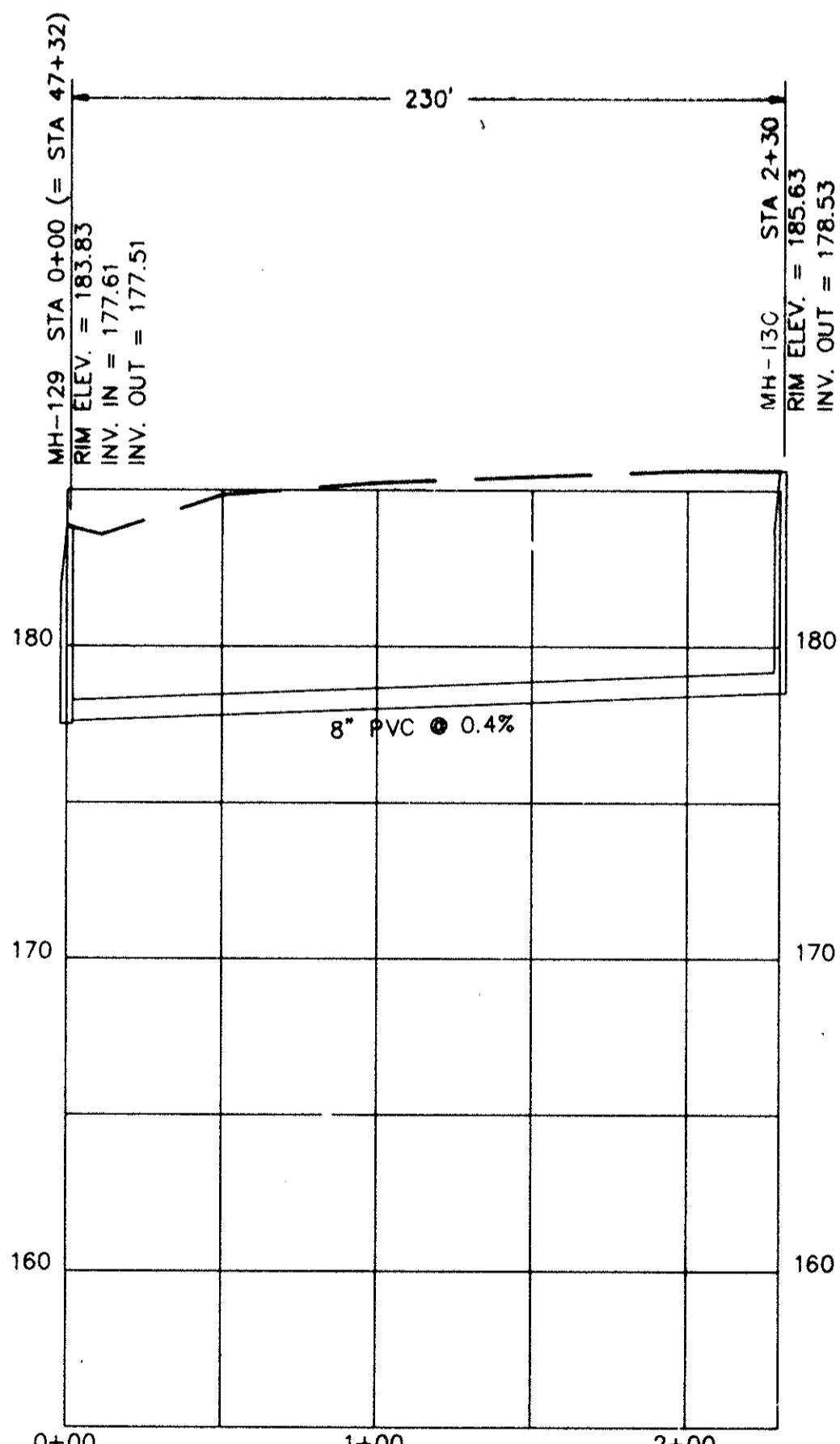
NEAR ANDREWS ROAD
MH-213 TO MH-214
SEE SHEET 38 FOR PLAN



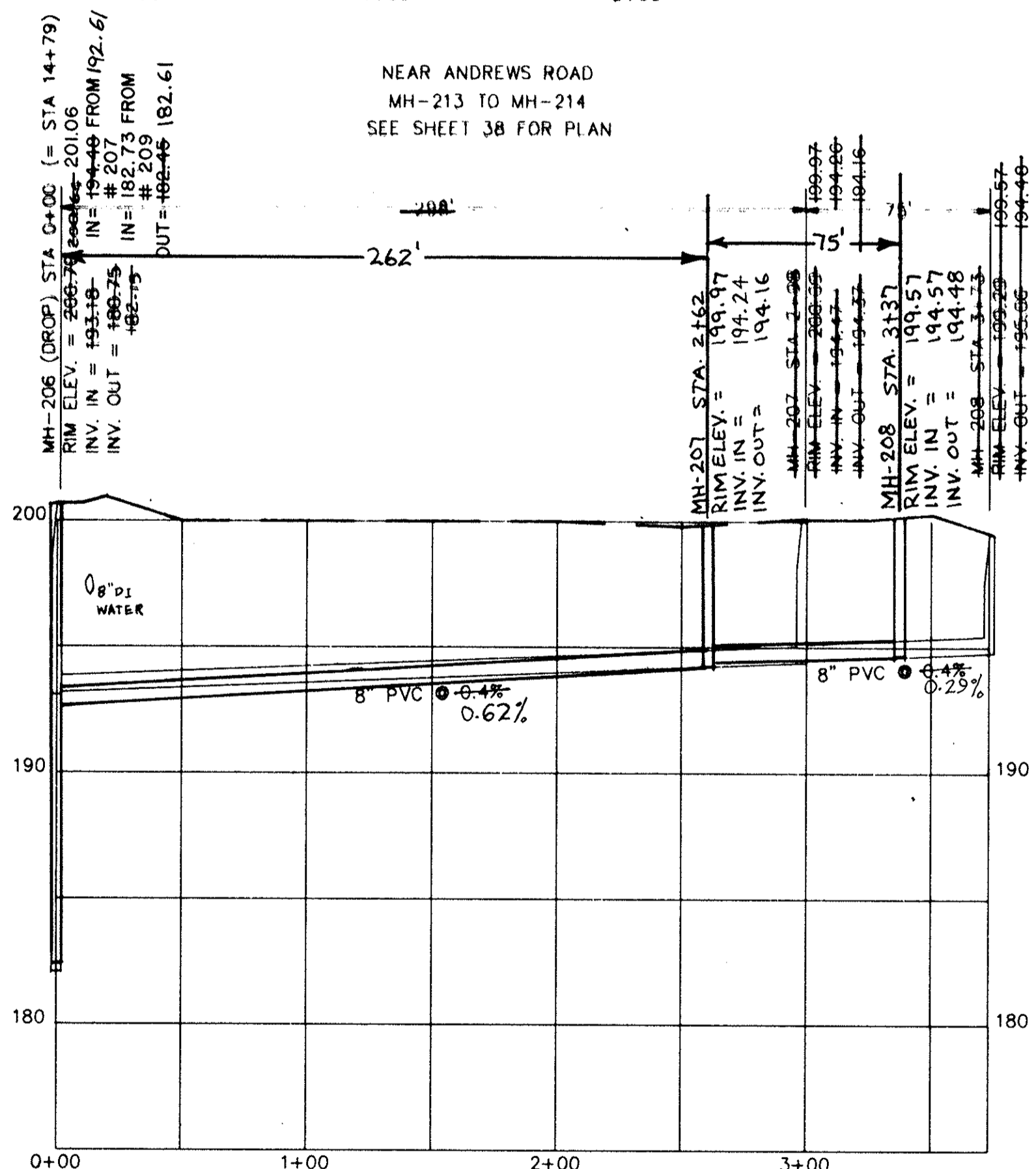
NEAR ANDREWS ROAD
MH-211 TO MH-212
SEE SHEET 38 FOR PLAN



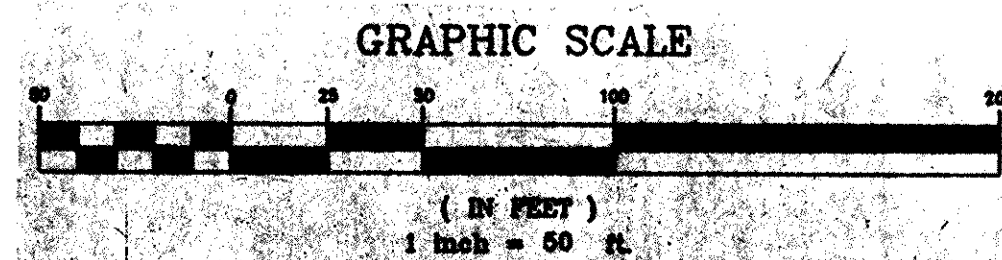
NEAR ANDREWS ROAD
MH-209 TO MH-210
SEE SHEET 38 FOR PLAN



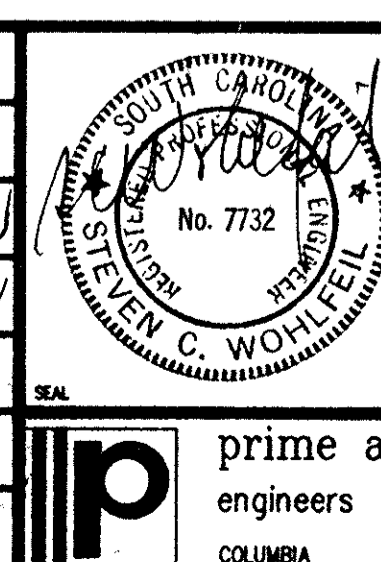
NEAR ANDREWS ROAD
MH-129 TO MH-130
SEE SHEET 37 FOR PLAN



NEAR ANDREWS ROAD
MH-206 TO MH-208
SEE SHEET 38 FOR PLAN



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/90	MCM	REVISED INVERTS MH 206, 209, 211, 213, 215, 217 & 218	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	



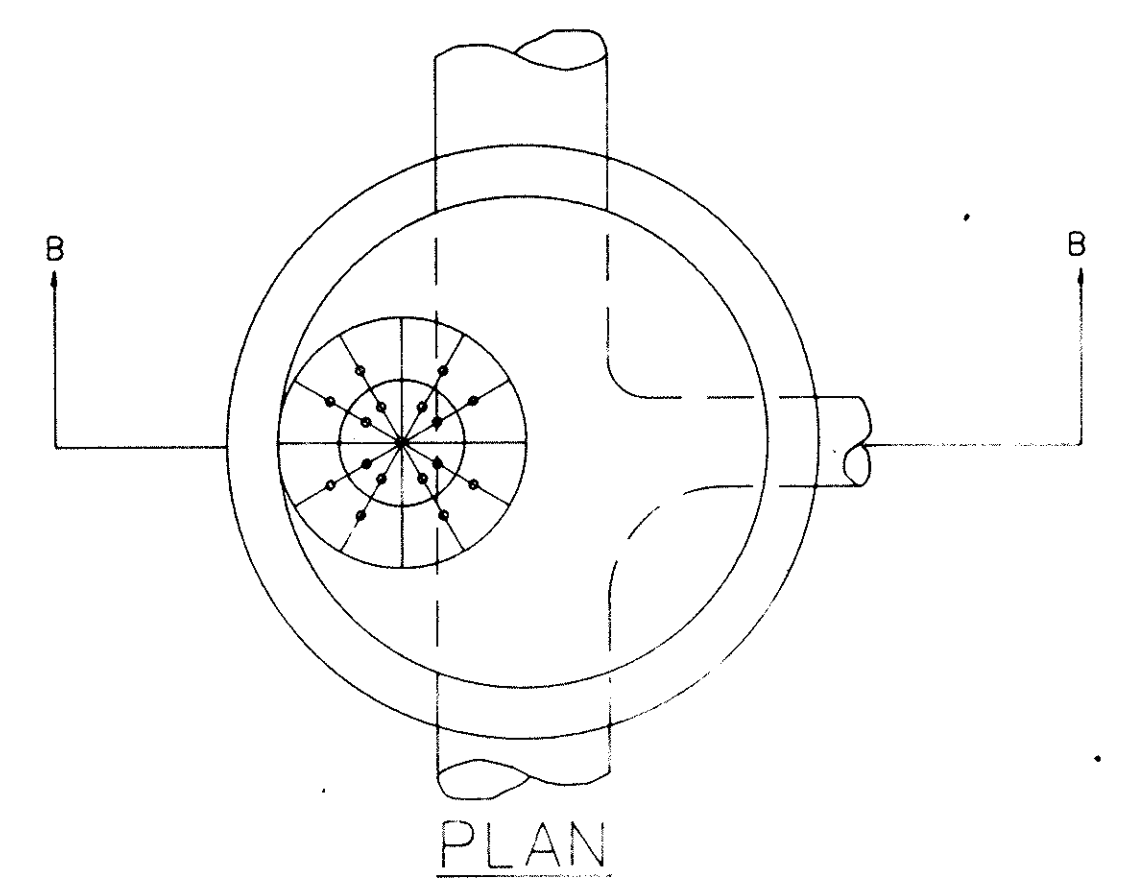
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE

prime associates, inc.
engineers planners surveyors

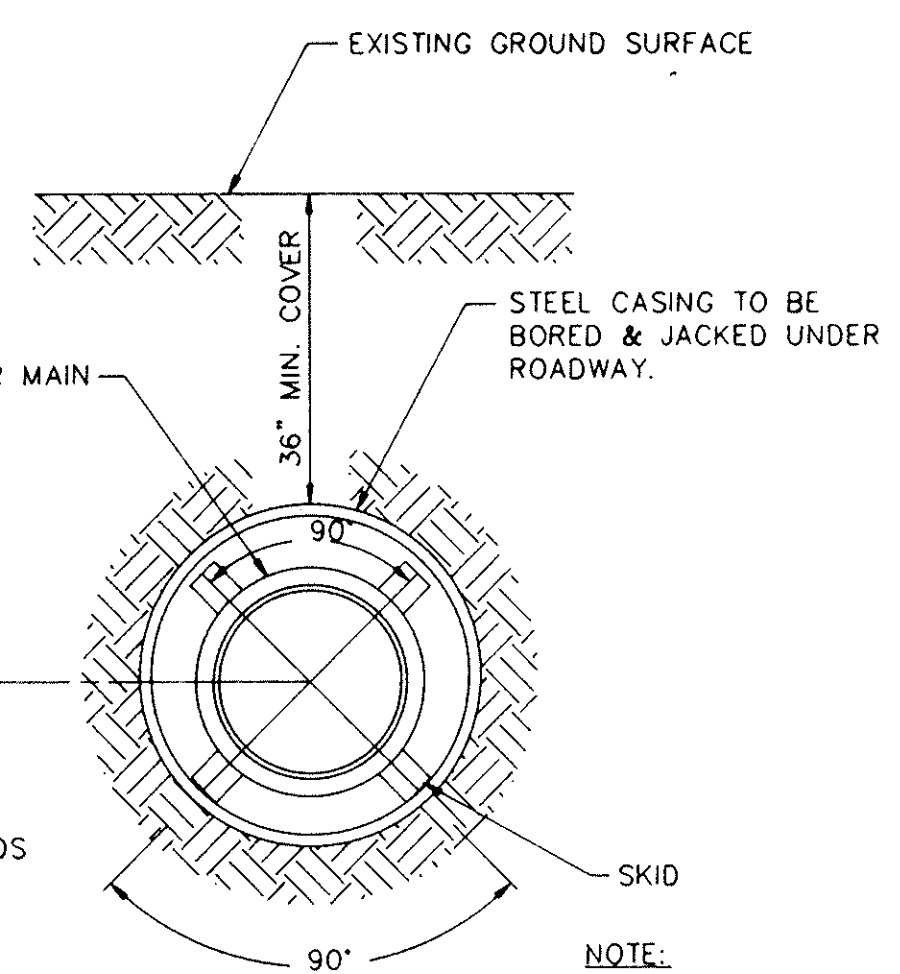
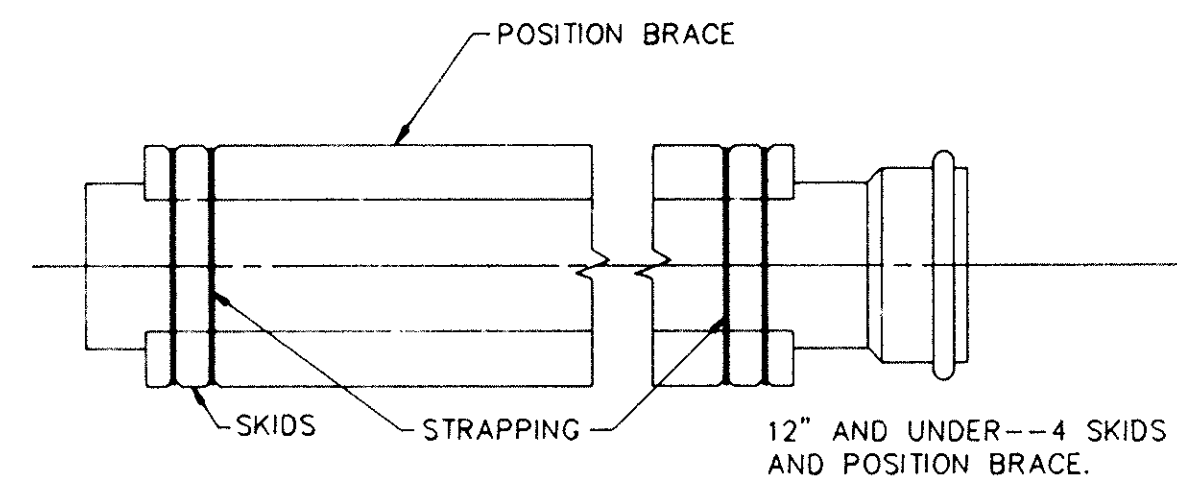
88036-41

