



Richland County Council

Regular Session September 20, 2016 - 6:00 PM Council Chambers

Call to Order

- 1** The Honorable Torrey Rush

Invocation

- 2** The Honorable Damon Jeter

Pledge of Allegiance

- 3** The Honorable Damon Jeter

Approval of Minutes

- 4** Special Called Meeting: September 13, 2016 [PAGES 8-17]

Adoption of Agenda

5

Report of the Attorney for Executive Session Items

- 6**
 - a. Employee Grievance
 - b. An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto

Citizen's Input

- 7** For Items on the Agenda Not Requiring a Public Hearing



Richland County Council

Report of the County Administrator

- 8** a. Election Commission Members' Legal Bill(s) Update

Report of the Clerk of Council

- 9** a. Community Development Bus Tour, September 23, 9:00 a.m. - 1:00 p.m.,
Council Chambers

Report of the Chair

- 10** a. Personnel Matter
- b. 2016-2017 Strategic Plan Statement [ACTION] [PAGE 18]

Open/Close Public Hearings

- 11** a. An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto
- b. To approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance

Approval of Consent Items

- 12** 16-21MA
Carolyn B. Narr
GC to RM-HD (.218 Acres)
6840 Satchel Ford Rd.
14209-03-44 [THIRD READING] [PAGES 19-20]
- 13** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Cary Lake Special Tax District"; to define the



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nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [SECOND READING] [PAGES 21-35]

- 14** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Upper Rockyford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [SECOND READING] [PAGES 36-50]
- 15** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Rocky Ford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [SECOND READING] [PAGES 51-65]
- 16** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Beaver Dam Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [SECOND READING] [PAGES 66-80]

Second Reading Items

- 17** An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto [PAGES 81-131]
- 18** To Approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance



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agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance [PAGES 132-149]

- 19** An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto [PAGES 150-153]

Report of Economic Development Committee

- 20** a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Haven Campus Communities - Columbia, LLC, and other related matters [FIRST READING] [PAGES 154-171]
- b. A Resolution Approving the 2016 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [PAGES 172-189]

Report of Rules & Appointments Committee

Notification of Appointments

- 21** Business Service Center Appeals Board – 3 (Two applicants must have a background in business; other applicant must be a CPA) [PAGES 190-191]
- a. Robert Leichtle
- 22** Community Relations Council -3 [PAGES 192-197]
- a. Brenda Peterson

Items for Action from Rules and Appointments

- 23** a. Based on Richland County guideline and grievance procedure I move that after all grievance committee hearings are held within the required timeline that the Administrator update and notify Council at the next available Council meeting. This also include any notices of lawsuits or legal matters. Note: Recently Council was notified of a ruling more than one year later. If there is a timeline for the employee, the chair of the grievance committee and the



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committee then there must be a timeline to notify Council. [JACKSON and MALINOWSKI] [PAGES 198-207]

Report of the Transportation Ad Hoc Committee

- 24**
- a. Supplemental Intergovernmental Agreement: Farrow Road and Pisgah Church Road Intersection Improvement [PAGES 208-217]
 - b. Right-of-Way acquisition: Clemson Road and North Springs Intersection Improvement [PAGE 218]
 - c. Utility undergrounding estimate: Atlas Road Widening [PAGE 219]
 - d. Utility undergrounding estimate: Clemson Road Widening [PAGES 220-222]
 - e. Construction contract award: Sidewalk package S-5, Senate Street [PAGES 223-235]
 - f. Mitigation Bank Credit Sales [PAGE 236]
 - 1. SCDOT: I-20 Widening Project [PAGES 237-246]
 - 2. SCDOT Hardscrabble Road Widening Project [PAGES 247-256]
 - 3. JR Lex II, LLC [PAGES 257-266]

Other Items

- 25** A Resolution opposing and objecting to South Carolina Department of Revenue ("SCDOR") proposed Regulation 117-338 and directing staff to take all appropriate measures to combat the promulgation of the regulation [PAGES 267-268]
- 26** Resolution Designating October 2016 as Community Planning Month in Richland County [PAGES 269-272]

Citizen's Input

- 27** Must Pertain to Items Not on the Agenda

Executive Session



Richland County Council

Motion Period

- 28 a. Motion to rescind the action on the following item from the May 17, 2016 Council meeting: Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits to Haven Campus – Communities – Columbia, LLC, and other related matters” [JACKSON]

Adjournment



Richland County Council



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

SOUTH CAROLINA

SPECIAL CALLED MEETING

September 13, 2016
6:00 PM
4th Floor Conference Room

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

INVOCATION

The Invocation was led by the Honorable Jim Manning

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

APPROVAL OF MINUTES

Special Called Meeting: July 26, 2016 – Ms. Dickerson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: July 26, 2016 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

Special Called Meeting: August 25, 2016 – Ms. Dickerson moved, seconded by Ms. Myers, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Dickerson moved, seconded by Mr. Pearce, to adopt the agenda as published. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

Mr. Smith stated the following item was a potential Executive Session Item:

a. Employee Grievance



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Norman Jackson
Paul Livingston
Bill Malinowski
Jim Manning
Seth Rose
Dalhi Myers

Others Present:

Gerald Seals
Warren Harley
Kimberly Roberts
Kevin Bronson
Brandon Madden
Michelle Onley
Quinton Epps
Beverly Harris
Rob Perry
Daniel Driggers
Larry Smith
Tiffany Harrison
Roxanne Ancheta
Geo Price
Tracy Hegler
Donny Phipps
Dwight Hanna
Chad Fosnight
Ismail Ozbek
Valeria Jackson

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized the Boy Scouts that were in the audience.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that the Mayor of Eastover was in the audience.

**CITIZENS' INPUT
(For Items on the Agenda Not Requiring a Public Hearing)**

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

No report was given.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Council Priority Setting Session, September 15 and 16, Township Auditorium**
– Ms. Onley reminded Council of the Priority Setting Sessions on September 15 and 16.
- b. **REMINDER: 10th Annual Green Business Sustainability Conference, October 6, 9:00 a.m. – 3:30 p.m., Spirit Communication Park** – Ms. Onley reminded Council of the upcoming Annual Green Business Sustainability Conference on October 6th. Council's participation was requested.
- c. **Institute of Government and County Council Coalition, October 19 and 20 Embassy Suites**
– Ms. Onley stated the Institute of Government and County Council Coalition are scheduled for October 19 and 20. Any Council members wishing to register should contact the Clerk of Council's Office.