APPROVED

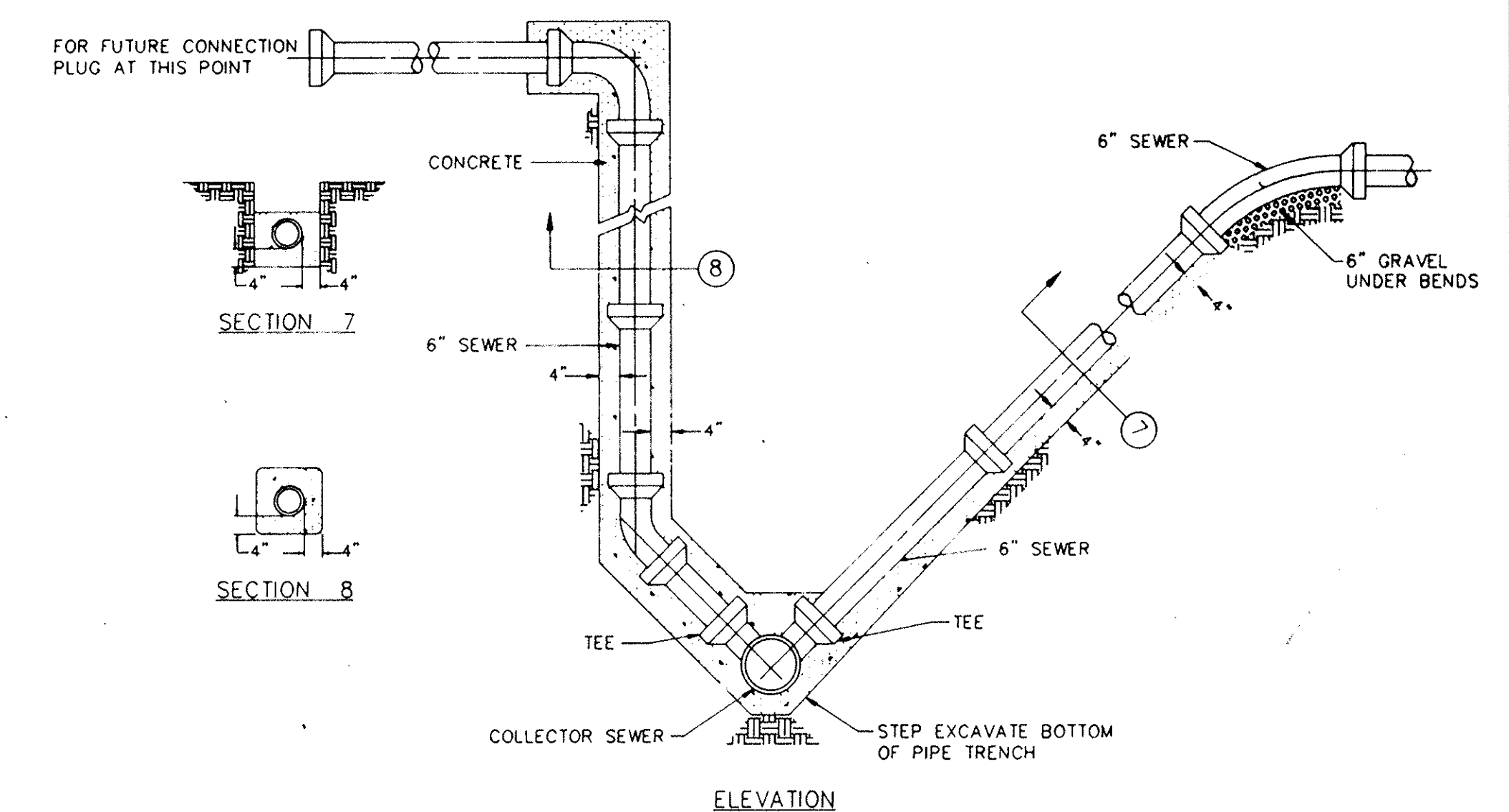


PLAN

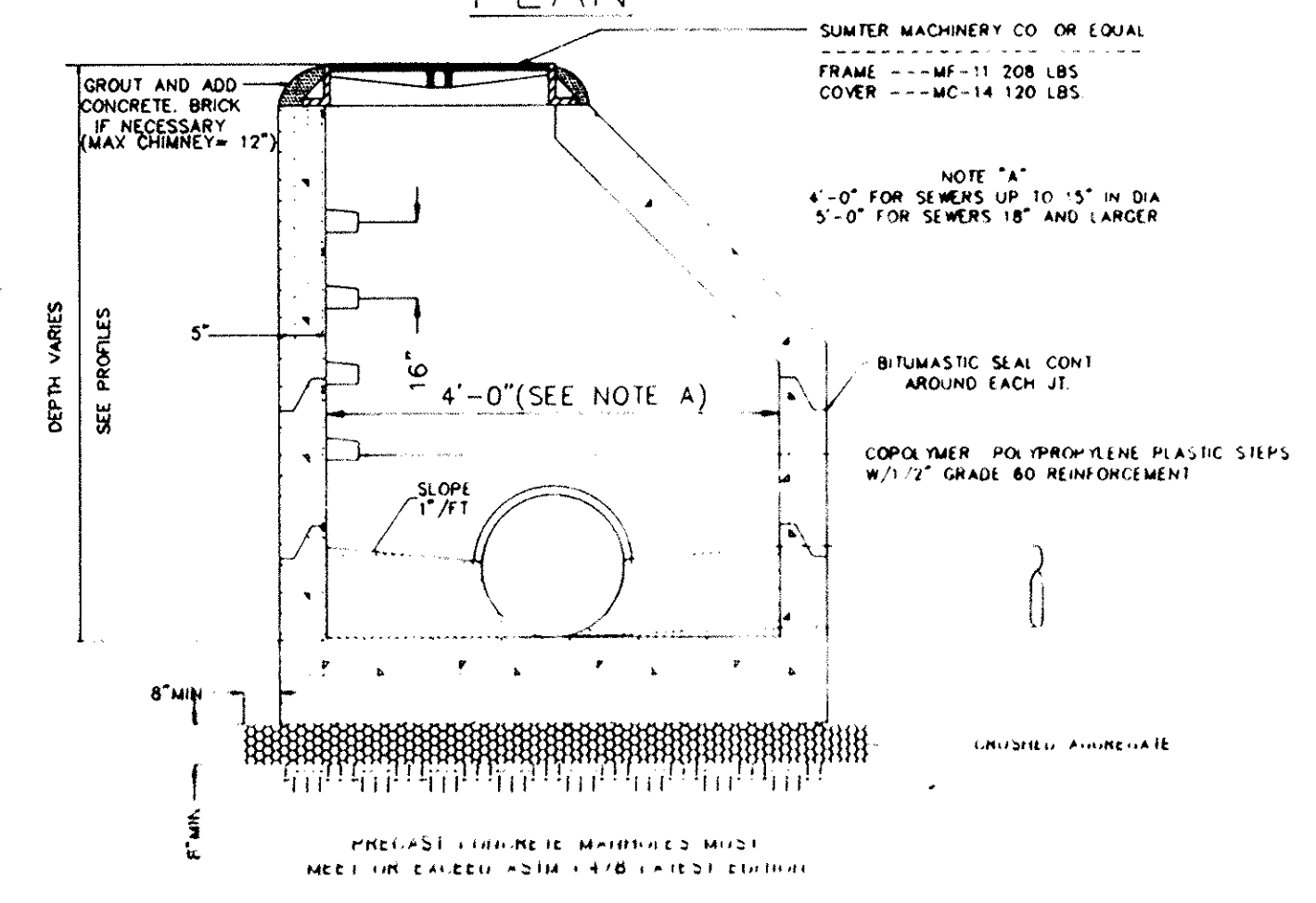
PIPE SIZE (DIAMETER IN INCHES)	CASING SIZE IN INCHES	
	DIAMETER	THICKNESS
4	10	0.188
6	12	0.188
8	16	0.219
10	18	0.250
12	20	0.281
15	24	0.344
18	30	0.406
21	33	0.489
24	36	0.500
27	40	0.500



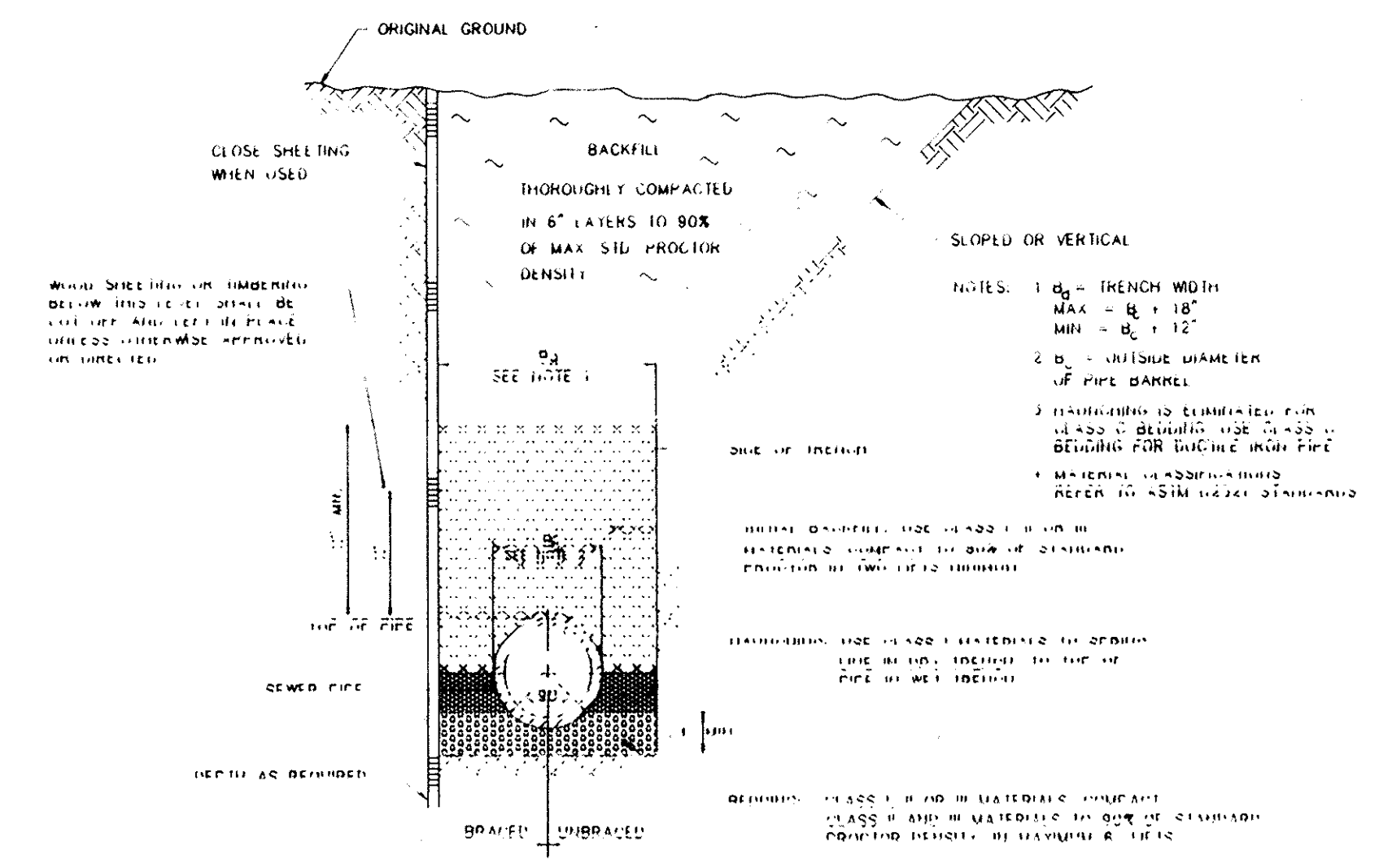
TYPICAL STEEL CASING
NO SCALE



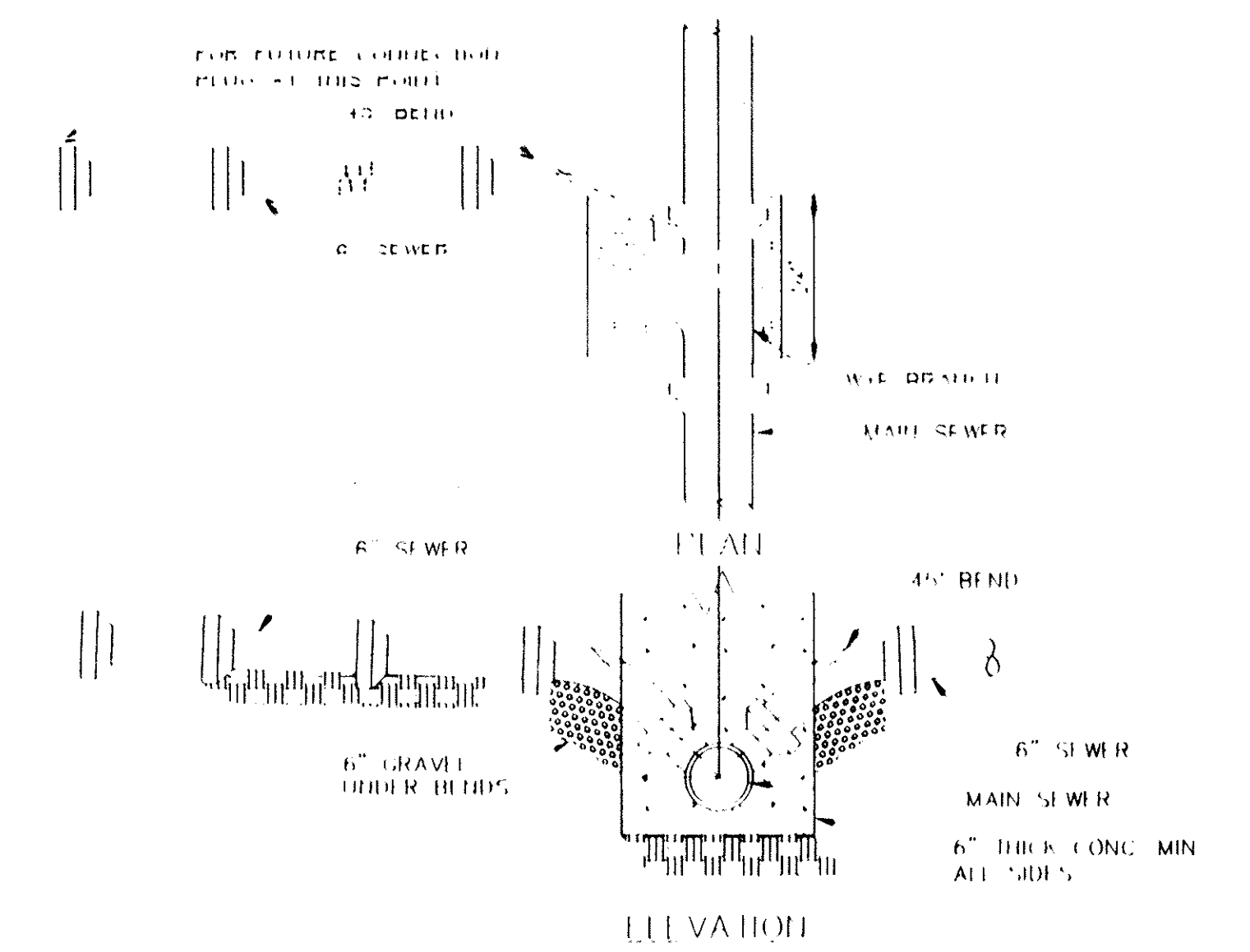
STANDARD SERVICE CONNECTION TYPE "B"
NO SCALE