REPORT OF THE CHAIRMAN

- a. **Personnel Matter**

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2015 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2014 National Electrical Code; and to correctly reflect the 2015 International Residential Code and the 2015 International Building Code in other sections of Chapter 6** – No one signed to speak.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2015 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2014 National Electrical Code; and to correctly reflect the 2015 International Residential Code and the 2015 International Building Code in other sections of Chapter 6 [THIRD READING]**

- **16-21MA, Carolyn B. Narr, GC to RM-HD (.218 Acres), 6840 Satchel Ford Rd., 14209-03-44 [SECOND READING]**

Ms. Dickerson moved, seconded by Mr. Malinowski, to approve the consent items. The vote in favor was unanimous.

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 real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Haven Campus Communities – Columbia, LLC, and other related matters [FIRST READING]** – Mr. Livingston stated the committee recommended deferral of this item until the September 20th Council Meeting. The vote in favor was unanimous.

- b. **An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the “Company”); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto [FIRST READING]** – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

- c. **To approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance [FIRST READING]** – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

- d. **An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated the committee recommended

approval of this item by title only. Additional information will be provided in Executive Session at the September 20th Council meeting.

Mr. Malinowski inquired if this item will be on the consent agenda at the next meeting if it is approval unanimously. The Clerk's Office stated it would not be placed on the consent agenda.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Business Service Center Appeals Board – 3 (Two applicants must have a background in business; other applicant must be a CPA)** – Mr. Malinowski stated this item was held in committee.
- b. Planning Commission –1** – Mr. Malinowski stated this item was held in committee and requested the vacancy be re-advertised. The three (3) applicants' will remain eligible for appointment. The vote in favor was unanimous.
- c. Community Relations Council – 4** – Mr. Malinowski stated the committee recommended appointing Ms. Kaela Harmon. The vote in favor was unanimous.

REPORT OF THE BLUE RIBBON COMMITTEE

- a. Community Development Block Grant – Disaster Recovery (CDBG-DR) Action Plan** – Mr. Rush stated the committee recommended approval of this item and to authorize staff to make minor edits for submission to the Department of Housing and Urban Development.

Mr. Bronson stated HMGP funding can only be used for homes in the Floodplain and/or Special Flood Hazard area. The other housing programs detailed in the report are tied to the CDBG-DR funding; therefore, there is a different criterion associated with that funding.

Ms. Myers suggested more closely aligning the portion allocated to renters so as to not exceed \$11 million calculated.

Ms. Dickerson requested further details regarding the location of the homes on the pie chart.

Mr. Pearce thanked all of the committee members for their participation in this process.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Malinowski, to reconsider this item. The motion failed.

REPORT OF THE DECKER AD HOC COMMITTEE

- a. **Recommendation to move forward with a Moisture Barrier on the concrete slab. Request is for \$177,613** – Mr. Manning stated the committee recommended approval of this item. The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Pearce, to reconsider this item. The motion failed.

- b. **Recommendation to allocate \$136,000 from the project contingency into the construction contingency to account for numerous unforeseen conditions** – Mr. Manning stated the committee recommended approval of this item. The vote in favor was unanimous. The vote in favor was unanimous.

OTHER ITEMS

- a. **To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Cary Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which will be imposes solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING]** – Mr. Pearce moved, seconded by Mr. Livingston moved, to approve this item. The vote in favor was unanimous.
- b. **To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Upper Rockyford Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which will be imposes solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING]** – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

- c. **To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Rocky Ford Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which will be imposes solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING]** – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.
- d. **To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Beaver Dam Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which will be imposes solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [FIRST READING]** – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

**CITIZENS' INPUT
(Must Pertain to Items Not on the Agenda)**

Mr. Richard Johnson spoke regarding demolition of a building he has been remodeling.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 6:32 p.m.
and came out at approximately 6:44 p.m.*

- a. **Employee Grievance** – Mr. Pearce moved, seconded by Mr. Malinowski, to uphold the Administrator’s recommendation. The vote in favor was unanimous.
- b. **Personnel Matter** – No action was taken.

MOTION PERIOD

- a. **I move that Administration provide Council tonight the reason why the \$38,740.15 check request submitted by the Richland County Elections & Voter Registration Election Commission’s Director to be paid from their funds is not being processed. Rationale 1. I have been asking for an answer for a week now and I get a variety different and inconsistent answers. Rationale 2. I requested in writing that the item be placed on the agenda hoping that with everyone in the room together we may get consensus from the Administration as to what the actual reason is; however the powers to be knowingly and purposefully rebuffed that request and instead directed the Clerk’s office to see if I wanted to just get worn down, worn out, too busy or maybe forget; or if I wanted to make a motion like this one [MANNING]** – Mr. Seals stated he informed Council when the request was made to process the check for payment of the legal bill. Council adopted a line item budget

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that is policy. Within the line items expenditures have to be authorized pursuant to the adopted budget. Any expenditure that exceeds or is different than is allowed by the definition of the line item would be tantamount to an amendment of the budget, which the Administrator does not have the authority to amend.

Mr. Seals discussed with Mr. Selph taking the matter before the Attorney General. Mr. Seals also questioned Mr. Selph's authority to enter into a contract for outside legal counsel.

The bottom line here is that staff cannot amend the budget only Council has the right to amend the budget. Mr. Selph was requested to make a formal request to Council or approach the Legislative Delegation and request the funding from them for payment of the judgment.

- b. Move that Council consider providing funding in the amount of \$250,000 for operation and maintenance of conservation, park, and greenway properties under the Conservation Department. This would provide for the acceptance of land donations in sensitive areas as well the development and operation of park lands and greenways. A separate fund will be established to allow for the use of revenues generated from the properties for maintenance [RUSH] – This item was referred to the A&F Committee.**
- c. A group of Richland County Legislators, representing a majority of the Delegation, recently sent a letter to the Chair of the Richland County Recreation Commission (RCRC) demanding that five (5) members of the Commission, including the Chair, voluntarily resign their respective positions based on evidence strongly suggesting malfeasance within the RCRC. I move that: (1) Council pass a Resolution supporting the actions of these legislators, and (2) Council consider continuing the action taken during the FY17 budget to only fund the RCRC at five (5) mils until such time as these selected Commission members resign [PEARCE] – This item was referred to the A&F Committee.**
- d. Pending the answer to Agenda Item 26(a) to allow the Elections and Voter Registration Department to pay the Election Commission Members' Legal Bill(s) from their existing budget if the Directors says he has the money in his budget and his Commission approves of the request for a check to be cut [MANNING] – Mr. Manning moved, seconded by Mr. Pearce, to direct the County Administrator to make the payment of \$38,740.15 to alleviate the court action currently pending in regard to the commission members associated with Elections and Voter Registration Department.**

Mr. Rush requested clarification from Mr. Manning that the funding would come from the Election Commission's funding.

Mr. Livingston requested to know which line item the funding was transferred from to accomplish the payment of the legal fees.

Mr. Manning stated the explanation would also include how the budget will be balanced for the remainder of the year.

Mr. Pearce inquired if this will required three readings and a public hearing.

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Mr. Seals replied in the affirmative.

An in-depth discussion took place regarding the source of the funding (i.e. County funds or other funding sources).

Mr. Malinowski stated in the e-mail thread provided neither the Legislative Delegation nor the Legal Department is included in the correspondence. There is also no explanation given as to why the commissioners were sued.

Mr. Malinowski inquired if the County could recoup the funding if it is found the attorney committed malpractice by not having the commission members removed from the suit in their personal capacity.

Mr. Seals stated is costs approximately \$206,000 for a major election. Mr. Driggers was not able to provide the amount of funding generated from other entities, but the assumption is the funding has already been spent.

The budget was overspent by \$396,000 as of June 30, 2016.

Ms. Myers suggested referring this item to the A&F Committee to allow time to gather all of the information needed to make an educated decision.

Ms. Myers made a substitute motion, seconded by Mr. Rush, to direct the A&F Committee to work the Election Commission to resolve the issue.

Ms. Dickerson expressed her displeasure with Mr. Selph not being present at the meeting to address this matter with Council and with the Legislative Delegation not supporting the commissioners.

Mr. Livingston requested Mr. Selph present to Council a recommendation for the funds and where the funding will come from.

Mr. Rose stated it is apparent State law system is broken. Mr. Manning reiterated Mr. Rose's statement.

Ms. Myers stated she has requested to meet with the Legislative Delegation regarding this matter has been told no.

Mr. Pearce made a second substitute motion, seconded by Mr. Rose, to defer this item until the September 20th Council meeting.

Mr. Rose withdrew his second in order to continue discussion.

Mr. Livingston made a second substitute motion, seconded by Ms. Myers, to move this item to the September 20th Council meeting and to direct the Administrator to contact the Elections Director to garner his recommendation for a funding source.

Mr. Rose inquired why First Reading couldn't be done tonight instead of postponing action until the meeting next week.

<u>FOR</u>	<u>AGAINST</u>
Malinowski	Rose
Pearce	Jackson
Rush	Manning
Livingston	
Dickerson	
Myers	

The vote was in favor.

- e. **Resolution honoring Governor Nikki Haley on receiving the Columbia World Affairs Council's Global Vision Award for helping to expand South Carolina's international horizons [DICKERSON]** – Mr. Pearce moved, seconded by Ms. Dickerson, to adopt the resolution honoring Gov. Nikki Haley. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:41 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

**Richland County Council
Special Called Meeting
Tuesday, September 13, 2016
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Bill Malinowski

Jim Manning

Seth Rose

Dalhi Myers

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Major Initiatives

The County Council has adopted a strategic plan to guide council priorities over the next five years, as of July 1, 2016. This plan includes the following five areas:

1. Managing growth
2. Improving transportation infrastructure
3. Enhancing public safety
4. Promoting economic opportunities
5. Engaging the community

Key outcomes from these five priorities include the following:

- Expanding the availability of water and sewer infrastructure to the Lower Richland community.
- Increase the amount of land set aside for conservation purposes.
- Development of a plan to pave the majority of the County's dirt roads as well as a resurfacing program to ensure the adequacy of all county maintained roads.
- Plan for location and construction/renovation of public safety buildings, including replacement of existing buildings.

Assist in the development of "green" and knowledge-based companies, including those developing fuel-cell technologies.

Richland County Council Request of Action

Subject:

16-21MA

Carolyn B. Narr

GC to RM-HD (.218 Acres)

6840 Satchel Ford Rd.

14209-03-44

FIRST READING: July 26, 2016

SECOND READING: September 13, 2016

THIRD READING: September 20, 2016 {Tentative}

PUBLIC HEARING: July 26, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 14209-03-44 FROM GC (GENERAL COMMERCIAL DISTRICT) TO RM-HD (RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 14209-03-44 from GC (General Commercial) zoning to RM-HD (Residential Multi-family High Density) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: July 28, 2016
First Reading: July 28, 2016
Second Reading: September 13, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Cary Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Cary Lake.” The Petition requested the formation of the Cary Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Cary Lake Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Cary Lake”, which area includes tax map parcels: R16804-05-04; R16804-05-03; R16804-05-02; R16905-02-19; R16905-02-18; R16905-02-12; R16905-02-17; R16905-02-13; R16905-02-15; R16905-02-01; R16906-02-33; R16906-02-14; R16906-02-15; R16906-02-16; R16906-02-17; R16906-02-18; R16906-02-19; R16906-02-20; R16906-02-21; R16906-02-22; R16906-02-23; R16906-02-24; R16906-02-25; R16906-02-31; R16906-02-01; R16907-02-07; R16907-02-08; R16907-02-09; R16907-02-10; R16907-02-05; R16906-02-47; R16906-02-45; R16906-02-43; R16906-02-50; R16906-02-37; R16906-02-12; R16906-02-13; R16905-02-02; R16905-02-03; R16905-02-04; R16905-02-05; R16905-02-16; R16905-02-08; R16905-02-09; R16905-02-10; R16905-02-11; R16905-08-01; R16905-08-19; R16905-08-18; R16905-08-17; R16905-08-20; R16905-08-16; R16808-01-01; and R16808-01-02, to be known as the “Cary Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina,

1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Cary Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Cary Lake Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Cary Lake Homeowners Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;

- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;
- F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;
- G. enter into contracts, agreements or other covenants for the benefit of the District;
- H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;
- I. purchase capital items, including equipment, the Commission considers necessary for services in the District;
- J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;
- K. construct, if necessary, buildings to house the equipment provided for in this section;
- L. issue general obligation bonds by the County up to the amount authorized in the Referendum;
- M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and
- N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal