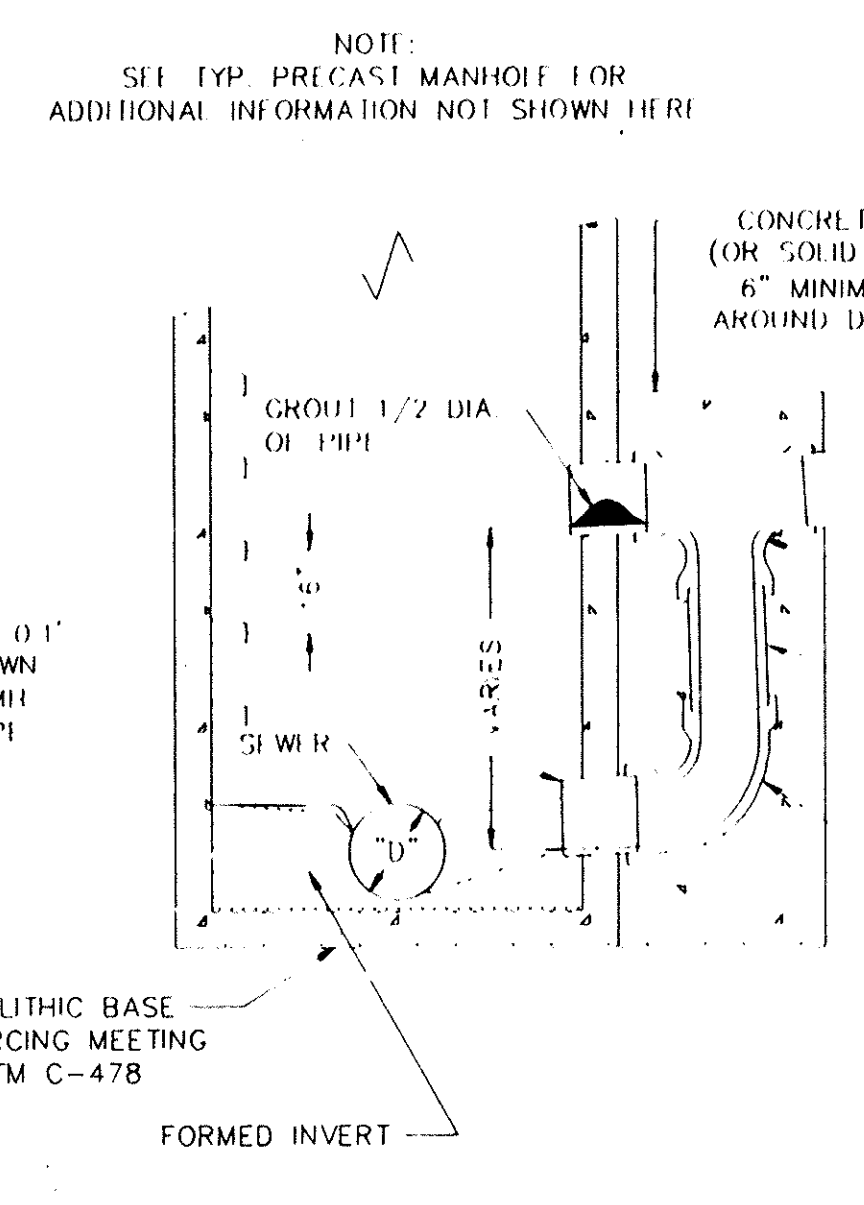
PRECAST CONCRETE MANHOLE
NO SCALE



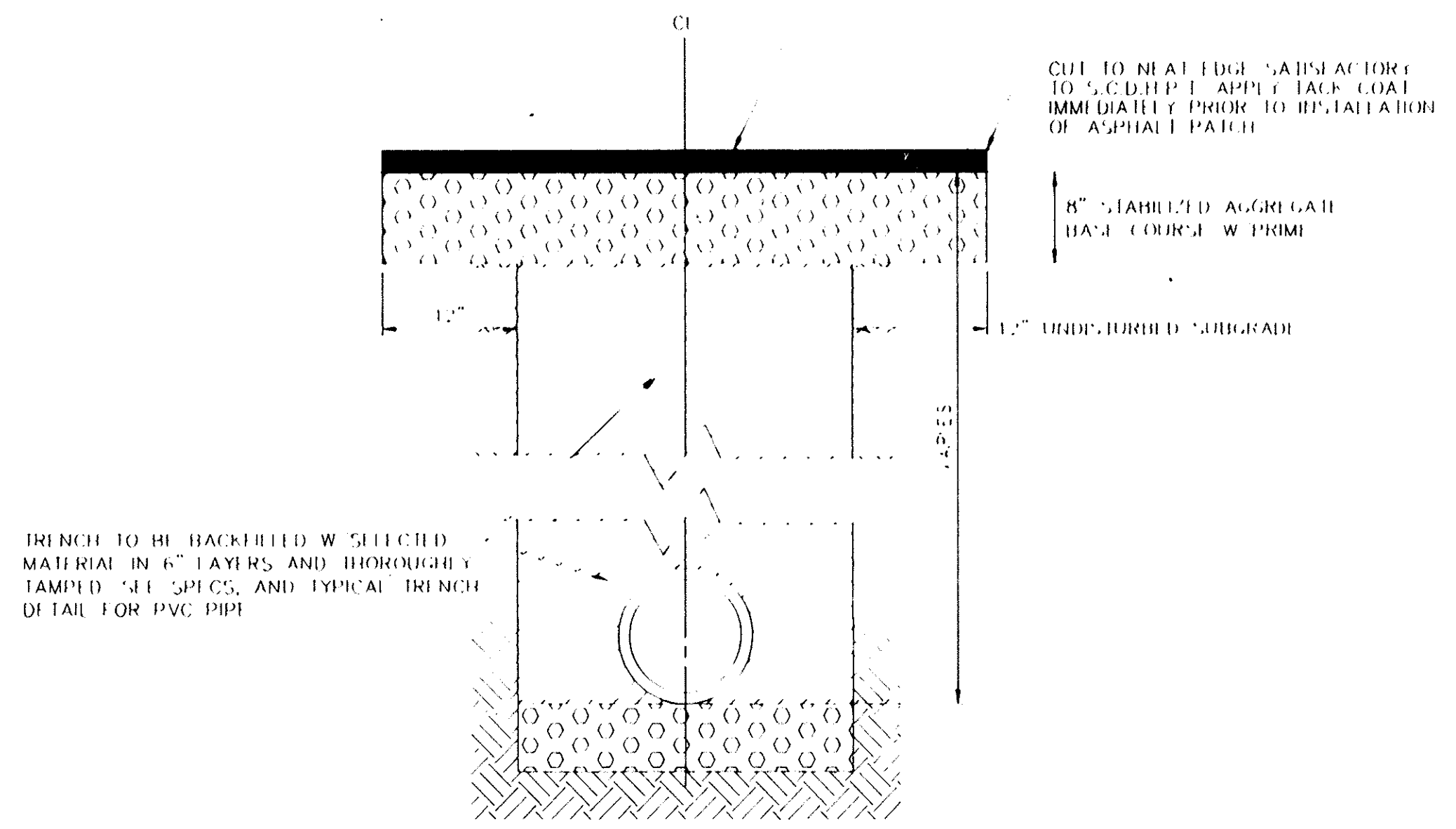
TYP. TRENCH DETAIL FOR PVC PIPE--CLASS B BEDDING
NO SCALE



STANDARD SERVICE CONNECTION--TYPE "A"
NO SCALE



PRECAST DROP MANHOLE
NO SCALE



PAVEMENT REPAIR
NO SCALE

REV.	DATE	BY	DESCRIPTION	APP.
1	5/15/95	TCW	RECORD DRAWING	
2	11/14/90	GLB	CONV TO CAD FILE, REV CASING DETAIL	
3	6/8/90	GLB	ADD PAVEMENT REPAIR DETAIL	
4	9/18/89	KJB	ISSUED FOR APPROVAL	

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

DETAILS

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

9/18/89 AS SHOWN
SCALE 1/8\"/>



STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-23HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN SANITARY SEWER LINES TO SERVE THE ARTHURTOWN, LITTLE CAMDEN, AND TAYLORS SANITARY SEWER SYSTEM, PHASE 1.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain sanitary sewer lines to the City of Columbia, as specifically described in the attached DEED TO SANITARY SEWER LINES FOR ARTHURTOWN/LITTLE CAMDEN/TAYLORS SANITARY SEWER SYSTEM, PHASE 1; CF#180-16, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of _____, 2023.

Anette Kirylo
Clerk of Council

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

BW

August 2, 1990

Re: Proposed Sanitary Sewer Plans For
Arthurstown/Little Camden/Taylor's;
Prime Associates, Inc.; Plans Dated
June 8, 1990; City File #130-16

Mr. Jerry Kaster, Director
Richland County Planning Management Department
P. O. Box 192
Columbia, SC 29202

Dear Mr. Kaster:

The referenced plans, received June 11, 1990, have been examined and are approved with the following exceptions and provisions:

1. All work and materials must conform to City Specifications, latest revision at beginning of construction, and City and County Regulations.
2. The developer must provide the City engineer forty-eight (48) hours notice prior to beginning construction. It is requested that this notice be given to Robert McCoy at 733-8232. Additionally, the developer must provide the project contractor a copy of this approval letter.
3. In the event any of the work related to sanitary sewer on this project is to be performed within public street or road rights-of-way or in an existing City easement by other than City of Columbia forces, indemnification of the City in accordance with Section 6-2002 through 6-2005 of the City Code is required. Should additional information regarding this be required, please contact the City Legal Office at 733-8247.
4. All grading within areas where sanitary sewer lines are approved for construction must be completed prior to installation of the pipe. If for any reason the grades are changed, thereby reducing the required minimum cover over these lines, the developer shall bear the expense of correcting line depth to that specified by current City Regulations.

5. Where manholes are proposed in unpaved roads, the manhole must be installed behind the ditch line. If these roadways are to be improved (paved), locations as proposed will be acceptable.
6. Separation of sanitary sewers and the existing water mains must meet requirements of the "Ten State Standards".
7. Construction details must be in conformance with City Specifications. It should be noted, precast monolithic manhole base sections are not approved by City Specifications. See Part 17, Standard Detail No. SSC-12.
8. The developer shall be responsible for installation of individual services off the proposed mains. Individual services must be installed to each lot along the route of the proposed mains.
9. Water tight manhole covers shall be installed on manholes in areas subject to flooding.
10. Prior to final acceptance of the sanitary sewers for operation and maintenance, a registered professional engineer must certify that proper infiltration tests have been conducted and infiltration does not exceed 200 gallons per day, per mile, per inch of internal diameter.
11. Treatment of effluent from the reference project will be provided at the Columbia Metro Wastewater Treatment Plant (NPDES Permit No. SC0020940).
12. The proposed sanitary sewers in areas outside public road rights-of-way must be installed in exclusive easements. Easement width shall be sufficient for access and maintenance of the sanitary sewer. Normally easements are minimum 15' wide when "cross country". Where the easement is parallel and contiguous to another easement or public road right-of-way, it may be 10' in width. It shall be the developer's responsibility to obtain all required easements.
13. Construction plan approval is valid for only two years. In the event improvements have not been constructed within that time, plans must be resubmitted for approval and shall be subject to ordinances and regulations in effect on that date.

Mr. Jerry Easter

- 3 -

August 2, 1990

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.
City Engineer

W:rm S/D-42 XVII

CC: Mr. G. Michael Caughman
Director of Domestic Wastewater
Mr. Steven C. Wohlfeil, P. E.
Prime Associates, Inc.
Mr. Gregory K. Saunders
Assistant Richmond County Administrator

~~Handwritten mark~~
BW

November 1, 1990

Re: Proposed Sanitary Sewer Plans for
Arthurstown/Little Camden/Taylor's;
Prime Associates, Inc.; Plans
Dated June 8, 1990; City File
#180-16

Mr. Steven C. Wohlfell, P. E.
Prime Associates, Inc.
601 Devins Street
Columbia, SC 29201

Dear Mr. Wohlfell:

This is in response to your letter dated October 23, 1990 with a listing of streets in the area of the referenced project that have been scheduled by Richland County for paving.

Based on the furnished data, item 5 of the August 2, 1990 approval letter for the referenced project is hereby deleted.

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.
City Engineer

RH:pw S/D-XX-26

CC: Mr. G. Michael Caughman, Division Director of Domestic Wastewater
Mr. Andy H. Meetze, Richland County Department of Public Works and
Utilities

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)

DEED TO SANITARY SEWER LINES FOR ARTHURTOWN / LITTLE CAMDEN/ TAYLORS SANITARY SEWER SYSTEM, PHASE 1; RICHLAND COUNTY TMS # 11100-01-06, 11110-01-03, 11111-01-02, 11111-01-03, 11111-01-04, 11111-01-05, 11111-01-35, 11111-01-36, 11111-01-51, 11111-01-52, 11111-01-54, 11111-01-55, 11115-01-01, 11115-01-08, 11115-01-12, 11115-03-04, 11115-03-05, 11115-04-01, 11115-04-03, 11115-04-04A, 11115-04-05, 11115-04-14, 11115-04-15, 11115-04-16, 11115-07-19, 11115-07-20, 11115-07-32, 11115-07-39, 11115-08-16, 11115-08-50, 11115-08-51, 11115-08-52, 11115-08-53, 11116-02-02, 11116-02-03, 11116-03-03, 11116-03-19, 11116-03-20, 11116-03-21, 11116-03-22, 11116-03-23, 11116-03-24, 11116-03-25, 11116-03-26, 11116-03-27, 11116-03-28, 11116-03-29, 11116-03-31, 11116-04-03, 11116-04-04, 11116-04-07, 11116-04-09, 11116-04-15, 11116-04-40, 11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46, 11116-04-47, 11116-05-04, 11116-05-05, 11116-05-07, 11210-02-02, 11210-02-03, 11210-02-04, 11210-02-05, 11210-02-06, 11210-02-09, 11210-02-10, 11211-06-30, 11211-06-32, 11211-06-33, 11211-06-34, 11211-06-40, 11211-06-41, 11211-06-42, 11211-06-43, 11211-06-50, 11211-06-54, 11211-06-55, 11211-06-56, 11211-06-57, 11211-06-61, 11211-06-62, 11211-06-63, 11211-06-70, 11211-06-71, 11211-06-72, 11211-06-77, 11211-06-79, 11211-06-82, 11211-06-83, 11211-06-84, 11211-06-85, 11211-06-86, 11211-06-87, 11211-06-88, 11213-01-01, 11213-02-14, 11213-02-15, 11213-03-22, 11213-03-23, 11213-05-05, 11213-05-06, 13701-01-15, 13701-01-20, 13701-01-21, 13701-01-22, 13701-01-23, 13701-04-14, 13701-04-16, 13701-04-17, 13701-04-18, 13701-04-19, 13701-04-20 & 13701-04-29 (PORTION); CF #180-16

RICHLAND COUNTY

to

CITY OF COLUMBIA

WHEREAS, Richland County funded and constructed the sanitary sewer lines for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 and the purpose of this document is to transfer ownership of Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 from Richland County to the City of Columbia, the sanitary sewer provider in these areas; and

WHEREAS, the City of Columbia accepted Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 for operation and maintenance on June 2, 1995 through issuance of a temporary letter for operation and maintenance, subject to the finalization

APPROVED AS TO FORM



Legal Department City of Columbia, SC
5.24.2022

of the transfer of the sanitary sewer system to the City; and

WHEREAS, the sanitary sewer lines described herein and as shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, dated May 15, 1995 are conveyed subject to sanitary sewer easements obtained by Richland County through acquisition and condemnation for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1; and

WHEREAS, the sanitary sewer easements obtained by Richland County for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 shall be assigned and granted to the City of Columbia. Reference is made to each recorded sanitary sewer easement obtained by Richland County in Exhibit A, attached hereto and incorporated herein; and

NOW, THEREFORE, for value received, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described sanitary sewer lines:

All those certain sanitary sewer lines, the same being 8", 12", 15" and 18" in diameter including manholes, manhole castings, service lines to cleanouts, service lines to easement boundaries and all components to complete the system and more clearly shown on City File #180-16.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #180-16, which is incorporated herein by specific reference thereto.

Sheet 1 - An 18" sanitary sewer line beginning at an existing manhole and tie to an existing 15" City of Columbia sanitary sewer line (CF #200-113) located on TMS #11100-01-06, n/f University of South Carolina, south of the Bluff Industrial Boulevard cul-de-sac approximately one hundred sixty-five (165) feet southwest of the southwestern building corner of "Standard Warehouse Building" on TMS #11112-01-29, n/f BYJ, LLC; thence extending therefrom in a southwesterly direction along said TMS #11100-01-06, for a distance of twelve and five tenths (12.5) feet to **MH-1** located on said TMS #11100-01-06, southeast of Bluff Industrial Boulevard cul-de-sac, one hundred seventy-three (173) feet southwest of the southwestern building corner of said "Standard Warehouse Building"; thence extending therefrom in a southeasterly direction crossing said TMS #11100-01-06 and along TMS #11111-01-54, n/f Western Industrial, LLC, for a distance of sixty-two and five tenths (62.5) feet to **MH-2** located on said TMS #11111-01-54, one hundred fifty-five (155) feet southwest of the southwestern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-54 and along TMS #11111-01-52, n/f Sonoco Recycling, LLC, for a distance of three hundred fifty-one (351) feet to **MH-3** located on said TMS #11111-01-52 approximately two hundred forty-four (244) feet southeast of the southeastern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction along TMS #11111-01-52, for a distance of four hundred nine (409) feet to **MH-4** located on said TMS #11111-01-52 approximately one hundred eleven (111) feet southwest of the southwestern building corner of "Sonoco Recycling Building" on TMS #11111-01-51, n/f Sonoco Recycling, LLC; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-52 and TMS #11111-01-51 and along TMS #11111-01-55, n/f Western Industrial, LLC, for a distance of four hundred twenty (420) feet to **MH-5** located on said TMS #11111-01-55 approximately two hundred seventy (270) feet southeast of the southern building corner of said "Sonoco Recycling Building" on said TMS #11111-01-51; Sheet 2 - thence turning and extending therefrom in an easterly direction crossing said TMS #11111-01-55 and along TMS #11111-01-02, n/f Suber, for a distance of four hundred ninety-five (495) feet to **MH-6**

located on said TMS #11111-01-02, twenty-four and five tenths (24.5) feet southeast of the southernmost property corner of TMS # 11111-01-46, n/f Stevenson Warehouses, LLC; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11111-01-02 and TMS #11111-01-03, n/f Richardson and along TMS #11111-01-04, n/f Brown, for a distance of one hundred seventy-eight (178) feet to **MH-7** located on said TMS #11111-01-04 approximately fifty (50) feet southeast of the northwestern property corner of said TMS #11111-01-04; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-04, TMS #11111-01-05, n/f Cannon, TMS #11115-01-01, n/f Hay Hill Services, Inc. and along TMS #11115-01-12, n/f Robinson, for a distance of two hundred fifty-two and six tenths (252.6) feet to **MH-8** located on said TMS #11115-01-12 approximately forty (40) feet northeast of the southwestern property corner of said TMS #11115-01-12; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11115-01-12 and along TMS #11115-01-08, n/f Zion Pilgrim Baptist Church, for a distance of two hundred forty-two (242) feet to **MH-9** located on said TMS #11115-01-08 (now located in Sugar Hill Lane per Arthurtown Paving Project, dated November 27, 1995, prepared for Richland County Department of Public Works, prepared by Florence & Hutcheson, Inc. and being on file with the County Engineer; Project No. RC-PS-95-072), approximately fifty (50) feet northwest of the northernmost property corner of TMS #11115-08-08, n/f Morant; thence turning and extending therefrom in a southeasterly/more southerly direction along Sugar Hill Lane (County Road), for a distance of twenty-five (25) feet to **MH-10** located in Sugar Hill Lane approximately twenty (20) feet northwest of the northernmost property corner of said TMS #11115-08-08; Sheet 3 - thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane and crossing Sugar Hill Point (County Maintained), for a distance of two hundred fifty-three and four tenths (253.4) feet to **MH-11** located in Sugar Hill Lane approximately fifteen (15) feet northwest of the westernmost property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence turning and extending therefrom in a southeasterly direction crossing Sugar Hill Point and along Childs Street (S-40-2187), for a distance of three hundred seventy-five and six tenths (375.6) feet to **MH-12** located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; Sheet 7 - thence a **15" sanitary sewer line** turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of two hundred seventy-four and six tenths (274.6) feet to **MH-25** located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of eighty-nine and one tenth (89.1) feet to **MH-26** located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of four hundred (400) feet to **MH-27** located in Childs Street approximately forty-four (44) feet southeast of the southwestern property corner of TMS #11115-08-36, n/f Green; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of one hundred twelve (112) feet to **MH-28** located in Childs Street approximately fourteen (14) feet west of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence turning and extending therefrom in a northeasterly direction along Zion Avenue (S-40-1569), for a distance of thirty-four and three tenths (34.3) feet to **MH-29** located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of said TMS #11115-08-37; Sheet 13 - thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred twelve and two tenths (212.2) feet to **MH-45** located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of three hundred sixty-six (366) feet to **MH-46** located in Zion Avenue approximately twenty-six (26) feet east of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; Sheet 20 - thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred seventy-two (272) feet to **MH-88** located in the traffic island in the intersection of Zion Avenue and Blair Road (S-40-1568) approximately twenty-nine (29) feet southeast of the southern property corner of TMS #11115-04-11, n/f Zion Hill Baptist Church; Sheet 22 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ninety-four (394) feet to **MH-**

89 located in Blair Road approximately seventeen (17) feet southwest of TMS #11100-01-14, n/f The Retreat Columbia Property Owners Association; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred twenty-nine (229) feet to **MH-89A** located in Blair Road approximately twenty (20) feet northwest of the northern property corner of TMS #11115-06-03, n/f DG Bluff, LLC; thence turning and extending therefrom in a northeasterly direction along Blair Road and Bluff Road (SC 48), for a distance of one hundred and two tenths (100.2) feet to **MH-91** located in the intersection of Blair Road and the northeastern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Bluff Road and along Blair Road, for a distance of two hundred ninety-eight (298) feet to **MH-92** located in Blair Road approximately one hundred twenty-one (121) feet southwest of the northern property corner of said TMS #13603-06-51; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ten (310) feet to **MH-93** located in the intersection of Blair Road and Joe Louis Drive (S-40-1652) approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; Sheet 23 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-94** located in Blair Street approximately twenty-three (23) feet west of the northern property corner of TMS #13603-06-69, n/f Reed; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-95** located in Blair Road approximately thirty (30) feet northwest of the northern property corner of TMS #13604-07-04, n/f Johnson; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred sixty-eight (268) feet to **MH-96** located in Blair Road approximately twenty-five (25) feet northwest of the northern property corner of TMS #13604-07-09, n/f Gold; thence terminating.