action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

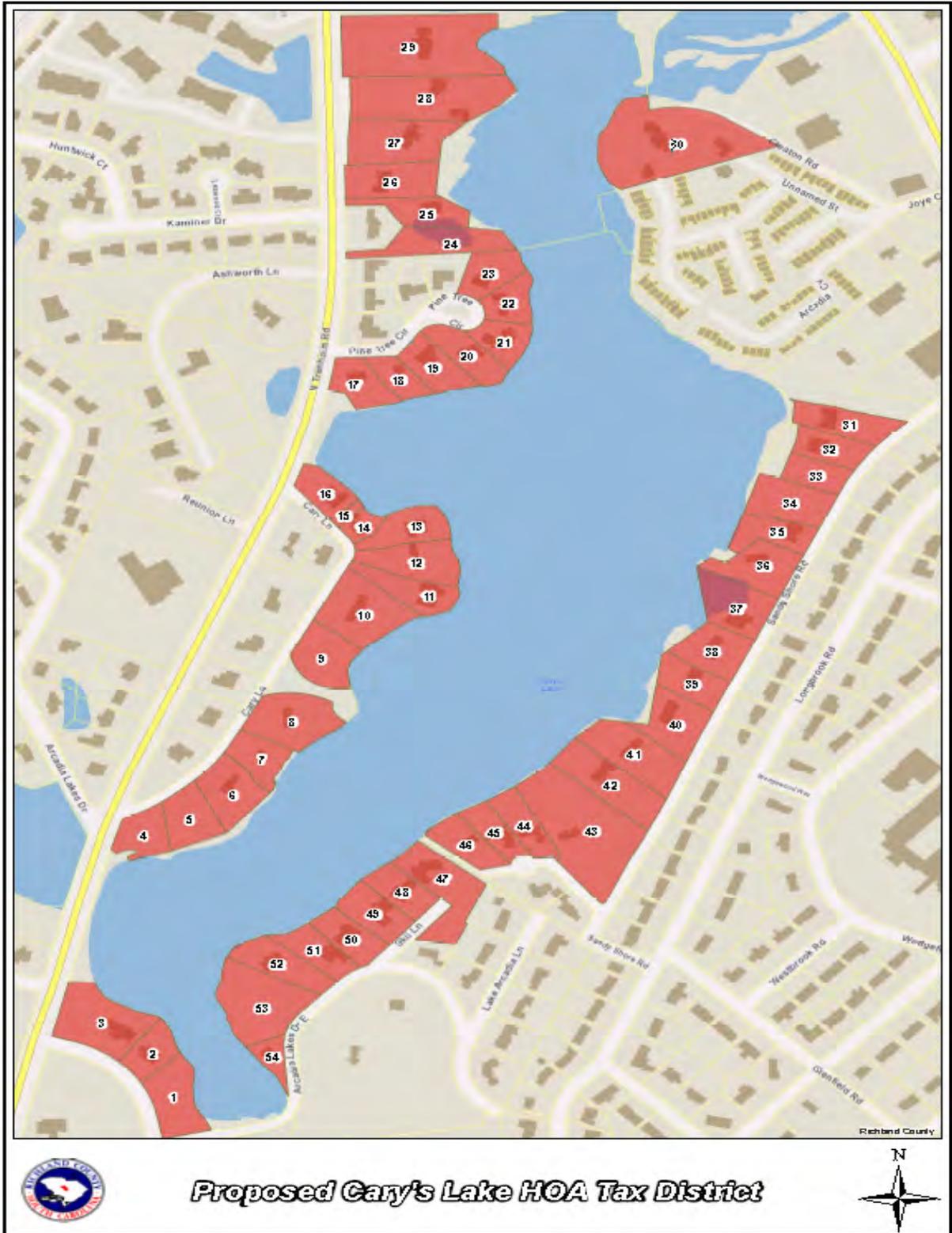
(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A

MAP OF DISTRICT



Proposed Cary's Lake HOA Tax District

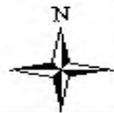


Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE CARY SPECIAL TAX DISTRICT HELD IN RICHLAND COUNTY,
SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Cary Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Cary Lake”, which area includes tax map parcels: R16804-05-04; R16804-05-03; R16804-05-02; R16905-02-19; R16905-02-18; R16905-02-12; R16905-02-17; R16905-02-13; R16905-02-15; R16905-02-01; R16906-02-33; R16906-02-14; R16906-02-15; R16906-02-16; R16906-02-17; R16906-02-18; R16906-02-19; R16906-02-20; R16906-02-21; R16906-02-22; R16906-02-23; R16906-02-24; R16906-02-25; R16906-02-31; R16906-02-01; R16907-02-07; R16907-02-08; R16907-02-09; R16907-02-10; R16907-02-05; R16906-02-47; R16906-02-45; R16906-02-43; R16906-02-50; R16906-02-37; R16906-02-12; R16906-02-13; R16905-02-02; R16905-02-03; R16905-02-04; R16905-02-05; R16905-02-16; R16905-02-08; R16905-02-09; R16905-02-10; R16905-02-11; R16905-08-01; R16905-08-19; R16905-08-18; R16905-08-17; R16905-08-20; R16905-08-16; R16808-01-01; and R16808-01-02, to be known as the “Cary Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district

of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

The Election resulted favorably to the question being submitted therein, there being 58 votes cast in favor of the question and 0 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: Yaneta Simms
Title: Outreach Coor.

Exhibit A

Results of Referendum

SUMMARY REPT-GROUP DETAIL

Richland County
 Cary Lake Referendum
 August 23, 2016

Unofficial Results

Run Date:08/23/16 07:37 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 6)	4	66.67			
REGISTERED VOTERS - TOTAL	96				
BALLOTS CAST - TOTAL	58		7	51	0
VOTER TURNOUT - TOTAL		60.42			
QUESTION					
Vote for 1					
Yes, in favor of the question.	58	100.00	7	51	0
No, opposed to the question	0		0	0	0
Total	58		7	51	0

Richland County Council Request of Action

Subject:

To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Upper Rockyford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Upper Rockyford Lake.” The Petition requested the formation of the Upper Rockyford Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Upper Rockyford Lake Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated April 5, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated April 13, 2016, the Election Commission ordered that a referendum be held on June 21, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on June 21, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Upper Rockyford Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Upper Rockyford Lake Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Upper Rockyford Lake Owner’s Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District

which are reserved by the County, the District shall have perpetual succession;

- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;
- F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;
- G. enter into contracts, agreements or other covenants for the benefit of the District;
- H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;
- I. purchase capital items, including equipment, the Commission considers necessary for services in the District;
- J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;
- K. construct, if necessary, buildings to house the equipment provided for in this section;
- L. issue general obligation bonds by the County up to the amount authorized in the Referendum;
- M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and
- N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016

Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT



Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearing. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT HELD IN
RICHLAND COUNTY, SOUTH CAROLINA ON JUNE 21, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on June 21, 2016 (the “Election”) did result in the approval of the creation of the Upper Rockyford Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in

an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

If you wish to vote yes for this proposition, please check or mark - "Yes, in favor of the question." If you wish to vote no for this proposition, please check or mark - "No, opposed to the question."

The Election resulted favorably to the question being submitted therein, there being 76 votes cast in favor of the question and 6 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

STATE OF SOUTH CAROLINA) CERTIFICATE OF RICHLAND
) COUNTY BOARD OF VOTER
 COUNTY OF RICHLAND) REGISTRATION AND ELECTIONS

I, the undersigned executive director of the Richland County Board of Voter Registration and Elections do hereby declare and certify as follows:

I did duly appoint Managers of Election (the “*Managers of Election*”) for each precinct within the Upper Rockyford Special Tax District (the “*District*”) for a special referendum (the “*Election*”) held on June 21, 2016, at which the following question was submitted to all qualified electors of the District (the “*Question*”), to wit:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

If you wish to vote yes for this proposition, please check or mark - “Yes, in favor of the question.” If you wish to vote no for this proposition, please check or mark - “No, opposed to the question.”

The returns for each precinct in the District have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 79 votes cast in favor of the Question and 6 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 24th day of June, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS



Executive Director

(SEAL)

WITNESS:

By: Jenetta Simmons, MA
Title: Outreach coord.

Exhibit A

Results of Referendum

Richland County Council Request of Action

Subject:

To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Rocky Ford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Rocky Ford Lake”. The Petition requested the formation of the Rocky Ford Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Rocky Ford Lake and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Rocky Ford Lake”, which area includes tax map parcels: R16805-03-05; R16805-03-06; R16805-03-07; R16805-03-01; R16806-04-09; R16806-04-10; R16806-04-11; R16806-04-12; R16806-04-13; R16806-04-02; R16806-04-03; R16806-04-04; R16806-04-05; R16806-04-06; R16806-04-07; R16805-03-02; R16805-03-03; and R16805-03-04, to be known as the “Rocky Ford Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Rocky Ford Lake Dam, improving Rocky Ford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 300 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$3,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Rocky Ford Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Rocky Ford Lake, improving Rocky Ford Lake Dam and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Rocky Ford Lake Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Rocky Ford Lake Company (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Secretary/Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT



Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE ROCKY FORD LAKE SPECIAL TAX DISTRICT HELD IN RICHLAND
COUNTY, SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Rocky Ford Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Rocky Ford Lake”, which area includes tax map parcels: R16805-03-05; R16805-03-06; R16805-03-07; R16805-03-01; R16806-04-09; R16806-04-10; R16806-04-11; R16806-04-12; R16806-04-13; R16806-04-02; R16806-04-03; R16806-04-04; R16806-04-05; R16806-04-06; R16806-04-07; R16805-03-02; R16805-03-03; and R16805-03-04, to be known as the “Rocky Ford Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Rocky Ford Lake Dam, improving Rocky Ford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 300 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$3,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

The Election resulted favorably to the question being submitted therein, there being 27 votes cast in favor of the question and 0 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: Yvonne Simms
Title: Outreach Coord.

Exhibit A

Results of Referendum

Run Date:08/23/16 07:15 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 5)	3	60.00			
REGISTERED VOTERS - TOTAL	38				
BALLOTS CAST - TOTAL	27		5	22	0
VOTER TURNOUT - TOTAL		71.05			
QUESTION					
Vote for 1					
Yes, in favor of the question.	27	100.00	5	22	0
No, opposed to the question	0		0	0	0
Total	27		5	22	0

Richland County Council Request of Action

Subject:

To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Beaver Dam Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Beaver Dam” (a.k.a. Boyd’s Pond 2). The Petition requested the formation of the Beaver Dam Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Beaver Dam Lake and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in

Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Beaver Dam Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Beaver Dam Lake, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Beaver Dam Special Tax District Commission (the “*Commission*”). The Commission shall consist of three members, each of whom shall be a member of the Beaver Dam Lake Homeowners Association, Inc. (the “*HOA*”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to

acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT

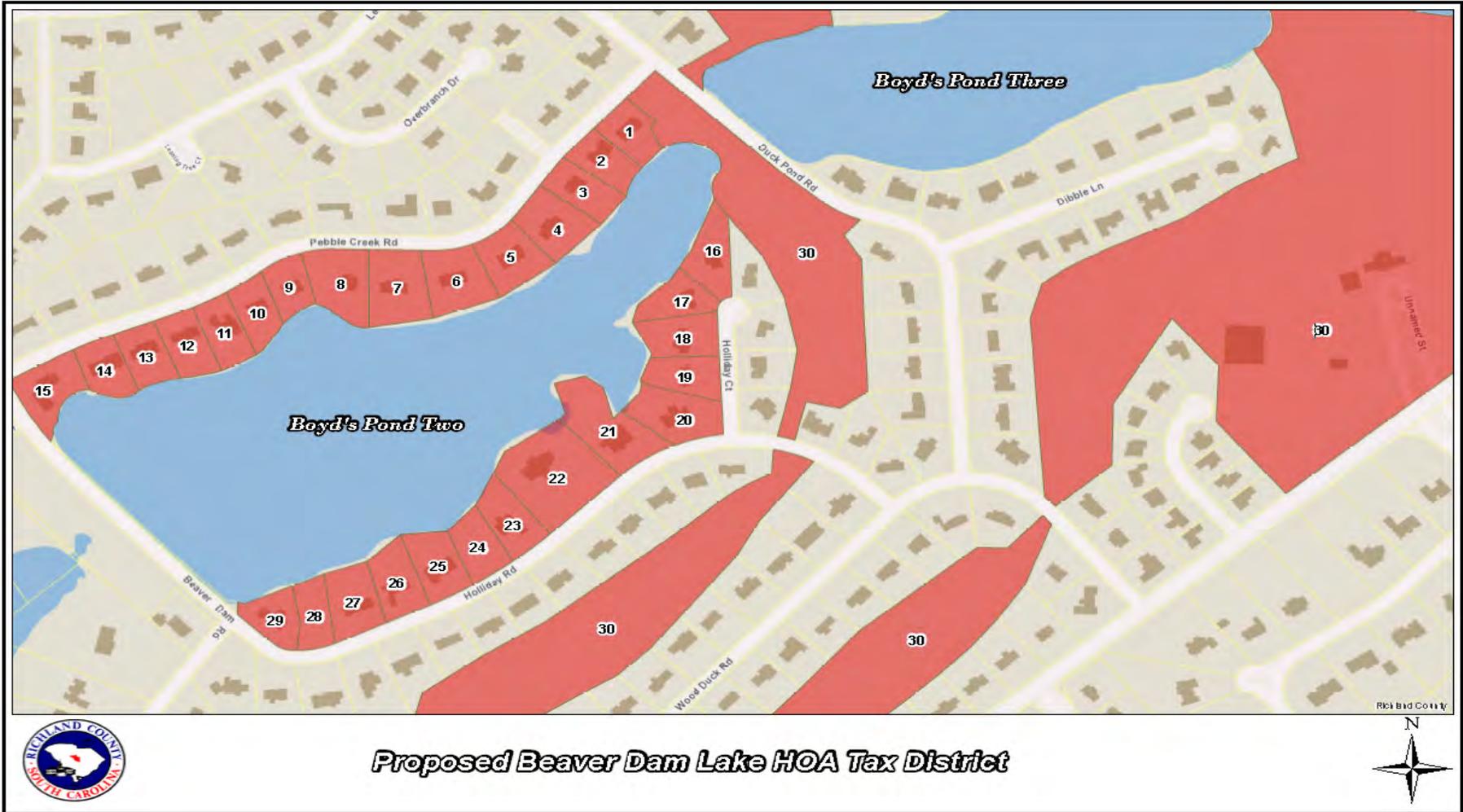


Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE BEAVER DAM SPECIAL TAX DISTRICT HELD IN RICHLAND
COUNTY, SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Beaver Dam Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