Sheet 23 - **Also**, an 8" sanitary sewer line beginning at **MH-93** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Blair Road and Joe Louis Drive approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; thence extending therefrom in a northwesterly direction crossing Blair Road and along Joe Louis Drive, for a distance of one hundred sixty-one (161) feet to **MH-97** located in Joe Louis Drive approximately one hundred sixty (160) feet southwest of the easternmost property corner of TMS #11116-04-18, n/f Gilberts Properties, LLC; Sheet 24 - thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred fifty-five (155) feet to **MH-99** located in Joe Louis Drive approximately sixteen (16) feet northeast of the easternmost property corner of said TMS #11116-04-18; thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred sixty-four (164) feet to **MH-100** located in Joe Louis Drive approximately thirty-nine (39) feet southeast of the southeastern property corner of TMS #13604-10-19, n/f Peterson; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-101** located in Joe Louis Drive approximately forty-four (44) feet southeast of the southeastern property corner of TMS #13604-10-13, n/f Le Grand Investments, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-102** located in Joe Louis Drive approximately forty-seven (47) feet northwest of the northwestern property corner of TMS #13604-09-07, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred twenty-seven (327) feet to **MH-103** located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; Sheet 25 - thence turning and extending therefrom in a southeasterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road (S-40-727), for a distance of two hundred nine (209) feet to **MH-105** located in the intersection of Ehrlich Street (County Road) and the outer perimeter of the southwestern right-of-way of Shop Road approximately seventeen (17) east of TMS #13604-09-03, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Shop Road, for a distance of sixty (60) feet to **MH-106** located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road

approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of two hundred seventy-seven (277) feet to **MH-107** located in the outer perimeter of the northeastern right-of-way of Shop Road approximately ten (10) feet northwest of the southernmost property corner of TMS #13604-02-01, n/f Charleston Seven Group, LLC; thence terminating.

Sheet 25 - **Also**, an 8" sanitary sewer line beginning at **MH-103** and tie to the aforescribed 8" sanitary sewer line located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; thence extending therefrom in a northwesterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road, for a distance of two hundred ninety-six (296) feet to **MH-104** located in the outer perimeter of the southwestern right-of-way Shop Road approximately twenty-three (23) feet northwest of the northeastern property corner of TMS #11116-04-17, n/f Seawell; thence terminating.

Sheet 26 - **Also**, an 8" sanitary sewer line beginning at **MH-106** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northeasterly direction along Ehrlich Street, for a distance of three hundred (300) feet to **MH-109** located in Ehrlich Street approximately forty-five (45) feet northeast of the southeastern property corner of TMS #13701-03-04, n/f Peralta Investments, LLC; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-46** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-six (26) feet northeast of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; thence extending therefrom in a southwesterly direction crossing Zion Avenue and along Barnes Street (S-40-2796), for a distance of fifty (50) feet to **MH-52** located in Barnes Street approximately thirty-six (36) feet southwest of the eastern property corner of said TMS #11115-07-18; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-eight and six tenths (258.6) feet to **MH-53** located in Barnes Street approximately twenty-six (26) feet south of the southwestern property corner of TMS #11115-07-17, n/f Hunter; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred one and four tenths (301.4) feet to **MH-54** located in Barnes Street approximately thirty (30) feet northwest of the northeastern property corner of TMS #11115-07-29, n/f Brown Chapel AME Church, Inc.; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred forty-two and three tenths (242.3) feet to **MH-55** located in Barnes Street approximately thirty-two (32) feet west of the northeastern property corner of TMS #11115-07-31, n/f Salley; thence terminating.

Sheet 14 - **Also**, a 12" sanitary sewer line beginning at **MH-29** and tie to the aforescribed 15" and 12" sanitary sewer lines located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-seven and four tenths (167.4) feet to **MH-47** located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of two hundred and fifty-five (255) feet to **MH-48** located in Zion Avenue approximately twenty (20) feet southwest of the southernmost property corner of TMS #11115-02-06, n/f Community Assistance Provider; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-six (166) feet to **MH-49** located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northwesterly direction along Zion Avenue, for a distance of two hundred forty-three and

seven tenths (243.7) feet to **MH-50** located in the intersection of the Zion Avenue and Simmons Street (S-40-1570) approximately thirty-five (35) feet northeast of the northernmost property corner of TMS #11115-01-06, n/f Hay Hill Services, Inc.; Sheet 18 - thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Zion Avenue and along Simmons Street, for a distance of two hundred eighty-eight and four tenths (288.4) feet to **MH-75** located in Simmons Street approximately fifty-five (55) feet southwest of the northern property corner of TMS #11116-06-06, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Simmons Street, for a distance of two hundred seventy-eight and eight tenths (278.8) feet to **MH-76** located in Simmons Street approximately fifty-four (54) feet southwest of the northern property corner of TMS #11116-06-01, n/f Watts; thence terminating.

Sheet 13 & 15 - **Also**, an 8" sanitary sewer line beginning at **MH-47** and tie to the aforescribed 12" and 8" sanitary sewer lines located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence extending therefrom in a northeasterly direction along Frasier Street (County Road), for a distance of one hundred ninety-two (192) feet to **MH-68** located in Frasier Street approximately thirty-four (34) feet northeast of the southern property corner of TMS #11115-02-02, n/f Deneal; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of one hundred seventy-two (172) feet to **MH-69** located in Frasier Street approximately twenty-four (24) feet northwest of the western property corner of TMS #11115-03-14, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred fifty-one and five tenths (351.5) feet to **MH-70** located in Frasier Street and the outer perimeter of the southwestern right-of-way of Bluff Road approximately fourteen (14) feet northwest of the northernmost property corner of TMS #11115-03-01, n/f Jackson; Sheet 16 - thence turning and extending therefrom in a northwesterly direction crossing Frasier Street and along the outer perimeter of the southwestern right-of-way of Bluff Road, for a distance of two hundred seventeen and three tenths (217.3) feet to **MH-71**, located in the outer perimeter of the southwestern right-of-way of Bluff Road approximately five (5) feet northeast of the northeastern property corner of TMS #11116-05-02, n/f Young; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-52** and tie to the aforescribed 8" sanitary sewer line located in Barnes Street approximately forty-five (45) feet west of the northernmost property corner of TMS #11115-07-19, n/f Brown's Chapel AME Church Trustees; thence extending therefrom in a southwesterly direction crossing Barnes Street, said TMS #11115-07-19 and along TMS #11115-07-20, n/f Brown's Chapel AME Church Trustees, for a distance of one hundred twenty-nine (129) feet to **MH-87** located on said TMS #11115-07-20 approximately fifty-six (56) feet south of the southernmost property corner of said TMS #11115-07-19; thence terminating.

Sheet 4 - **Also**, an 8" sanitary sewer line beginning at **MH-11** located in the outer perimeter of the southeastern right-of-way of Sugar Hill Lane approximately fifteen (15) feet northwest of the northwestern property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of four hundred two (402) feet to **MH-13** located in Sugar Hill Lane approximately forty-six (46) feet northwest of the northernmost property corner of TMS #11115-08-21, n/f Rose; thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of two hundred twenty-eight (228) feet to **MH-14** located in Sugar Hill Lane approximately thirty (30) feet northeast of the northwestern property corner of TMS #11115-08-25, n/f Myers; thence terminating.

Sheet 5 - **Also**, an 8" sanitary sewer line beginning at **MH-10** on the aforescribed 18" sanitary sewer line located in the southeastern right-of-way of Sugar Hill Lane approximately twenty (20) feet northwest of the northern property corner of TMS #11115-08-08, n/f Morant; thence extending therefrom in southwesterly direction along Sugar Hill Lane, for a distance of three hundred eighty-three and one tenth (383.1) feet to **MH-15** located in Sugar Hill Lane approximately thirty-three (33) feet northeast of the northwestern property corner of TMS #11115-08-02, n/f Washington; thence turning and

extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-four and two tenths (364.2) feet to **MH-16** located in Sugar Hill Lane approximately thirty-four (34) feet northeast of the northwestern property corner of TMS #11111-01-26, n/f Walker; thence turning and extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-seven and six tenths (367.6) feet to **MH-17** located in Sugar Hill Lane approximately nineteen (19) feet north of the northwestern property corner of TMS #11111-01-20, n/f Laudaverde; thence terminating.

Sheet 6 - **Also**, an 8" sanitary sewer line beginning at **MH-12** and tie to the aforescribed 18" sanitary sewer line located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; thence extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred fifty-one (251) feet to **MH-18** located in Childs Street approximately fifty-four (54) feet northeast of the western property corner of TMS #11115-08-62, n/f Tillman; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-five and three tenths (295.3) feet to **MH-19** located in Childs Street approximately twenty-nine (29) feet northeast of the northwestern property corner of TMS #11115-08-70, n/f Jenkins; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of three hundred seven (307) feet **MH-20** located in Childs Street approximately thirty-three (33) feet southwest of the southwestern property corner of TMS #11111-01-30, n/f Banner; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-nine (299) feet to **MH-21** located in Childs Street approximately twenty-six (26) feet southeast of the northeastern property corner of TMS #11110-01-03, n/f Simmons; thence turning and extending therefrom in a southwesterly direction crossing Childs Street and said TMS #11110-01-03 and along TMS #11111-01-35, n/f Smith, for a distance of one hundred ten and five tenths (110.5) feet to **MH-22** located on TMS #11111-01-35 approximately twenty-five (25) feet northeast of the southwestern property corner of said TMS #11111-01-35; thence turning and extending therefrom in a southwesterly direction crossing said TMS #11111-01-35, TMS #11111-01-36, n/f Doctor and along an 16' Dirt Road Parcel, for a distance of one hundred fifteen (115) feet to **MH-23** located on said 16' Dirt Road Parcel approximately eight (8) feet northwest of the southwestern property corner of TMS#11111-01-36; thence turning and extending therefrom in a northwesterly direction along said 16' Dirt Road Parcel, for a distance of one hundred nineteen and seven tenths (119.7) feet to **MH-24** located on said 16' Dirt Road Parcel approximately ten (10) feet north of the northeastern property corner of TMS #11111-01-42, n/f Woods; thence terminating.

Sheet 7 - **Also**, an 8" sanitary sewer line beginning at **MH-26** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence extending there from in a northwesterly direction crossing Childs Street, Childs Lane (County Road) and along said TMS #11115-08-16, for a distance of one hundred sixty-six and three tenths (166.3) feet to **MH-30** located on said TMS #11115-08-16 approximately nineteen (19) feet north of the northern property corner of TMS #11115-08-18, n/f Corbin; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-08-16, Childs Lane and along said TMS #11115-08-16, for a distance of two hundred seventy-four (274) feet to **MH-31** located on said TMS #11115-08-16 approximately fourteen (14) feet west of the western property corner of TMS #11115-08-31, n/f Watson; thence terminating.

Sheet 9 - **Also**, a 12" sanitary sewer line beginning at **MH-25** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence extending therefrom in a southeasterly direction crossing Childs Street, TMS #11115-08-50, TMS #11115-08-51 and along Riley Street, for a distance of two hundred twenty-four (224) feet to **MH-32** located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of said TMS #11115-08-51; thence an **8" sanitary sewer line** turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred eight (208) feet to **MH-35** located in Riley Street

approximately twenty-one (21) feet southeast of the southwestern property corner of TMS #11115-08-55, n/f Lovell; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred four (204) feet to **MH-36** located in Riley Street approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence turning and extending therefrom in a southeasterly direction crossing Riley Street and along TMS #11115-07-32, n/f Richland County Recreation Foundation, for a distance of two hundred twenty-eight (228) feet to **MH-37** located on said TMS #11115-07-32 approximately forty-nine (49) feet northeast of the southwestern property corner of said TMS #11115-07-32; Sheet 12 thence turning and extending therefrom in a southwesterly direction crossing said TMS #11115-07-32 and TMS #11115-07-39, n/f Patterson and along Barnes Street, for a distance of ninety-seven (97) feet to **MH-42** located in Barnes Street approximately twenty-three (23) feet southeast of the southwestern property corner of said TMS #11115-07-39; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-two and four tenths (252.4) feet to **MH-43** located in Barnes Street approximately twenty-four feet northeast of the western property corner of TMS #11114-01-03, n/f Williams; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred seventy-one (371) feet to **MH-44** located in Barnes Street approximately twenty-four (24) feet southeast of the southwestern property corner of TMS #11110-02-04, n/f Farley-Levi; thence terminating.

Sheet 11 - **Also**, an 8" sanitary sewer line beginning at **MH-36** and tie to the aforescribed 8" sanitary sewer line located in Riley Street (County Road) approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence extending therefrom in southwesterly direction along Riley Street, for a distance of two hundred twenty-three (223) feet to a **MH-38** located in Riley Street approximately thirty-three (33) feet northeast of the southwestern property corner of TMS #11115-08-74, n/f Harrington; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of three hundred and four tenths (300.4) feet to **MH-39** located in Riley Street approximately twenty-nine (29) feet southwest of the southwestern property corner of TMS #11115-08-71, n/f Waring; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred ninety-five and four tenths (295.4) feet to **MH-40** located in Riley Street approximately twenty-six and two tenths (26.2) feet northeast of the northeastern property corner of TMS #11110-02-14, n/f Chen; thence turning and extending therefrom in a southwesterly direction along Riley Street and an unopened portion of Riley Street, for a distance of three hundred ninety-three (393) feet to **MH-41** located on an unopened portion of Riley Street approximately eleven (11) feet southeast of the southwestern property corner of TMS #11110-01-09, n/f Ward; thence terminating.

Sheet 9 - **Also**, an 8" sanitary sewer line beginning at **MH-32** and tie to the aforescribed 12" sanitary sewer line located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of TMS #11115-08-51, n/f Blakely; thence extending therefrom in a northeasterly direction along Riley Street, for a distance of two hundred seventy-two (272) feet to **MH-33** located in Riley Street approximately twenty-one (21) feet northeast of the northeastern property corner of TMS #11115-07-56, n/f Daniels; thence turning and extending therefrom in a northeasterly direction along Riley Street, for a distance of three hundred thirty-eight and seven tenths (337.7) feet to **MH-34** located in Riley Street approximately sixty-five (65) feet southwest of the northernmost property corner of TMS #11115-07-11, n/f Hayes; thence terminating.

Sheet 16 - **Also**, a 12" sanitary sewer line beginning at **MH-45** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence extending therefrom in a northeasterly direction crossing Zion Avenue and along TMS #11115-04-01, n/f Bates, for a distance of twenty-four (24) feet to **MH-51** located on said TMS #11115-04-01 approximately twenty-one (21) feet northwest of the southernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of one hundred seventy-seven and six tenths (177.6) feet to **MH-65** located on said TMS #11115-04-01 approximately twenty-six (26) feet west of the northwestern property corner of TMS

#11115-04-14, n/f Jenkins; thence an **8" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing said TMS #11115-04-01 and said TMS #11115-04-14, for a distance of one hundred sixty-four (164) feet to **MH-66** located on TMS #11115-04-04A, n/f Bates approximately ten (10) feet south of the eastern property corner of said TMS #11115-04-14; Sheet 17 - thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-04A, for a distance of one hundred sixty-five (165) feet to **MH-66A** located on said TMS #11115-04-04A approximately sixty-five (65) feet northeast of the easternmost property corner of TMS #11115-04-03, n/f Bates; thence turning and extending therefrom in an easterly direction along said TMS #11115-04-04A, for a distance of one hundred fifty-two and six tenths (152.6) feet to **MH 66E** located on said TMS #11115-04-04A approximately one hundred fifty-five (55) feet southwest of the easternmost property corner of said TMS #11115-04-04A; thence terminating.