The Election resulted favorably to the question being submitted therein, there being 47 votes cast in favor of the question and 2 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) CERTIFICATE OF RICHLAND
) COUNTY BOARD OF VOTER
) REGISTRATION AND ELECTIONS

I, the undersigned executive director of the Richland County Board of Voter Registration and Elections do hereby declare and certify as follows:

I did duly appoint Managers of Election (the “*Managers of Election*”) for each precinct within the Beaver Dam Special Tax District (the “*District*”) for a special referendum (the “*Election*”) held on August 23, 2016, at which the following question was submitted to all qualified electors of the District (the “*Question*”), to wit:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

 Yes, in favor of the question []
 No, opposed to the question []

The returns for each precinct in the District have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 47 votes cast in favor of the Question and 2 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduct of the Election existed, have happened and were performed in due time, form and manner as required

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: 
Title: Outreach Coord

Exhibit A

Results of Referendum

Run Date:08/23/16 07:11 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 5)	5	100.00			
REGISTERED VOTERS - TOTAL	70				
BALLOTS CAST - TOTAL	49		14	35	0
VOTER TURNOUT - TOTAL		70.00			
QUESTION					
Vote for 1					
Yes, in favor of the question.	47	95.92	14	33	0
No, opposed to the question	2	4.08	0	2	0
Total	49		14	35	0

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND CHINA JUSHI USA CORPORATION (PROJECT GIANT) (THE “COMPANY”); THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND THE COMPANY; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, RICHLAND COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to issue special source revenue bonds, or in the alternative, to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate used in the manufacturing or industrial enterprise (collectively, “Infrastructure”); through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce certain investment in the County, the County, by a Memorandum of Understanding dated May 28, 2016 (the “MOU”), identified a company or companies known to the County at that time as Project Giant and now known as China Jushi USA Corporation (collectively, the “Company”), with respect to the Company’s acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing facility in the County (the “Project”) and committed to negotiating a fee in lieu of taxes and other incentive arrangements with the Company; and

WHEREAS, by the provisions of the MOU, the County identified the Project for purposes of satisfying the FILOT Act;

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the “Park”) by entering into a Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of

April 15, 2003, as amended, (the “Park Agreement”), in which the property associated with the Project is located, and the County desires to cause the Project to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the MOU, the County has agreed to enter into: (a) a Fee in Lieu of Tax Agreement with the Company (the “FILOT Agreement”), whereby the County would provide therein for a payment of fees in lieu of taxes by the Company to the County with respect to the Project; and (b) an Infrastructure Finance Agreement with the Company (the “Infrastructure Agreement”, and together with the FILOT Agreement, the “Agreements”) whereby the County would provide therein for certain infrastructure credits in respect of qualifying Infrastructure with respect to the Project to be claimed by the Company against their payments in lieu of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act;

WHEREAS, the forms of the FILOT Agreement and the Infrastructure Agreement, which the County proposes to execute and deliver, have been prepared and presented to County Council; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied to it by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The terms and provisions of the MOU are incorporated herein and made a part hereof;

(c) 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;

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

(e) The purposes to be accomplished by the Project, are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

Section 2. The form, terms and provisions of the Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Agreements were set out in this Ordinance in their entirety. The Chair, or in his absence, the Vice Chair, are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreements in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Agreements to be delivered to the Company. The Agreements are to be in substantially the forms now before this meeting and hereby approved, with such changes not materially adverse to the County as shall be approved by the Chair (or Vice Chair in his absence), upon advice of counsel, the execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of Agreements now before this meeting.

Section 3. The Chair (or Vice Chair in his absence), the Clerk to County Council, the County Administrator, are to take such actions and to execute such other documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 6. This ordinance is effective upon third reading.

[Signature Pages to Follow.]

This Ordinance is effective as of the 4th day of October, 2016

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

Attest:

By: _____
Clerk to Richland County Council

Economic Development Committee: September 6, 2016

First Reading: September 13, 2016

Second Reading and Public Hearing: September 20, 2016

Third Reading: October 4, 2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of _____, 2016, _____, 2016 and _____, 2016, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 2016

FEE IN LIEU OF TAX AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

CHINA JUSHI USA CORPORATION

Dated as of October 5, 2016

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FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) made and entered into as of October 5, 2016 by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and **CHINA JUSHI USA CORPORATION**, a corporation duly organized and existing under the laws of the State of South Carolina (the “Company”).

WITNESSETH:

WHEREAS, Chapter 44 of Title 12 (the “FILOT Act”) and Chapter 1 of Title 4 (the “Multi-County Park Act”), Code of Laws of South Carolina 1976, as amended, empowers the several counties of the State of South Carolina to enter into agreements with industry whereby the industry would pay fees in lieu of *ad valorem* taxes with respect to qualified economic development property; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, the Company desires to provide for the acquisition, construction and installation of land, improvements, fixtures, machinery, equipment, furnishings and/or other real and/or tangible personal property to constitute a manufacturing facility in the County (the “Project”); and

WHEREAS, the Company anticipates the Project will consist of an aggregate investment in the County of approximately \$400,000,000 and the creation of approximately 800 new, full-time jobs in connection therewith, all by December 31, 2024; and

WHEREAS, in accordance with the FILOT Act and the Multi-County Park Act, the County has agreed to execute and deliver this Agreement with the Company in order to provide for payments in lieu of tax with respect to the Project by the Company; and

WHEREAS, in connection with the above, the County and the Company agree that the requirements of Section 12-44-55(A) of the Act are hereby waived; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will include the Project (or ensure that the Project will remain included (if already included)) in a joint county industrial and business park established pursuant to written agreement with Fairfield County, South Carolina such that the Project will receive the benefits of the Multi-County Park Act;

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“**Additional Payments**” shall have the meaning provided in **Section 4.02** hereof.

“**Agreement**” shall mean this agreement as originally executed and from time to time supplemented or amended as permitted herein.

“**Code**” shall mean the Code of Laws of South Carolina 1976, as amended.

“**Company**” shall mean CHINA JUSHI USA CORPORATION a South Carolina corporation and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted in **Section 7.03** hereof; or any other person or entity which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof.

“**County**” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“**County Assessor**” shall mean the Richland County Assessor, or the holder of any successor position.

“**County Auditor**” shall mean the Richland County Auditor, or the holder of any successor position.

“**County Council**” shall mean the governing body of the County and its constituent members and their respective successors, or any successor body.

“**County Treasurer**” shall mean the Richland County Treasurer, or the holder of any successor position.

“**Default**” shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in **Section 9.01** hereof.

“**Department**” shall mean the South Carolina Department of Revenue, or any successor agency.

“Economic Development Property” shall have the meaning set forth in Section 12-44-30(6) of the FILOT Act.

“Equipment” shall mean all machinery, equipment, furnishings and other personal property which is installed or utilized by the Company on or in connection with the Land and intended to be included as a part of the Project.

“FILOT Act” shall mean Chapter 44 of Title 12 of the Code, and all future acts amendatory thereof.

“FILOT Payments” shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to **Section 5.02** hereof.

“Improvements” shall mean those buildings, structures and fixtures on the Land as are constructed, installed or acquired by the Company and intended to be included as a part of the Project.

“Indemnified Party” shall have the meaning ascribed to it by **Section 7.04** of this Agreement.

“Independent Counsel” shall mean an attorney duly admitted to practice law in any state of the United States.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending December 31, 2024, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean real property that the Company uses or will use in the County, initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Multi-County Park” shall mean the joint county industrial and business park established pursuant to the terms of the Multi-County Park Agreement, or to any joint county industrial and business park established pursuant to a successor park agreement.

“Multi-County Park Act” shall mean Chapter 1 of Title 4 of the Code, and all future acts amendatory thereof.

“Multi-County Park Agreement” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended to include the Land.

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

“Project” shall mean (i) the Land and improvements thereto, (ii) the Improvements, (iii) the Equipment, (iv) the Replacement Property, (v) any other personal property to the extent acquired hereafter and intended to be included as a part of the Project which becomes so attached, integrated or affixed to any item described in the foregoing clauses that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item, and (vi) to the extent not covered by the foregoing, anything qualifying as a Project under Section 12-44-30(16) of the Act.

“Project Increment Payment” shall be the payment described in **Section 5.02(b)** hereof.

“Project Increments” shall mean those increments of the Project which are completed and fit for their intended use as prescribed by Section 12-37-670 of the Code.

“Project Millage Rate” shall mean, for purposes of **Section 5.02(b)** hereof, the millage rate in effect for all taxing entities at the site of the Project as of June 30, 2015, which is understood by the parties hereto to be 453.1 mills.

“Replacement Property” shall mean all property installed on the Land or in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the FILOT Act permits such property to be included in the Project as replacement property.

“Sponsor” and **“Sponsor Affiliate”** shall mean an entity whose investment with respect to the Project will qualify for the negotiated FILOT pursuant to **Sections 2.02(h)** and **8.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor, and there are no Sponsor Affiliates.

“State” shall mean the State of South Carolina.

“Term” shall mean the duration of this Agreement as set forth in **Section 4.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Section 1.02 References to Agreement.

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the County.

The County Council makes the following representations and covenants, on behalf of itself and on behalf of the County, as the basis for the undertakings of the County herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the FILOT Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. As represented by the Company, the Project constitutes and will constitute Economic Development Property and a “project” within the meaning of the FILOT Act. The County has been duly authorized to execute and deliver this Agreement, all for the purpose of promoting the industrial development, developing the trade, and utilizing and employing the manpower, agricultural products and natural resources of the State.

(b) To the best of its knowledge, the County is not in default under any of the provisions of the laws of the State whereby any such default would adversely affect the execution and delivery of this Agreement or adversely affect its validity or enforceability; to the best of its knowledge, the authorization, execution and delivery of this Agreement, and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs.

(c) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal which challenge or affect the County’s ability to execute this Agreement or perform its obligations hereunder.

(d) The representations with respect to the Project made by the Company have been instrumental in inducing the County to enter into this Agreement and the Infrastructure Agreement and offer the incentives included in each.

(e) The Land has been placed in the Multi-County Park, and the County will cause the Project to continue to be located in the Multi-County Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Multi-County Park Act, and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended.

Section 2.02 Representations and Covenants by the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation, validly existing and in good standing, under the laws of the State of South Carolina. The Company has power to enter into this Agreement, and by proper action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement constitutes a valid and binding commitment of the Company and the authorization, execution and delivery of this Agreement and the performance by the Company of its obligations hereunder will not conflict with or constitute a breach of, or a default under, (i) any existing law, court or administrative regulation, decree, or order, or (ii) any material agreement, mortgage, lease or other instrument, to which the Company is subject or by which it or its properties are bound which would have a material adverse affect on Company's ability to perform its obligations hereunder. The Company has obtained, or will obtain or cause to be obtained in due course, all governmental and third party consents, licenses and permits deemed by Company to be necessary or desirable for the acquisition, construction and operation of the Project as contemplated hereby, and will maintain all such consents, permits and licenses in full force and effect.

(c) No event has occurred and no condition currently exists with respect to the Company which would constitute a Default or an "Event of Default" as defined herein.

(d) The Company intends to operate the Project as a manufacturing facility in the County and for such other purposes permitted under the Act as the Company may deem appropriate. The Project will constitute Economic Development Property and a "project" within the meaning of the FILOT Act.

(e) The execution and delivery of this Agreement by the County has been instrumental in inducing the Company to locate the Project in the County and in the State.

(f) To the best of the Company's knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which involve the possibility of any material and adverse effect upon the transactions contemplated by this Agreement or the Company's performance of its obligations hereunder or which would materially adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

(g) The Company anticipates that it will invest, or cause to be invested, in the aggregate approximately \$400,000,000 in the Project and create, or cause to be created, in the aggregate approximately 800 new, full-time jobs in respect of the Project, all by the end of the Investment Period.

[End of Article II]

ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) The Company hereby agrees to acquire the Project by installing, constructing and purchasing the same during the Investment Period.

(b) The County acknowledges and agrees that the Company may, at its option, cause all or a part of the Project to be constructed and/or acquired by a third party in a build to suit arrangement, and/or by one or more Equipment lessors (the "Third Parties"). In addition, the Company may include one or more Sponsor Affiliates, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company, consistent with Section 8.02 hereof. The investment requirements shall apply to the Company, the Sponsor Affiliates on an aggregate basis, and all expenditures by a Third Party which are reportable by such Third Party on its South Carolina property tax return with respect to the Project shall count towards the investment requirements applicable to the Company, but in no event shall a Third Party receive the benefits of this Agreement or the Infrastructure Finance Agreement unless such Third Party joins as a Sponsor Affiliate in accordance with Section 8.02 hereof.

(c) Each year during the term of the Agreement, the Company shall deliver to the County Auditor, County Assessor and County Treasurer a copy of its most recent annual filings made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(d) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor, the County Treasurer and the Department, as well as with the Fairfield County Auditor and Assessor, within thirty (30) days after the date of execution and delivery hereof.

Section 3.02 Records and Reports, Non-Disclosure.