Sheets 16 & 17 - **Also**, a 12" sanitary sewer line beginning at **MH-65** and tie to the aforescribed 12" sanitary sewer line located on TMS #11115-04-01, n/f Bates approximately twenty-six (26) feet west of the northwestern property corner of TMS #11115-04-14, n/f Jenkins; thence extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred sixty-seven and three tenths (267.3) feet to **MH-66B** located on said TMS #11115-04-01 approximately forty (40) feet southwest of the northwestern property corner of TMS #11115-04-16, n/f Wade; thence turning and extending therefrom in a northwesterly direction along said TMS #11115-04-01, for a distance of seventy-six and three tenths (76.3) feet to **MH-66C** located on said TMS #11115-04-01 approximately ninety-nine (99) feet northwest of the northwestern property corner of said TMS #11115-04-16; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred twenty-nine (229) feet to **MH-66D** located on said TMS #11115-04-01 approximately sixteen (16) feet south of the northernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-04-01 and along Bluff Road, for a distance of one hundred nine (109) feet to **MH-112A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty (60) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence terminating.

Sheet 18 - **Also**, an 8" sanitary sewer line beginning at **MH-49** and tie to the aforescribed 8" sanitary sewer line located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road (County Road), for a distance of three hundred ninety-three (393) feet to **MH-77** located in Abbott Road approximately sixty-eight (68) feet southwest of the northern property corner of TMS #11116-05-10, n/f Dillard; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of one hundred ninety-four (194) feet to **MH-77A** located in Abbott Road approximately twenty-four (24) feet southwest of the northwestern property corner of TMS #11116-05-13, n/f Bush Enterprises JC, LLC; thence terminating.

Sheets 18 & 27 - **Also**, an 8" sanitary sewer line beginning at **MH-79** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately twenty-nine (29) feet southeast of the southeastern property corner of TMS #11116-02-19, n/f APG Industrial Columbia, LLC; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and along Abbott Road, for a distance of two hundred fourteen (214) feet to **MH-78** located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence turning and extending therefrom in a southeasterly direction crossing Abbott Road and along the outer perimeter of the northeastern right-of-way of Bluff Road and Mickens Road (County Road), for a distance of one hundred twenty-nine (129) feet to **MH-158** located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of

the northeastern right-of-way of Bluff Road, for a distance of two hundred sixty (260) feet to **MH-151** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing Frasier Street, along the outer perimeter of the northeastern right-of-way of Bluff Road – Sheet 27 and along Bates Street, for a distance of three hundred eighteen (318) feet to **MH-112** located in the intersection of northeastern right-of-way of Bluff Road and Bates Street approximately ninety (90) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and crossing Bates Street, for a distance of thirty-four (34) feet to **MH-112A** located in the intersection of the outer perimeter of the southeastern right-of-way of Bates Street and the outer perimeter of the northeastern right-of-way of Bluff Road approximately fifty-six (56) feet northwest of the southern property corner of TMS #11116-04-29; thence turning and extending therefrom in a southeasterly direction along the northeastern right-of-way of Bluff Road, for a distance of one hundred ninety-four (194) feet to **MH-111A** located in outer perimeter of the northeastern right-of-way of Bluff Road approximately fifteen (15) feet southeast of the southern property corner of TMS #11116-04-28, n/f Elwood; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of two hundred seventeen (217) feet to **MH-111** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately three (3) feet southeast of the southeastern property corner of the TMS #11116-04-20, n/f Brandyburg; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-78** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred eighty-seven (387) feet to **MH-80** located in Abbott Road approximately thirteen (13) feet northwest of the northwestern property corner of TMS #11116-03-33, n/f Stoneridge, LLC; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred (300) feet to **MH-81** located in Abbott Road approximately eighteen (18) feet southwest of the northwestern property corner of TMS #11116-03-45, n/f Morant; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred six (306) feet to **MH-82** located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred three (203) feet to **MH-83A** located in Abbott Road approximately forty-seven (47) feet northeast of the western property corner of TMS#11213-04-01, n/f Parker; thence turning and extending therefrom in a northeasterly direction along Abbott Road and Shop Road, for a distance of ninety-six (96) feet to **MH-83** located in the intersection of Abbott Road and the northeastern right-of-way of Shop Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; Sheet 33 - thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred seventy-eight (278) feet to **MH-141** located in Abbott Road approximately twenty (20) feet northeast of the westernmost property corner of TMS #11213-03-29, n/f Gilmore; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred nine (309) feet to **MH-142** located in Abbott Road approximately thirty-one (31) feet southwest of the northwestern property corner of TMS #11213-03-36, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred twelve (312) feet to **MH-143** located in the intersection of Abbott Road and Andrews Road (S-40-1653) approximately sixteen (16) feet northeast of the eastern property corner of TMS #11213-02-03, n/f Keys; Sheet 34 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred twenty-seven (127) feet to **MH-144** located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence turning and extending

therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred forty-three (343) feet to **MH-146** located in Andrews Road approximately three hundred forty-six (346) feet northwest of the easternmost property corner of said TMS #11213-02-16; thence terminating.

Sheet 33 - **Also**, an 8" sanitary sewer line beginning at **MH-144** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence extending therefrom in a northeasterly direction crossing Andrews Road and along Abbott Road (Private Road) located on TMS #11213-01-01, n/f Cohn 1602 Andrews, LLC, for a distance of three hundred twenty-eight (328) feet to **MH-145** located on said Abbott Road (Private Road), TMS #11213-01-01 approximately twenty-three (23) feet north of the northwestern property corner of TMS #13701-01-03, n/f Keys; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-82** and tie to the aforescribed 8" sanitary sewer line located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence extending therefrom in a northwesterly direction crossing Abbott Road and TMS #11116-02-03, n/f Woodard, for a distance of one hundred thirty-two (132) feet to **MH-82A** located on TMS #11116-02-02, n/f Benefield approximately seven (7) feet northeast of the western property corner of said TMS #11116-02-03; thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-02-02, for a distance of seventy (70) feet to **MH-82B** located on TMS #11213-05-05, n/f Cochran approximately ten (10) feet northwest of the southernmost property corner of said TMS #11213-05-05; thence terminating.

Sheet 27 - **Also**, a 12" sanitary sewer line beginning at **MH-91** and tie to the aforescribed 12" sanitary sewer line located in the intersection of Blair Street and the northwestern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence extending therefrom in a northwesterly direction crossing Blair Street and along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of ninety-five (95) feet to **MH-91A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty-three (63) feet northwest of the southernmost property corner of TMS #11115-05-05, n/f Gilberts Properties, LLC; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of one hundred eighty-eight (188) feet to **MH-110** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet northwest of the southernmost property corner of TMS #11115-05-01, n/f Williams; thence terminating.

Sheet 28 - **Also**, a 12" sanitary sewer line beginning at **MH-112** located in the intersection of the northeastern right-of-way of Bluff Road and Bates Street approximately ninety-eight (98) feet northeast of the eastern property corner of TMS #11115-03-04, n/f Huiett; thence extending therefrom in a northeasterly direction crossing Bluff Road and along Bates Street, for a distance of two hundred ninety-four (294) feet to **MH-116A** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Bates Street, for a distance of one hundred forty-one (141) feet to **MH-116** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-117A** located in Bates Street; thence an 8" sanitary sewer line turning and extending in a northeasterly direction along Bates Street, for a distance of forty-four (44) feet to **MH-117** located in Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred seventy-nine (279) feet to **MH-118** located in Bates Street approximately eighty-five (85) feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence turning and extending therefrom in a northwesterly direction crossing Bates Street, TMS #11116-04-15, n/f Thompson and along Frasier Street (Private Road) located on TMS #11116-04-09, n/f Scott, for a

distance of two hundred thirty-three (233) feet to **MH-119** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-six (36) feet northeast of the easternmost property corner of TMS #11116-04-05, n/f Morant; thence turning and extending therefrom in a northeasterly direction along said Frasier Street (Private Road), TMS #11116-04-09, for a distance of two hundred ten (210) feet to **MH-120** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-five (35) feet southeast of the southern property corner of TMS #11116-04-02, n/f Little Camden Community Organization; thence terminating.

Sheet 29 - **Also**, an 8" sanitary sewer line beginning at **MH-118** and tie to the aforescribed 8" sanitary sewer line located in Bates Street approximately eighty-five feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-121** located in Bates Street approximately forty-four (44) feet southeast of the northeastern property corner of TMS #11116-04-13, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of one hundred seventy (170) feet to **MH-122B** located in the intersection of Bates Street and the southwestern right-of-way of Shop Road approximately sixty-three (63) feet northeast of the northeastern property corner of TMS #11116-04-11, n/f Scott; thence turning and extending therefrom in a southeasterly/more easterly direction along the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road, for a distance of fifteen (15) feet to **MH-122A** located in the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road approximately seventy-six (76) feet northeast of the northeastern property corner of said TMS #11116-04-11; thence turning and extending therefrom in a northeasterly direction crossing Shop Road, for a distance of seventy-five (75) feet to **MH-122** located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; Sheet 30 - thence turning and extending therefrom in a northwesterly direction along the northeastern right-of-way of Shop Road, for a distance of two hundred eight (208) feet to **MH-132** located in the intersection of the northeastern right-of-way of Shop Road and Tolliver Street approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-04-52, n/f Inabinet; Sheet 29 - thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of four hundred (400) feet to **MH-133** located in the outer perimeter of the eastern right-of-way of Tolliver Street approximately sixteen (16) feet southwest of the northwestern property corner of TMS #13701-04-25, n/f Hall; thence turning and extending therefrom in a northerly direction along Tolliver Street, for a distance of one hundred eighty-seven (187) feet to **MH-134** located in Tolliver Street approximately forty (40) feet southwest of the western property corner of TMS #13701-04-06, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of two hundred twenty-five (225) feet to **MH-135** located in Tolliver Street approximately one hundred one (101) feet northeast of the southwestern property corner of TMS #13701-04-07, n/f Outlaw; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-122** and tie to the aforescribed 8" sanitary sewer line located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road and along Sands Street (S-40-1235), for a distance of two hundred fifty-seven (257) feet to **MH-123** located in the intersection of the outer perimeter of the northeastern right-of-way of Shop Road and Sands Street approximately fifteen (15) feet southeast of the southeastern property corner of TMS #13701-04-16, n/f Hayes; thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of three hundred ninety-six (396) feet to **MH-124** located in Sands Street approximately twenty-seven (27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; Sheet 31 - thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of one hundred ninety-three

(193) feet to **MH-127** located in Sands Street approximately forty-eight (48) feet northeast of the southernmost property corner of TMS #13701-04-09, n/f Clark; thence turning and extending therefrom in a northeasterly direction along Sands Street and Andrews Road, for a distance of three hundred twenty-seven (327) feet to **MH-128** located in the intersection of Sands Street and Andrews Road approximately seventy (70) feet northeast of the northern property corner of TMS #13701-03-03, Williamson; thence turning and extending therefrom in a northwesterly direction crossing Sands Street and along Andrews Road, for a distance of two hundred forty-four (244) feet to **MH-129** located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-nine (259) feet to **MH-131** located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; Sheets 32 & 33 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-eight (258) feet to **MH-132** located in Andrews Road approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-01-07, n/f Brown; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-129** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #13701-01-23 and along TMS #13701-01-22, n/f Whaley, for a distance of two hundred thirty (230) feet to **MH-130** located on TMS #13701-01-22 approximately nineteen (19) feet northwest of the southern property corner of said TMS #13701-01-22; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-131** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #13701-01-15, n/f Stoianov, for a distance of one hundred twenty (120) feet to **MH-131A** located on said TMS #13701-01-15 approximately one hundred fifteen (115) feet northeast of the southernmost property corner of said TMS #13701-01-15; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street (S-40-2532) approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northwesterly direction crossing Walcott Street and along in the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of one hundred thirty-seven (137) feet to **MH-136A** located in the outer perimeter of the northeastern right-of-way of Shop Road; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a southeasterly direction crossing Abbott Road and along TMS #11213-03-23, for a distance of sixty-eight (68) feet to **MH-140** located on said TMS #11213-03-23; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a northwesterly direction crossing Abbott Road and along TMS #11213-02-14, n/f Brown, for a distance of one hundred twenty-five (125) feet to **MH-150** located on said TMS #11213-02-14; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-124** and tie to the aforescribed 8" sanitary sewer line located in Sands Street approximately twenty-seven

(27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northwesterly direction crossing Sands Street and along TMS #13701-04-14, n/f Mt. Calvary Baptist Church, for a distance of one hundred ten (110) feet to **MH-125** located on said TMS #13701-04-14 approximately twenty-nine (29) feet south of the southern property corner of TMS #13701-04-20, n/f Geiger; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred eighty-three (283) feet to **MH-137** located in Walcott Street approximately twenty-two (22) feet northwest of the northwestern property corner of TMS #13701-04-38, n/f Kelley; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred (300) feet to **MH-138** located in Walcott Street approximately twenty-five (25) feet southwest of the northwestern property corner of TMS #13701-04-46, n/f Conway; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred one (201) feet to **MH-139** located in Walcott Street approximately thirty-three (33) feet northwest of the northwestern property corner of TMS #13701-04-50, n/f I&J Builders, LLC; thence terminating.

Sheet 35 - **Also**, an 8" sanitary sewer line beginning at **MH-158** and tie to the aforescribed 8" sanitary sewer line located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence extending therefrom in a northeasterly direction crossing Bluff Road and along the common boundary of Mickens Road and the northwestern property line of TMS #11116-03-31, n/f Sims, TMS #11116-03-24, n/f Brown, TMS #11116-03-23, n/f Mickens and TMS #11116-03-22, n/f Gillie, for a distance of three hundred eighty-five (385) feet to **MH-159** located in Mickens Road approximately twenty-eight (28) feet southwest of the northeastern property corner of TMS #11116-03-36, n/f North; thence terminating.

Sheet 35 - **Also**, a 12" sanitary sewer line beginning at **MH-151** and tie to the aforescribed 8" and 12" sanitary sewer line located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred (300) feet to **MH-152** located in Frasier Street approximately fifty-three (53) feet northeast of the southernmost property corner of TMS #11116-03-25, n/f Parrish; thence turning and extending therefrom in a northeasterly direction along Frasier Street and TMS #11116-04-41, for a distance of two hundred seventy-one (271) feet to **MH-153** located on said TMS #11116-04-41 approximately thirty-nine (39) feet northeast of the southernmost property corner of said TMS #11116-04-41; Sheet 36 - thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-04-41 and along Walcott Street, for a distance of one hundred forty-two (142) feet to **MH-155** located in Walcott Street approximately nineteen (19) feet northeast of the southernmost property corner of TMS #11116-03-15, n/f Brown; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred thirty-two (332) feet to **MH-156** located in Walcott Street approximately eighteen (18) feet southeast of the southernmost property corner of TMS #11116-03-08, n/f Cruel; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of four hundred (400) feet to **MH-157** located in the intersection of Walcott Street and the outer perimeter of the southwestern right-of-way of Shop Road approximately twenty (20) feet southeast of the northeastern property corner of TMS #11116-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence turning and extending therefrom in a northeasterly direction along Walcott Street and crossing Shop Road, for a distance of seventy (70) feet to **MH-136** located in the intersection of Walcott Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-157** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Walcott Street (County Road) and the outer perimeter of the southeastern right-of-way of Shop Road approximately twenty (20) southeast of the eastern property corner of TMS #11213-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence extending therefrom in a northwesterly direction along TMS #11116-03-03, for a distance of sixty (60) feet to **MH-157A** located on said TMS #11116-03-03 approximately twelve (12) feet east of the northernmost property corner of said TMS #11213-03-03; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-153** and tie to the aforescribed 8" sanitary sewer line located on TMS #11116-04-41, approximately thirty-nine (39) feet northeast of the southernmost property corner of TMS #11116-04-41; thence extending therefrom in a northeasterly direction crossing TMS #11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46 and along TMS #11116-04-47, for a distance of two hundred twenty-six (226) feet to **MH-154** located on said TMS #11116-04-47 approximately nine (9) feet southwest of the eastern property corner of said TMS #11116-04-47; thence terminating.

Sheet 37 - **Also**, a 12" sanitary sewer line beginning at **MH-201** and tie to an existing City of Columbia 10" and 12" sanitary sewer line (Adeline Outfall) located in Andrews Road on TMS #11210-02-10, n/f Owen Electric Steel Company of South Carolina approximately four hundred eighty-seven (487) feet northwest of the eastern property corner of said TMS #11210-02-10; thence extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10, for a distance of two hundred seventy-four (274) feet to **MH-202** located in Andrews Road on said TMS #11210-02-10 approximately thirty-one (31) feet southeast of the northeastern property corner of TMS #11210-02-09, n/f Smalls; thence turning and extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10 crossing a portion of said TMS #11210-02-10, TMS #11210-02-09, TMS #11210-02-06, TMS #11210-02-05, TMS #11210-02-04 and along TMS #11210-02-03, for a distance of two hundred seventy-six (276) feet to **MH-203** located in Andrews Road on TMS #11210-02-03, n/f Goodwin approximately twenty-nine (29) feet southwest of the northeastern property corner of said TMS #11210-02-03; thence turning and extending therefrom in a northwesterly direction along Andrews Road crossing TMS #11210-02-03, TMS #11210-02-02 and TMS #11210-02-10, for a distance of two hundred ninety-five (295) feet to **MH-204** located in Andrews Road (County Maintained) approximately twenty-five (25) feet southwest of the northernmost property corner of said TMS #11210-02-10; thence turning and extending therefrom in a southwesterly direction along Andrews Road and said TMS #11210-02-10, for a distance of three hundred forty-seven (347) feet to **MH-205** located in Andrews Road on said TMS #11210-02-10 approximately twelve (12) feet southwest of the southern property corner of TMS #11210-02-19, n/f Davis; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred sixty-seven (267) feet to **MH-206** located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; Sheet 38 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred seventy-one (271) feet to **MH-209** located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty (140) feet to **MH-211** located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred twenty-one (221) feet to **MH-213** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred (100) feet to **MH-215** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty-three (143) feet to **MH-217** located in Andrews Road approximately nineteen (19)

feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-five (395) feet to **MH-219** located in Andrews Road approximately ninety-nine (99) feet north of the northern property corner of TMS #11211-07-05, n/f Hood Real Estate Investments, LLC; Sheet 39 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-four (394) feet to **MH-220** located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred sixty-eight (168) feet to **MH-222** located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred ninety-one (291) feet to **MH-224** located in Andrews Road approximately sixty-six (66) feet northwest of the southwestern property corner of TMS #11211-06-92, n/f State Agricultural & Mechanical Society of SC; thence terminating.

Sheets 39 & 40 - **Also**, an 8" sanitary sewer line beginning at **MH-222** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-85, 84, 83 and 82, for a distance of two hundred forty-eight (248) feet to **MH-223** located on TMS #11211-06-82, n/f GRBI, LLC approximately six (6) feet northeast of the southwestern property corner of said TMS #11211-06-82; thence terminating.

Sheet 39 - **Also**, an 8" sanitary sewer line beginning at **MH-220** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #11211-06-77, n/f Richland County Recreation Commission, for a distance of two hundred thirty-seven (237) feet to **MH-221** located on said TMS #11211-06-77 approximately fifty-five (55) feet northeast of the southeastern property corner of TMS #11211-06-78, n/f Wolfe; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-217** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-70, TMS #11211-06-71 and along TMS #11211-06-72, n/f Cantey, for a distance of three hundred three (303) feet to **MH-218** located on said TMS #11211-06-72 approximately sixteen (16) feet southwest of the northern property corner of said TMS #11211-06-72; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-215** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-63, TMS #11211-06-62 and TMS #11211-06-61, for a distance of two hundred ninety-seven (297) feet to **MH-216** located on said TMS #11211-06-61, n/f Woods approximately thirty-five (35) feet south of the southernmost property corner of TMS #11211-06-67, n/f Boykin; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-213** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred fifty-nine (259) feet to **MH-214** located in said unnamed alley approximately twelve (12) feet southwest of the southern property corner of TMS #11211-06-60, n/f Jackson; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-211** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along said TMS #11211-06-50, for a distance of two hundred thirty-six (236) feet to **MH-212** located on said TMS #11211-06-50 approximately thirty (30) feet northeast of the northeastern house corner of TMS #11211-06-51, n/f Bryson; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-209** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred eighty (280) feet to **MH-210** located in said unnamed alley approximately eight (8) feet west of the northwestern property corner of TMS #11211-06-41, n/f Union Baptist Church #2 Trustees; thence terminating.

Sheet 37 - **Also**, an 8" sanitary sewer line beginning at **MH-206** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred sixty-two (262) feet to **MH-207** located in said unnamed alley approximately four (4) feet southeast of the southern property corner of TMS #11211-06-36, n/f Brown; thence turning and extending therefrom in a southeasterly direction crossing said unnamed alley, TMS #11211-06-32 and along TMS #11211-06-30, n/f Jenkins, for a distance of seventy-five (75) feet to **MH-208** located on said TMS #11211-06-30; thence terminating.

Be all measurements a little more or less.

This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described and shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said sanitary sewer lines. The Grantor hereby agrees that no future construction (including, but not limited to buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without the prior approval of the City Engineer.

Also, granted herein is an encroachment permit for access, ingress and egress along all Richland County roadways shown on the herein-referenced record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, for the construction, operation, maintenance, repair, reconstruction and extension of services on the sanitary sewer lines and appurtenances for this development.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

This conveyance also includes all sanitary sewer line easements recorded in the Richland County Register of Deeds for the herein-referenced project and shown in Exhibit A, attached hereto and incorporated herein.

These sanitary sewer lines are more clearly delineated on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

HMG / TS

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

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

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

WITNESS the hand and seal of the Grantor by the undersigned this ____ day _____, 20__.

WITNESSES:

RICHLAND COUNTY

(1ST Witness Signature)

By: _____

Name: _____

(2ND Witness Signature)

Title: _____

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____
(Name & Title of Officer)

of _____ on behalf of the within named Grantor.
(City & State)

Notary Public for the State of _____
(State)

My Commission Expires: _____
(Date)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Sanitary Sewer Lines for Arthurtown / Little Camden / Taylors, with Richland County, as Grantor and the City of Columbia, as Grantee this ____ day of _____ 20__.

State Bar Number: _____

EXHIBIT A

TMS	Grantor	Document Type	Easement Width	BookPage
11100-01-06		No Easement Found		
11110-01-03		No Easement Found		
11111-01-02	Hunter, Donald	Easement	15'	D1300/964
11111-01-03	Richardson, Shed, et. al.	Easement	15'	D1226/40
11111-01-04		No Easement Found		
11111-01-05	Deneal, Pauline L and Knox, Laurine L., et.al.	Easement	15'	D1311/762
11111-01-35		No Easement Found		
11111-01-36		No Easement Found		
11111-01-51	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-52	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-54	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-55	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11115-01-01	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/752
11115-01-08	Zion Pilgram Baptist Church	Easement	15'	D1228/626
11115-01-12	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/754
11115-03-04	Huiett, Bennie	Easement	15'	D1229/690
11115-03-05	Washington, Booker T.	Easement	15'	D1300/968
11115-04-01	Bates, Chaney Tolliver	Easement	15'	D1311/756
11115-04-03	Keith, William A. & Lillian W.	Easement	15'	D1267/73
11115-04-04A	Bates, Chaney Tolliver, et.al.	Easement	15'	D1311/750
11115-04-05	Taggart, Martha	Easement	15'	D1283/685
11115-04-14	Williams, Shirley J.	Easement	15'	D1228/576
11115-04-15	Wade, Derrell E.	Easement	15'	D1301/762
11115-04-16	Wade, Derrell E.	Easement	15'	D1301/766
11115-07-19	Kinard, Isaac	Easement	15'	D1283/658
11115-07-20	Rutherford, Laura	Easement	15'	D1311/760
11115-07-32	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-07-39	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-08-16		No Easement Found		
11115-08-50	Goodwin, Clara	Easement	15'	D1283/667
11115-08-51	Blakely Heyward	Easement	15'	D1228/531
11115-08-52	Blakely, Heyward	Easement	15'	D1228/536
11115-08-53	Blakely, Heyward & Nettie B.	Easement	15'	D1229/684
11116-02-02	Benefield, Richard & Johnson, Herman, et.al.	Easement	15'	D1311/758
11116-02-03	Wyman, Williams & Woodward, Shiral	Easement	15'	D1267/64
11116-03-03	S&P House Moving and Wrecking Company, Inc.	Easement	15'	D1228/601
11116-03-19		No Easement Found		
11116-03-20		No Easement Found		
11116-03-21		No Easement Found		
11116-03-22	Mickens, Caesar, et. al.	Easement	15'	D1226/46
11116-03-23	Mickens, Caesar et. al.	Easement	15'	D1226/55
11116-03-24	Red Oaks Land, Inc. et. al.	Easement	15'	D1226/58
11116-03-25		No Easement Found		
11116-03-26		No Easement Found		
11116-03-27		No Easement Found		
11116-03-28		No Easement Found		
11116-03-29		No Easement Found		
11116-03-31	Sims, Willie Ann	Easement	15'	D1228/616
11116-04-03	Brown, Emma, et.al.	Easement	15'	D1226/31
11116-04-04	Morant, Levi and Dorothy	Easement	15'	D1228/646
11116-04-07		No Easement Found		
11116-04-09	Blizzard, Gilbert & Scott, John Sr.	Easement	15'	D1272/991
11116-04-15	Lumpkin, Emily, Heirs at Law	Easement	15'	D1228/611
11116-04-40		No Easement Found		
11116-04-41	Chambers, Mary Lee	Easement	15'	D1228/641
11116-04-43		No Easement Found		
11116-04-44		No Easement Found		
11116-04-45		No Easement Found		
11116-04-46		No Easement Found		
11116-04-47		No Easement Found		
11116-05-04		No Easement Found		
11116-05-05		No Easement Found		
11116-05-07		No Easement Found		
11210-02-02		No Easement Found		
11210-02-03		No Easement Found		
11210-02-04		No Easement Found		

EXHIBIT A

11210-02-05		No Easement Found		
11210-02-06		No Easement Found		
11210-02-09		No Easement Found		
11210-02-10		No Easement Found		
11211-06-30	Jenkins, Sylvester, Jr.	Easement	15'	D1228/551
11211-06-32	Blizzard, Gilbert & Scott, John Jr.	Easement	15'	D1272/987
11211-06-33	Knapper, Robert & Deborah	Easement	15'	D1267/83
11211-06-34	Davis, Elissiteeve, Trustee	Easement	15'	D1300/976
11211-06-40	Scott, John Wesley	Easement	15'	D1228/591
11211-06-41	Jackson, Ruby	Easement	15'	D1228/566
11211-06-42	McCoy, Eugene, et.al.	Easement	15'	D1246/406
11211-06-43	The Board of Trustees Union First Baptist Church #2	Easement	15'	D1299/777
11211-06-50	Funchess, Hattie	Easement	15'	D1228/526
11211-06-54	Jackson, Green, Jr.	Easement	15'	D1228/556
11211-06-55	Jackson, Green	Easement	15'	D1228/541
11211-06-56	Scott, Janie	Easement	15'	D1228/571
11211-06-57	Millner, Agusta Eric	Easement	15'	D1228/631
11211-06-61	Woods, Willis, Jr.	Easement	15'	D1267/88
11211-06-62	Woods, Willis	Easement	15'	D1267/59
11211-06-63	Green, Jesse P., et.al.	Easement	15'	D1226/49
11211-06-70	Yacoubian, Lynn George	Easement	15'	D1228/621
11211-06-71	Scott, John Wesley	Easement	15'	D1228/596
11211-06-72	Hampton Cantey, et.al.	Easement	15'	D1228/336
11211-06-77	Richland County School District One	Easement	15'	D1373/70
11211-06-79	Jackson, Joseph L.	Easement	15'	D1228/546
11211-06-82		No Easement Found		
11211-06-83		No Easement Found		
11211-06-84		No Easement Found		
11211-06-85		No Easement Found		
11211-06-86	Caldwell, Hattie, et. al.	Easement	15'	D1226/43
11211-06-87	Hopkins, Earl Ray, et.al.	Easement	15'	D1228/338
11211-06-88	Belton, Joseph, et.al.	Easement	15'	D1237/115
11213-01-01		No Easement Found		
11213-02-14	Jackson, Lucy H.	Easement	15'	D1229/679
11213-02-15	Whaley, James L.	Easement	15'	D1269/657
11213-03-22	Watson, Lizzie M.	Easement	15'	D1228/581
11213-03-23	Rose, Richard, Jr.	Easement	15'	D1228/606
11213-05-05	Cochran, Rafter, et.al.	Easement	15'	D1226/34
11213-05-06	Cochran, Maggie McCloud, et.al.	Easement	15'	D1237/112
13701-01-15	Belton, Irvin	Easement	15'	D1370/481
13701-01-20	Young, Rudolph, et.al.	Easement	15'	D1226/52
13701-01-21	Young, Rudolph	Easement	15'	D1283/649
13701-01-22	Whaley et. al.	Easement	15'	D1283/676
13701-01-23	Faber, James & Wilette	Easement	15'	D1300/972
13701-04-14		No Easement Found		
13701-04-16	Hayes, Ladson	Easement	15'	D1228/636
13701-04-17	Hayes, Ladson & Dorothy	Easement	15'	D1267/78
13701-04-18	Hamilton, Joanness	Easement	15'	D1228/561
13701-04-19	Toliver, Joseph	Easement	15'	D1228/586
13701-04-20	Hamilton, Carrie	Easement	15'	D1267/69
13701-04-29	Inabinett, Emma, et.al.	Easement	15'	D1226/37

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters

Notes:

First Reading: May 16, 2023
Second Reading: June 6, 2023
Third Reading: June 13, 2023
Public Hearing: June 13, 2023

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

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND MARK ANTHONY BREWING INC. AND AN AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND MARK ANTHONY BREWING INC.; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement dated as of November 1, 2020 with Mark Anthony Brewing Inc. (“Sponsor”) pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act (the “FILOT Agreement”);

WHEREAS, pursuant to the FILOT Agreement, the County provided certain credits (“Infrastructure Credits”) against the FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility;

WHEREAS, in connection with the FILOT Agreement and the Infrastructure Credits, the Sponsor committed to establish a manufacturing facility in the County consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs (the “Project”), all within five year of the commencement of operations;

WHEREAS, the County conveyed certain land to the Sponsor pursuant to the Additional Project Land Purchase Agreement dated as of November 10, 2020 (as amended, the “Purchase Agreement”), wherein, in relevant part, the County agreed to sell to the Sponsor certain land adjacent to the property upon which the Sponsor’s Project is located which adjacent property is identified as parcel 1b in Exhibit A to the Purchase Agreement and further delineated in Exhibit A-1 to the Purchase Agreement (the “Property”);

WHEREAS, the Purchase agreement contains a clause pursuant to which title to the Property reverts back to the County upon the failure of Sponsor or a supplier to Sponsor to expand or locate on the Property under certain conditions by a certain date (the “Reverter Clause”);

WHEREAS, Sponsor has substantially increased in its investment in taxable real and personal property within Richland County to at least \$470,000,000 (the “Expansion”); and

WHEREAS, due to Sponsor’s substantial increase its investment in taxable real and personal property in Richland County, the County now desires to (i) amend the Reverter Clause in the Purchase Agreement to provide Sponsor an additional twelve 12 months to expand or locate a supplier to Sponsor on the Property before title to the Property reverts to Seller and (ii) amend the FILOT Agreement to increase the Infrastructure Credits provided to the Sponsor thereunder as an inducement to make the additional investments in the County; as reimbursement for the increased costs of certain land and infrastructure improvements on the Project land.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Expansion based on relevant criteria including the purposes the Expansion is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

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

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

(c) The purposes to be accomplished by the Expansion are proper governmental and public purposes; and

(d) The benefits of the Expansion to the public are greater than the costs.

Section 2. Approval of Incentives; Authorization to Execute and Deliver Amendment to FILOT Agreement, and Amendment to Additional Project Land Purchase Agreement. The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Amendment to FILOT Agreement attached hereto as Exhibit A (the “FILOT Amendment”), and the Amendment to Additional Project Land Purchase Agreement attached hereto as Exhibit B (the “Land Amendment”); with respect to the Expansion (collectively, the FILOT Amendment and Land Amendment may be referred to collectively as the “Amendments”), including the increase of the Infrastructure Credits and the amendment of the terms of the Reverter are hereby approved. The form, terms and provisions of the Amendments that are before this meeting are approved and all of the Amendments’ terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Amendments 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 Amendments and to deliver the Amendments to the Sponsor.

Section 3. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Amendments.

Section 4. 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 5. General Repealer. Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 16, 2023
Second Reading: June 6, 2023
Public Hearing: June 13, 2023
Third Reading: June 13, 2023

EXHIBIT A
FORM OF FILOT AMENDMENT

AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “*Amendment*”) is made and entered into as of the ____ day of _____, 2023, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (“*County*”), a body politic and corporate and political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and **MARK ANTHONY BREWING INC.**, a Delaware corporation (“*Sponsor*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement (as that term is defined below).

WITNESSETH:

WHEREAS, Sponsor and County entered into that certain Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement dated as of November 1, 2020 (the “*FILOT Agreement*”) wherein, in relevant part, the County agreed to provide certain incentives to Sponsor with respect to certain Economic Development Property, which includes the Real Property, as more particularly described in Exhibit A to the FILOT Agreement; and

WHEREAS, under the FILOT Agreement, Sponsor committed to establish the Facility in the County consisting of a taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs in exchange for a FILOT and Infrastructure Credit, as more particularly described in the FILOT Agreement; and

WHEREAS, the Sponsor has committed to make additional investments in the County in taxable real and personal property to bring to the total committed investments (including the initial \$400,000,000) under the FILOT Agreement to at least \$470,000,000; and

WHEREAS, the County and the Sponsor desire to amend the FILOT Agreement to provide a modification to the Infrastructure Credits provided to the Sponsor thereunder as an inducement to make the additional investments in the County; and

WHEREAS, the County has approved this Amendment via Ordinance of its County Council.

NOW, THEREFORE, the County and the Sponsor hereby agree as follows:

1. Exhibit D, as referenced in Section 5.1 of the FILOT Agreement and attached thereto as an exhibit, is hereby amended by restating the “**DESCRIPTION OF INFRASTRUCTURE CREDIT**” in its entirety as follows:

“The County agrees to provide an Infrastructure Credit for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in 2021, and shall be comprised of a 58% Infrastructure Credit to be applied against the Company’s FILOT payment on the Project for the first year of the term of the FILOT Agreement and a 50% Infrastructure Credit for the remaining 14 years. In

addition, the County shall provide an annual Infrastructure Credit of 20% (for a total Infrastructure Credit of 70%) for a period of ten (10) years, commencing in property tax year 2023. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year's annual FILOT payment.

2. Except as modified by this Amendment, the parties hereto acknowledge that the FILOT Agreement remains in full force and effect. The parties agree that the Infrastructure Credits as modified by this Amendment shall supersede any other agreement between the parties with respect to the Infrastructure Credits, including those terms as set forth in the Incentive Agreement dated November 10, 2020, by and among MAB, Richland County, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and the South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, as amended by that First Amendment to the Incentive Agreement dated December 1, 2021.

3. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

4. The County represents that it has approved this Amendment by adoption of an Ordinance dated [●], 2023, and in accordance with the procedural requirements of the County Council and any other applicable law.

5. The Company represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

7. This Amendment is effective as of the date first written above.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

ATTEST:

Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

MARK ANTHONY BREWING INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT B
FORM OF LAND AMENDMENT

AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT

THIS AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT (this “*Amendment*”) is made and entered into as of the ____ day of _____, 2023, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “*Seller*”) and **MARK ANTHONY BREWING INC.**, a Delaware corporation (the “*Buyer*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as that term is defined below).

WITNESSETH:

WHEREAS, Buyer and Seller entered into that certain Additional Project Land Purchase Agreement dated as of November 10, 2020 (as amended, the “*Purchase Agreement*”), wherein, in relevant part, the Seller agreed to sell and the Buyer agreed to buy that certain parcel of land identified as parcel 1b in Exhibit A and further delineated in Exhibit A-1 to the Purchase Agreement (the “*Property*”); and

WHEREAS, in connection with the project for which Buyer entered into the Purchase Agreement, Buyer has committed to a substantial increase in its investment in taxable real and personal property within Richland County to at least \$470,000,000; and

WHEREAS, due to Buyer’s substantial increase in its investment in taxable real and personal property in Richland County, Seller now seeks to amend the reverter clause in the Purchase Agreement to provide Buyer, or a supplier of Buyer, more time to expand or locate its business on the Property before title to the Property reverts to Seller; and

WHEREAS, the Seller has approved this Amendment via Ordinance of its County Council.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 4 subsection i) of the Purchase Agreement is hereby amended in its entirety as follows:
 - i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed with a clause that provides that fee simple title to the Property shall automatically revert back to the Seller in case the Buyer does not expand on the Property or a supplier to the Buyer does not locate on any portion of the Property (collectively, the “Additional Project”) within 42 months of the Transfer of the Property and such Additional Project does not represent an investment of at least \$150 million, which Additional Project shall be in addition to the Contract Minimum Investment Requirement, as defined in the Fee-in-Lieu of Ad Valorem Taxes and Special Source Revenue Agreement effective as of November 1, 2020, between Buyer and Seller, title to the Property shall revert back to the Seller. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good,

marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit B.

Except as modified by this Amendment, the parties hereto acknowledge that the Purchase Agreement remains in full force and effect. The parties agree that the reverter clause as modified by this Amendment shall supersede any other agreement between the parties with respect to the reverter, including those terms as set forth in the Incentive Agreement dated November 10, 2020, by and among MAB, Richland County, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development (“**CCED**”), the City of Columbia, and the South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, as amended by that First Amendment to the Incentive Agreement dated December 1, 2021.

2. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

4. The Seller represents that it has approved this Amendment by adoption of an Ordinance dated [●], 2023, and in accordance with the procedural requirements of the County Council and other applicable law. The Buyer represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

5. This Amendment is effective as of the date first above written.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

RICHLAND COUNTY ATTORNEY'S OFFICE

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

MARK ANTHONY BREWING INC.,
a Delaware corporation

By: _____
Name:
Title:

Richland County Council Request for Action

Subject:

An Ordinance authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina; Richland County TMS #14103-02-20A

Notes:

First Reading: June 6, 2023

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-23HR

AN ORDINANCE AUTHORIZING A DEED TO ALLEN UNIVERSITY FOR
1741 CUSHMAN DRIVE, COLUMBIA, SOUTH CAROLINA; RICHLAND
COUNTY TMS #14103-02-20A.

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 County of Richland and its employees and agents are hereby authorized to grant a deed for 1741 Cushman Drive, Columbia, South Carolina, which is also described as TMS# 14103-02-20A, to ALLEN UNIVERSITY, as specifically described in the attached Title to Real Estate, attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023.

Anette Kirylo
Clerk of Council

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

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: June 6, 2023

Second Reading:

Third Reading:

Public Hearing:

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

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

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

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

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

WHEREAS, PROJECT MAIN VIEW, a Virginia limited liability company, (“Company”) desires to develop a multi-use and multi-family development within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$50,000,000.00;

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 6, 2023
Second Reading: June 13, 2023
Public Hearing:
Third Reading:

EXHIBIT B
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

[PROJECT MAIN VIEW]

Effective as of: []

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and [PROJECT MAIN VIEW], a Virginia limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, the Company has committed to establish a community apartment and mixed use development known as [PROJECT NAME] in the County (“Project”) on property more particularly identified by **Exhibit A** (“Land”), consisting of taxable investment in real and personal property of not less than Fifty Million Dollars (\$50,000,000) and the creation of approximately 8 new, full-time jobs; and 2 new part time jobs;

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

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

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

ARTICLE I REPRESENTATIONS

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure 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 Commonwealth of Virginia, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than Fifty Million Dollars (\$50,000,000) in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2028 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the

Company is no longer entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on **Exhibit B**. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

Section 2.3. Public Infrastructure Credits.

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

(b) For each property tax year in which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND

THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) In the sole discretion of the County, at the end of the Credit Term, as described in **Exhibit C**, the County may renew the Credit Term for an additional ten (10) year period which renewal must be approved by adoption of an ordinance by County Council. Nothing in this Agreement shall be construed as an obligation by the County to extend the Credit Term.

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

Section 2.4. Filings. To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2024, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as **Exhibit D**, as may be amended by subsequent resolution, with respect to the Company.

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

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

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

(b) An abandonment or closure of the Project; For purposes of this Agreement, "abandonment or closure of the Project" means (i) the total cessation of construction on the Project, or (ii) after completion of construction of the Project, the total vacating of occupation and use of the Project, in either case for a period in excess of one hundred twenty (120) consecutive calendar days, other than for force majeure or other reasons beyond the control of Company;

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the 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 the Agreement; or

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

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

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

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

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

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

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

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

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 Public Infrastructure and disclaims all liability with respect to the Public Infrastructure.

Section 4.6. Indemnification Covenant.

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

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

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

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

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

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

if to the County:

Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street

Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: 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:

with a copy to

Rogers, Lewis, Jackson, Mann, and Quinn
Attn: Robert B. Lewis and Christian Rogers
1901 Main St. Suite 1200
Columbia, South Carolina 29201

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 the amount of not exceeding \$5,000. 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 Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

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

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

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

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

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

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, [PROJECT MAIN VIEW], has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

[PROJECT MAIN VIEW]

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All that piece, parcel, or tract of land, with the improvements thereon, situate, lying and being on the eastern side of Main Street, between Scott Street and Franklin Street, in the City of Columbia, County of Richland, State of South Carolina, said tract commencing at a point on the easterly margin of Main Street, a distance of eighty-one (81) feet, more or less, north of the intersection of Main Street and Scott Street; thence running north along the eastern side of Main Street for a distance of three hundred twelve and 9/10 (312.9) feet, more or less, to a point; and, there cornering and thence running east along property now or formerly of W. G. Belser, for a distance of one hundred forty-three and 3/10 (143.3) feet, more or less, to a point; and there cornering and thence running north for a distance of one hundred twenty-one (121) feet, more or less, along property now or formerly of W. G. Belser, and possibly of others, to a point; and, there cornering and thence running east along property of unknown party a distance of twenty-five (25) feet, more or less, to Gaillard Street, to a point; and there cornering and thence running south along Gaillard Street a distance of one hundred twenty-five (125) feet, more or less, to a point; and, there cornering and thence running east along the dead-end of Gaillard Street, to a point; and there cornering and thence running south along property now or formerly of Conrad Holding Co. for a distance of forty-six and 6/10 (46.6) feet, more or less, to a point; and there cornering and thence running east along property now or formerly of Conrad Holding Co. for a distance of two hundred seventeen (217) feet, more or less, to a point on the westerly margin of Sumter Street; and, there cornering and thence running south along the western side of Sumter Street for a distance of three hundred forty-three and 1/10 (343.1) feet, more or less, to a point on the northerly margin of Scott Street; and there cornering and thence running west along Scott Street for a distance of two hundred seventy and 6/10 (270.6) feet, more or less, to an alley; and, there cornering and thence running north along said alley for a distance of one hundred fifty-five and 7/10 (155.7) feet, more or less; and there, cornering and thence running west for a distance of ten (10) feet, more or less, to a point; and there cornering and thence running south along said alley for a distance of seventy-five and 6/10 (75.6) feet, more or less, to a point; and there cornering and running west along property now or formerly of M. O. Youmans for a distance of one hundred forty (140) feet, more or less, to the eastern side of Main Street, being the point of commencement.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southwestern corner of the intersection of Franklin Street and Sumter Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, said lot being Lot No. 4, as shown on plat of property of Ridgewood Development Company, made by Tomlinson Engineering Company, dated July 5, 1938, said lot hereby conveyed being in shape a rectangle measuring on its northern and southern sides one hundred (100) feet, more or less, and on its eastern and western sides two hundred (200) feet, more or less, begin bounded on the north by said Franklin Street; on the east by said Sumter Street; on the south by lot formerly of Edgewood Development Company, being Lot No. 5 as shown on said plat; and on the west by land formerly of Edgewood Development Company, being Lots Nos. 3 and 9 as shown on said plat.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southeastern corner of Franklin and Gaillard Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, and measuring and bounding as follows: on the north by Franklin Street and whereon it measures one hundred seventeen (117) feet; on the east by Lot No. 4 on plat hereinafter mentioned and whereon it measures two hundred (200) feet; on the south by Lots Nos. 5 and 10 on plat hereinafter mentioned and whereon it measures one hundred seventeen (117) feet; and on the west by Gaillard Street and whereon it measures two hundred (200) feet; said lot is composed of Lots Nos. 2, 3 and 9 as shown on plat of property surveyed for Wilson Motor Company by Barber, Keels and Associates, Engineers, on April 1, 1952.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the Western side of Sumter Street in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lots 5, 6, 10 and 11 on a plat of property of Edgewood Development Corp. made by Tomlinson Engineering Co., dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1. The Lot hereby conveyed is also shown on a plat of property surveyed for Lucile K. Kibler by B. P. Barber & Associates, Inc., dated June 29, 1965. Said lot being bounded and measuring as follows: On the North by Lots 4 and 9 and measuring thereon Two Hundred Seventeen (217) feet; on the East by Sumter Street and measuring thereon One Hundred (100) feet; on the South by Lots 7 and 12 and measuring Two Hundred Seventeen (217) feet; and on the West by Gaillard Street and measuring thereon One Hundred (100) feet.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the west side of Sumter Street, between Jefferson and Franklin Streets, in the City of Columbia, County of Richland, and State of South Carolina, said lot being and embracing Lots 7, 8, 12, and the eastern portion of Lot 13, as shown on plat of property of Edgewood Development Company embracing the same, made by Tomlinson Engineering Company, dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1, said lot being a rectangle in shape, beginning on Sumter Street 300 feet South of the intersection thereof with said Franklin Street, and running thence south along said Sumter Street for a distance, in the aggregate, of 97.9 feet, then turning and running westward along lot now or formerly of C. G. Vogell for a distance, in the aggregate, of 217 feet, more or less, then turning and running northward along the remaining portion of said Lot 13 and along an unnamed street for a distance, in the aggregate, of 96.4 feet, more or less, then turning and running along Lots 11 and 6, as shown on said plat, for a distance, in the aggregate, of 217 feet to the point of beginning.

ALSO conveyed by this Deed are the rights and easements, if any, owned on the date of this Deed by Grantors, relating to the use of a strip of land twenty (20) feet in width of, along, and upon the remaining portion of Lot 13 above referred to for all purposes of access, ingress, and egress to and from the premises above described, as is established by an agreement entered into between Charles G. Vogell and B. D. Cullum, which agreement is recorded in the Office of the Register of Deeds for Richland County in Deed Book F.A. at Page 160. This conveyance includes and is subject to, and Grantee expressly accepts and agrees to be bound by, the rights and obligations, if any, to which Grantors are subject on the date of this

Deed established by party wall agreements of record; and particularly the agreement between Charles G. Vogell and B. D. Cullum dated January 30, 1941, and recorded in the Office of the Register of Deeds for Richland County in Deed Book E.Z. at Page 73.

TMS: 09016-02-06

EXHIBIT B (See Section 2.2)

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The anticipated Public Infrastructure and expected costs are further detailed below:

1.	Parking deck	\$10,800,000.00.
2.	Main Street – Mill, overlay, and paint,	\$250,000.00.
3.	Utilities Construction	\$500,000.00.
4.	Street landscaping/irrigation,	\$230,000.00.
5.	Adam street lights,	\$180,000.00.
6.	Street vendor area,	\$250,000.00.
7.	Street sidewalks, curb, gutter, paving	\$325,000.00
8.	Demolition/Blight Eradication	<u>\$450,000.00</u>
	Total	\$12,985,000.00

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Public Infrastructure.

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

EXHIBIT D (See Section 2.5)

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

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

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

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Proposed Chapter 21 (Dirt Road Paving) Ordinance Amendment

Notes:

May 23, 2023 – The Transportation Ad Hoc Committee recommended Council to approve the requirement in Chapter 21 that allows 25% of property owners to decline a road paving project.

First Reading: June 6, 2023

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	May 1, 2023	Meeting Date:	May 23, 2023
Legal Review	Patrick Wright via email	Date:	May 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	May 15, 2023
Finance Review	Stacey Hamm via email	Date:	May 9, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Proposed Dirt Road Paving Ordinance Amendment		

RECOMMENDED/REQUESTED ACTION:

Transportation Department recommends the Paving Program proactively pursue and complete the paving of Richland County roads by removing the requirement in Chapter 21 that allows 25% of property owners to decline a road paving project.

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:

There is a \$20M balance remaining and additional funds already committed in designs. Chapter 21 allows for the active pursuit of the investment using condemnation as necessary.

Applicable department/grant key and object codes: Key code 13320302; object 530100

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Chapter 21 of County Ordinance and Title 28 Chapter 2, Eminent Domain Procedure Act of the State of South Carolina.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff reviewed Section 21-20 (attachment 1). The requested change removes the requirement that 25% or more of property owners may stop the paving selection of the road.

The requested amendment to ordinance will shift the priority to the larger number of residents who are requesting their dirt road to be paved rather than to the lower number of residents who have previously resisted the paving work in exchange for the required land. Staff recommends this amendment to be more inclusive and effective in cooperation with the Richland County Strategic Plan.

Staff reviewed Section 21-23 (attachment 2). This section does allow for condemnation and compensation based on the benefit: *"The county will not compensate property owners for rights-of-way on public works projects from which they directly benefit."* This aligns with the Horry County process presented to the Transportation Ad Hoc Committee in March. Properties with larger benefit than the land value are not compensated. Most of the compensations involved properties with little or no benefit. Staff indicates that the current ordinance supports this portion of the process as was presented.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Objective 4.3: Create excellent facilities

Objective 4.4: Provide equitable living and housing options

ADDITIONAL COMMENTS FOR CONSIDERATION:

The maintenance cost of dirt roads has been comparable but less than that of paved roads. In each case, a higher standard can be provided to County residents; however, the procurement/maintenance of equipment and staff training are two department operational strains.

Staff often measures fiscal implications using current practices. Following a review of maintenance costs, staff compares in-house staffing and equipment for dirt road maintenance to the contract price of resurfacing and other paved road contracts. However, as dirt road volume is reduced and paved roads become even more predominate, the County must increase its in-house staff's ability to work with paved roads. If the County can achieve a stronger dominance in this area, it will shift its training, equipment purchases, and hiring practices to fit the needs associated with paving. This will result in decreased pavement maintenance costs.

Besides the improvement and maintenance costs, there are measurable changes in the results following the paving of the dirt roads:

1. Improved quality of life as described by residents in the recent video on Robert James Road.
2. Improved emergency services response from Fire, EMS, and Sheriff's Dept.
3. Improved public services response from bussing, mail, DPW, and Utilities.
4. Improved property values of the surrounding private property.

5. Improved access for the residents and visitors.
6. Reduced fatigue on people and vehicles and reduced dust.
7. Sustainable drainage systems.

ATTACHMENTS:

1. Ordinance Section 21-20 Redline
2. Ordinance Section 21-23

Attachment 1. 21-20 Ordinance Section Redline

Sec. 21-20. Road paving program.

(a) Road construction and paving projects administered by the county and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the Director of Transportation, in conjunction with and with the support of the Director of Public Works, or his/her designee. Such program shall have the following basic characteristics:

(1) Only county maintained roads with recorded Easement and Right-of-Way Deeds will be paved utilizing public funds,

(2) All county maintained dirt roads are eligible for paving, and

(3) Paving will be accomplished in priority order at a rate permitted by availability of funding.

(b) The county engineer, or his/her designee, will acquire and maintain the following data on all roads proposed for paving:

(1) Name;

(2) County road number;

(3) Map location code;

(4) Beginning and ending points;

(5) Length in miles and hundredths of a mile; and

(6) Council district.

(c) In addition, the following data pertaining to the roads priority for paving will be obtained and recorded for each road:

(1) Number of homes accessed from the road;

(2) Number of businesses accessed from the road;

(3) Number of churches accessed from the road;

(4) Maintenance difficulty factor; and

(5) "Through road" factor.

For the purpose of determining the number of homes, business and churches accessed from a road, only those on parcels with no existing paved road frontage will be counted except when the distance from the paved road to the building exceeds 1,320 feet.

(d) Roads will be prioritized in accordance with the following procedure:

A road's priority for paving will be established by the lowest cost per occupant, church, or business. Lowest cost per occupant (P) is calculated by the formula:

$$P = \frac{\text{Cost}}{H+B+C+T}$$

Where:

H = Number of points accredited for homes.

One point is accredited for each home accessed from the road. This will include mobile homes as well as permanent homes. It should be noted that the number of homes on a road is an indicator of the number of people using it as well as the importance of the road as a possible school bus route.

B = Number of points accredited for businesses.

Two points are accredited for each business accessed from the road. To be eligible for these points, a business must occupy a building separate from any residence and rely on the road for either customer traffic or routine use by company vehicles.

C = Number of points accredited for churches.

Two points are accredited for each church accessed from the road.

T = Through road factor. If the road is a through road, two points are accredited to T. If the road is not a through road, zero points are accredited to T.

L = Length of the road in miles and hundredths.

Cost = Estimated Cost (\$800,000 per mile x L).

(e) A road's paving may be given top priority provided that all costs incurred by the county to pave it are paid by its adjacent property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ratio, or by each lot being assessed an equal share of the costs and interest, Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

(f) Highways, streets or roads constructed or paved under the county's jurisdiction and maintained by the county shall meet the design and construction standards contained in section 21-6, above.

(g) The Director of Transportation or his/her designee, in conjunction with and with the support of the county engineer, or his/her designee, shall, establish appropriate alternate design and construction standards for low volume rural roads as a means of ensuring maximum cost effectiveness of road paving funds.

(h) Road paving funds will be distributed by county council district based on that district's portion of total county dirt road mileage. Pro rata fund distribution will be calculated as follows:

$$\text{District dirt road paving funds} = \frac{\text{Total dirt road paving funds} \times \text{district dirt road mileage}}{\text{Total dirt road mileage}}$$

Mileage refers to dirt road mileage in the county road maintenance system (i.e. public dirt roads that are routinely maintained by county public works forces). Roads will be selected for paving based on distribution/availability of funds and priority within that council district, as determined by the uniform road rating system contained in this section.

(i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:

(1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:

a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.

b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.

c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.

d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.

e) Roadway bases reinforced by the above method shall be overlaid with 1 Vi inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.

(2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:

a) Triple Treatment Surface Course;

b) Rubberized Asphalt;

c) Milled Asphalt.

(3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.

(4) In order to incorporate community input before roads are paved, notice shall be sent by the County Transportation Department, by mail to all abutting property owners whose property would be affected by any such change. A return receipt from the last known address of all property owners will be required. Each such owner shall have thirty (30) days to respond. **H**

~~twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.~~

(j) *Design exceptions for dirt road paved surface widths less than eighteen (18) feet.*

Design exceptions for paved surface widths less than the minimum eighteen (18) feet may be considered for dirt roads, as follows:

- (1) The dirt road must be equal to or less than 1,000 feet in total length.
- (2) The road must be classified as low volume by traffic volume per the County Low Volume Design Manual dated November 2013 which equates to traffic volumes less than 400 vehicles per day.
- (3) The road must not be classified as a through road.
- (4) If a dirt road being considered for paving meets the criteria for design exception stated in paragraphs (j) (1), (2), and (3), above, then following steps must be taken before a design exception is approved:
 - (a) The Director of Transportation and the Director of Public Works shall take a scoping visit and conduct a design field review of the road to identify conflicts that may preclude installing a minimum paved surface width of eighteen (18) feet.
 - (b) Staff shall obtain and review crash data for the road by number and types of crashes, including fatal crash rate.
 - (c) A Design Exception Form shall be completed documenting the proposed design exception and the justifications therefore.
 - (d) Then, when he/she deems it appropriate, the Director of Transportation shall make a recommendation for a paved surface width design exception to the Director of Public Works. The Director of Public Works shall make the final determination of whether to approve the paved surface width design exception and shall maintain a record of all approvals and denials.
- (5) Regardless of the above, in no case shall a paved surface width be allowed less than fifteen (15) feet.
- (6) The Director of Transportation shall consider adding traffic calming measures to dirt road paving projects in conjunction with any approved design exception for roads that exceed 500 feet in total length.
- (7) The above design exception shall apply only to paved surface widths of dirt roads in limited circumstances and shall not allow for exceptions to any other design, asphalt, drainage, or construction standards.

(Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 011-09HR, § II, 2-17-09; Ord. No. 043-14HR, § II, 7-29-14; Ord. No. 047-15HR, § I, 10-20-15; Ord. No. 047-15HR, § I, 10-20-15)

Attachment 2. Condemnation/Compensation

Sec. 21-23. Condemnation/ compensation.

(a) In general, the county will not compensate property owners for easements or rights-of-way on public works projects from which they directly benefit. Exceptions may be made, however, when:

(1) Unusual circumstances make payment of a reasonable amount of compensation more economical than resorting to condemnation;

(2) Deadlines for completion of a project preclude the expenditure of time required for condemnation; or

(3) Compensation is awarded through the condemnation process.

(b) Condemnation of easements or rights-of-way on any county public works project shall require the prior approval of the county council. An appraisal of affected property parcels shall accompany a staff recommendation to county council for condemnation of property.

(Ord. No. 005-03HR, § I, 1-21-03)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-20, ROAD PAVING PROGRAM; SUBSECTION (i); SO AS TO REMOVE SPECIFIC LANGUAGE THEREIN.

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 21, Roads, Highways and Bridges; Section 21-20, Road paving program; subsection (i) is hereby amended to read as follows:

- (i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:
 - (1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:
 - a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
 - b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.
 - c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.
 - d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.

- e) Roadway bases reinforced by the above method shall be overlaid with 1½ inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet. A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
- (2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:
 - a) Triple Treatment Surface Course;
 - b) Rubberized Asphalt;
 - c) Milled Asphalt.
 - (3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.
 - (4) In order to incorporate community input before roads are paved, notice shall be sent by the County Transportation Department, by mail to all abutting property owners whose property would be affected by any such change. ~~A return receipt from the last known address of all property owners will be required. Each such owner shall have thirty (30) days to respond. If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.~~

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2023.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chairperson

ATTEST THIS THE ____ DAY

OF _____, 2023.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT FOUNDATION; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, Project Foundation, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish its corporate headquarters in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$10,000,000 in taxable real and personal property and the creation of approximately 40 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: June 13, 2023

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT FOUNDATION TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Project Foundation, (“Sponsor”), desires to establish its corporate headquarters in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$10,000,000 and the creation of approximately 40 new, full-time jobs; and

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

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

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

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 13, 2023
Second Reading:
Public Hearing:
Third Reading:

RICHLAND COUNTY ATTORNEY'S OFFICE

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

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

[PROJECT FOUNDATION]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Foundation	
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 Years	Pg. 3; §1.1
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$10,000,000	Pg. 2; §1.1
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	40	Pg. 2; §1.1
<ul style="list-style-type: none"> • Investment Period 	5 Years	Pg. 3; §1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Pg. 6; §4.1(a)(ii)
<ul style="list-style-type: none"> • Millage Rate 	456.5 Mills	Pg. 7; §4.1(a)(iii)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Pg. 7; §4.1(a)(iii)
<ul style="list-style-type: none"> • Claw Back Information 	Pro Rata	Pg. 9; §6.1; Exhibit E
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<ul style="list-style-type: none"> • Brief Description 	50%	Pg. 9; §5.1; Exhibit D
<ul style="list-style-type: none"> • Credit Term 	10 Years	
<ul style="list-style-type: none"> • Claw Back Information 	Pro Rata	Pg. 9; §6.1; Exhibit E
Other Information	N/A	

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT FOUNDATION, a [corporation]/[limited liability company]/[limited partnership] organized and existing under the laws of the State of [] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish its corporate headquarters (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$10,000,000 and the creation of approximately 40 new, full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

ARTICLE I DEFINITIONS

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

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the

Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2024.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$10,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 40 new, full-time, jobs created by the Sponsor in the County in connection with the Project.

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

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

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

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

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

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2063, the Final Termination Date is expected to be January 15, 2065, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

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

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2029.

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

“Multicounty Park” means the multicounty industrial or business park governed by the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated September 1, 2018, between the County and Fairfield, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

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

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

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

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

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

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

“**Sponsor**” means Project Foundation and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

“**State**” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a "project" on [DATE] by adopting an Inducement Resolution, as defined in the Act on [DATE].

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

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

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

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

(b) The Sponsor intends to operate the Project as a corporate headquarters and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

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

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2024, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 456.5 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or

any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

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

(b) The County is entitled to use counsel of its choice and the Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$[]. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Project Foundation

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or

by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

PROJECT FOUNDATION

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, together with any improvements thereon, if any, situate, lying and being in the Town of Irmo, County of Richland, State of South Carolina, being shown and designated as TRACT A (4.37 AC) and TRACT B (1.15 AC) as shown on that certain plat entitled "Plat Prepared for The Mungo Company Office Complex" by Belter and Associates, Inc., dated 8/31/95, last revised 7/21/22 and recorded 11/22/22 in the ROD Office for Richland County, South Carolina in Book 2797 at page 2186. Said Tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

**EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

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

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

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

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

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

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County agrees to provide an Infrastructure Credit for a period of 10 years commencing after the first phase of the Project is placed in service, anticipated to be in _____, and shall be comprised of a 50% Infrastructure Credit to be applied against the Company's FILOT payment on the Project for the first year of the term of the Fee Agreement and a 50% Infrastructure Credit for the next 9 years. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the Company had received \$1,369,500 in Infrastructure Credits, and had invested \$7,500,000 and created 35 jobs by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 35/40 = 87.5\%$$

$$\text{Investment Achievement Percentage} = \$7,500,000/\$10,000,000 = 75\%$$

$$\text{Overall Achievement Percentage} = (87.5\% + 75\%)/2 = 81.25\%$$

$$\text{Clawback Percentage} = 100\% - 81.25\% = 18.75\%$$

$$\text{Repayment Amount} = \$1,369,500 \times 18.75\% = \$256,781.25$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council will accept applications through

July 14, 2023 at 5:00 pm

For Service on the following Boards and/or Commissions

1. Accommodations Tax Committee – Four (4) Vacancies (**ONE** applicant must have a background in the lodging industry, **TWO** applicants must have a background in the hospitality industry, and **ONE** applicant must have a cultural background)
2. Board of Zoning Appeals – One (1) Vacancy
3. Building Codes Board of Appeals – Eight (8) Vacancies (**ONE** applicant must be from the Architecture Industry, **ONE** applicant must be from the Gas Industry, **ONE** applicant must be from the Building Industry, **ONE** applicant must be from the Contracting Industry, **ONE** applicant must be from the Plumbing Industry, **ONE** applicant must be from the Electrical Industry, and **TWO** applicants must be from Fire Industry as alternates)
4. Business Service Center Appeals Board – Three (3) Vacancies (**ONE** applicant must be from the Business Industry and **TWO** applicants must be CPAs)
5. Central Midlands Council of Governments – One (1) Vacancy
6. Hospitality Tax Committee – Three (3) Vacancies (**TWO** applicants must be from the Restaurant Industry)
7. Midlands Workforce Development Board – One (1) Vacancy (Applicant must be from the Private Sector)
8. Planning Commission – Two (2) Vacancies
9. Richland Library – Three (3) Vacancies
10. Transportation Penny Advisory Committee (TPAC) – Four (4) Vacancies

Appointments will tentatively begin on September 12, 2023

Please visit 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 speak with your Council District Representative** and to visit www.richlandcountysc.gov to learn more about the board, commission or committee you are interested in serving on. 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.



REQUEST OF ACTION

Subject: FY23 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 7.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 60,900
Columbia Museum of Art	\$ 10,000
Total Allocation	\$ 10,000
Remaining FY2023 Balance	\$ 61,825

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

12-24-88

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

DECLARATION OF RESTRICTIVE COVENANTS



THIS DECLARATION, made this the 28 day of May, 1988, by and between ELTON S. MEETZE, hereinafter called the "Developer" and the County Council for Richland County, hereinafter called "County Council."

Pursuant to Ordinance 1535-86HR, whereby the Richland County Subdivision Regulations, Appendix B, were adopted by County Council.

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NOW, THEREFORE, the parties hereto declare and agree that the following restrictions shall be binding upon the real property identified by plat, described in Section III, below.

Section I. A privately maintained easement shall be established providing access to a public road for each lot in the subdivision, said easement to be jointly owned by all property owners in the subdivision. Any such private easement shall comply with lending requirements of FHA and VA.

Section II. Provisions shall be made for maintenance of the private easement by the property owners in the subdivision. All lot owners shall be jointly and severally financially required to maintain the driveway, said obligation to be enforceable by the filing of a lien, by the Homeowner's Association, against the property of an owner who fails to make the required contributions towards maintenance of the road. "THE PRIVATE EASEMENT PROVIDING ACCESS TO LOTS

IN THIS SUBDIVISION IS NOT MAINTAINED BY RICHLAND COUNTY NOR IS IT LIKELY TO BE SO MAINTAINED IN THE FUTURE. OWNERS OF LOTS IN THIS SUBDIVISION ARE FINANCIALLY OBLIGATED TO MAINTAIN THIS EASEMENT FOR THE BENEFIT OF ALL PROPERTY OWNERS IN THE SUBDIVISION."

Section III. Further subdivision of lots shown on the plat to be recorded in the RMC Office of Richland County identified as Plat Prepared for ELTON S. MEETZE, prepared by Larry W. Smith, dated July 11, 1986, shall be prohibited.

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Section IV. These restrictive covenants may not be amended or modified except with the written consent of County Council, by and through its Chairman, and all property owners in the subdivision.

Section V. Any deed conveying any interest in a lot in the subdivision shall conspicuously contain the following language with an appropriate space for a signature by the grantee or grantees acknowledging same:

The real property described in this deed is subject to restrictive covenants recorded in Deed Book _____ at page _____. These restrictive covenants provide, among other things, a financial property to maintain a private easement. These restrictive covenants are specifically acknowledged by the grantee(s).

Grantee(s)

IN WITNESS WHEREOF, the County and the Developer,
by and through its duly-authorized officers, have caused
this instrument to be executed the day and year first above
written.

WITNESS

Kathleen A. Shoener
Deborah L. Robinson

PARTY OF THE FIRST PART
RICHLAND COUNTY COUNCIL

By: [Signature]
Chairman

ATTEST: [Signature]
Clerk of Council

WITNESS

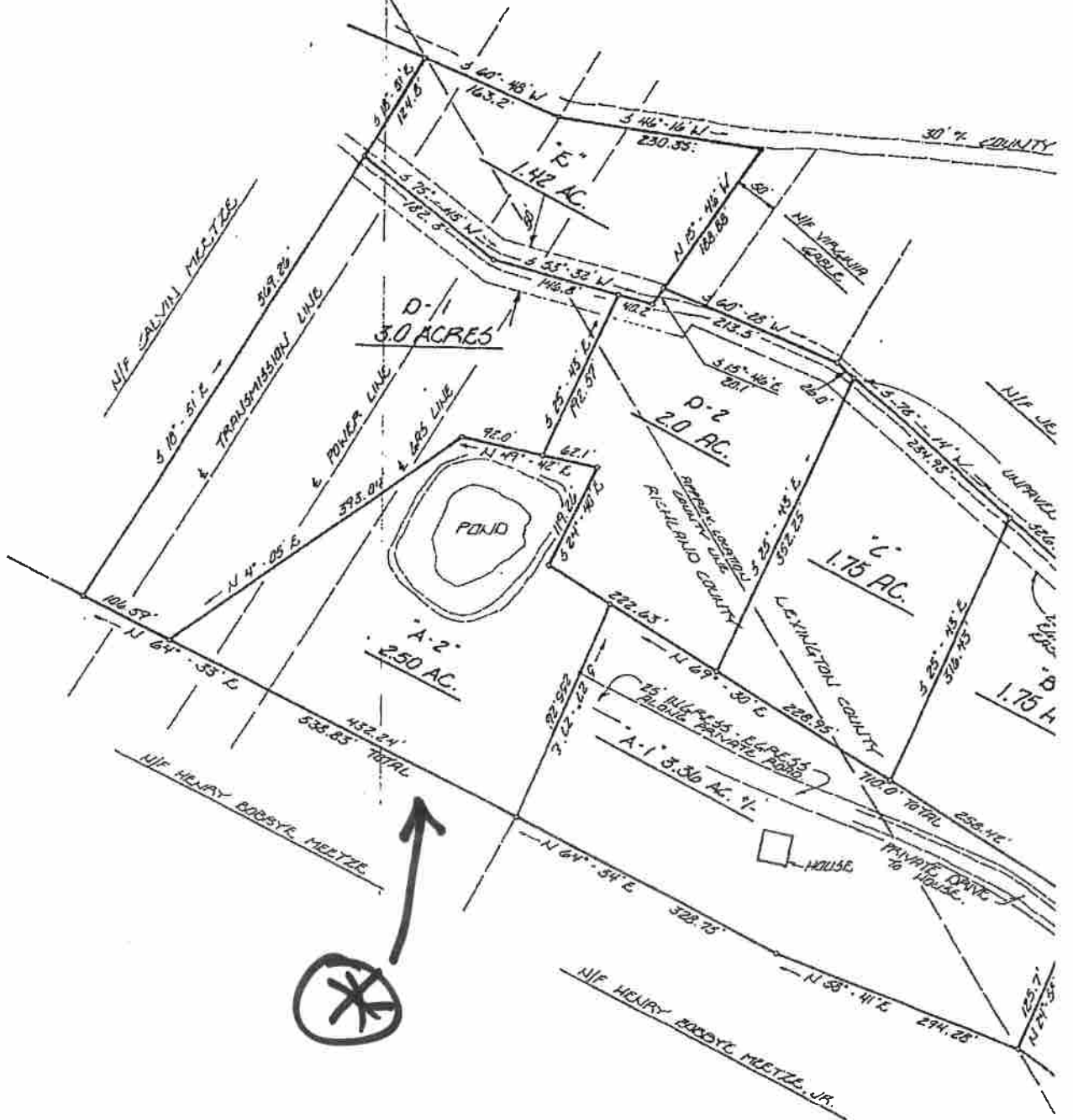
[Signature]
Betty Boucknight

PARTY OF THE SECOND PART

[Signature]
Elton S. Meetze

APPROVED: COUNTY ATTORNEY.
DATE: June 27, 1988
SIGNATURE: [Signature]

52 p 4613



HIGHLAND COUNTY TP.
 ADVISED: AUG. 20, 1988
 AND SHOW C

NOTE: HOUSE AND
 TRAILER FROM A.
 ELTON MEETZE
 DATED. OCT. 28,

ASSOCIATED ENGINEERS AND SURVEYORS, INC.
 118 STATE STREET, WEST COLUMBIA, SOUTH CAROLINA