The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall:

(a) permit ready identification of the various Project Increments and components thereof;

(b) confirm the dates on which each Project Increment was placed in service; and

(c) include copies of all filings made by the Company with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, the Company may designate any filings or reports, or segments thereof, delivered to the County pursuant to the provisions of this

Agreement that the Company believes contain proprietary, confidential or trade secret matters as confidential. Except as required by law or any court of competent jurisdiction, the County Council, the County, its officers and employees shall not knowingly disclose any such designated and clearly marked (as “confidential”) confidential information, without the prior written authorization of the Company. In connection therewith, the County, at the reasonable request of the Company, shall cause its agents to sign a non-disclosure statement substantially in the form shown on Exhibit B attached hereto.

The County shall use its best efforts to notify the Company in the event of the County’s receipt of any Freedom of Information Act request concerning the aforesaid confidential information and, to the extent permitted by law, will not respond to such request until such time as the Company has reviewed the request and taken any action authorized by law to prevent its disclosure. If the Company fails to act to prevent any disclosure of such information under the South Carolina Freedom of Information Act within ten (10) days after Company’s receipt of notice of such request, the County may provide such information as in its judgment is required to comply with such law and the County will have no liability to the Company in connection therewith.

[End of Article III]

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

Subject to the terms and provisions herein contained, with respect to each Project Increment, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the first year in which each Project Increment is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payment of all FILOT Payments under **Section 5.02** hereof relating to the operation of the Project during the Term have not been made, the Term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of the Term shall not increase the number of FILOT payments for which the Company qualifies under **Section 5.02** hereof.

Section 4.02 Additional Payments.

In addition to the Company's obligation under **Section 5.02** hereof to make FILOT Payments to the County and related amounts, the Company shall pay to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which the Company assumes or agrees to pay under this Agreement (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of the Company to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

Each party shall be required to pay its own respective costs and expenses associated with the negotiation and implementation of this Agreement and all other agreements and documents associated therewith.

[End of Article IV]

MODIFICATION OF PROJECT; PAYMENTS IN LIEU OF TAXES

Section 5.01 Modification of Project.

The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may replace or renovate any portion of the Project and, in connection therewith, to the extent permitted by the FILOT Act, install Replacement Property in the Project subject to Section 12-44-60 of the FILOT Act. If the Company elects to install Replacement Property, then the calculation of FILOT payments on the Replacement Property shall be made in accordance with **Section 5.02(b)** below but using the original income tax basis of the Economic Development Property which the Replacement Property is replacing. To the extent that the income tax basis of the Replacement Property exceeds the fair market value of the Economic Development Property which it is replacing, the portion of such Replacement Property allocable to the excess amount is subject to *ad valorem* taxation.

(ii) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled in its discretion from time to time to delete or remove any portions of the Project, or to add any (non-Project) property as may be used in conjunction with the Project or otherwise. In any instance where the Company in its discretion determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations at the Project, the Company may remove such items of Equipment and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without the consent of the County.

Notwithstanding anything herein to the contrary, and subject in all events to the terms and provisions of **Section 5.02** hereof, the FILOT Payments required under **Section 5.02** hereof shall, to the extent permitted by law, be reduced at such time to the extent that such payments are attributable to any of the Equipment, Improvements or Replacement Property which is removed or otherwise deleted from the Project and the Company shall not be required to repay any portion of the tax benefit received prior to such event.

Section 5.02 Payments in Lieu of Taxes.

(a) In accordance with the provisions of Section 12-44-50 of the FILOT Act, during the Term of this Agreement the Company shall make with respect to the Project annual FILOT Payments in the amounts set forth in this Section at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or the Department for *ad valorem* taxes. Such annual FILOT Payments shall be made on or before each January 15 of each year during the term of this Agreement, commencing with the January 15th of the second (2nd) year following the first year in which any component of the Project is first placed in service. Subject to the provisions of the Act, each annual FILOT Payment shall be equal to the Project Increment Payment with respect to each Project Increment, including, subject to the provisions of the Act,

Replacement Property for the Project originally included in such Project Increment, calculated as set forth in **Section 5.02(b)** hereof, for each of thirty (30) consecutive years (except to the extent that any portion of such Project Increment ceases to qualify for a negotiated fee in lieu of taxes under the Act) commencing with the year following the year in which the respective Project Increments are placed in service.

(b) Each Project Increment Payment shall be in an amount not less than the *ad valorem* taxes that would be due with respect to the applicable Project Increment if the same were taxable, but, subject to the provisions of Section 12-44-110 of the Act, using the following formula: each such Project Increment Payment shall be in an amount equal to the product which would result from multiplying the Project Millage Rate by an assessment ratio of four percent (4.0%) of the fair market value of the portion of the Project included within such Project Increment. Such fair market value shall be that determined by the Department on the basis provided in Section 12-44-50(A) of the FILOT Act, and shall, subject to the provisions of the Act, include all Replacement Property and deductions for depreciation or diminution in value allowed by the Act or by the tax laws generally, and shall be subject to any reductions provided herein under **Sections 5.01** and **6.01** hereof, and include all applicable *ad valorem* tax exemptions except the exemption allowed pursuant to Section 3(g) of Article X of the South Carolina Constitution and the exemptions allowed pursuant to Section 12-37-220(B) (32) and (34) of the Code. Notwithstanding the foregoing, the fair market value established for real property comprising the Project shall remain fixed for the Term.

(c) In the event that the FILOT Act and/or the above-described payments in lieu of taxes or any portion thereof, are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed (including without limitation, to the extent permitted by law, through the provision by the County of infrastructure credits to the Company pursuant to Section 4-1-175 and/or Section 12-44-70 of the FILOT Act) so as to afford the Company the maximum benefit then permitted by law, but in no event greater than the benefit conferred by this Agreement without the express written consent of the County Council. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Project affected by such circumstances *ad valorem* taxes and that, in such event, the Company shall be entitled, to the extent permitted by law, (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* taxes hereunder.

(d) Subject to the provision of 2.02(g) hereof, if by the end of the Investment Period, the Company has not (i) invested or caused to be invested \$400 million in the Project (“Minimum Investment”) and (ii) created at least 800 new, full-time jobs at the Project (“Minimum Jobs”), then the Company may be required to reimburse the County for a percentage of the Land Value based on the formula below. (For purposes of this Section, the value of the Land is set at \$25,000 per acre for a total value, based on a total of approximately 197 acres, of \$4,925,000 (“Land Value”).)

Actual Investment

Investment Achievement

$$\begin{aligned}
& \$400 \text{ Million} \times 100 = \text{Percentage} \\
& \frac{\text{Actual Job Creation}}{800 \text{ Jobs}} \times 100 = \text{Job Achievement Percentage} \\
& \frac{(\text{Investment Achievement Percentage}) + (\text{Job Achievement Percentage})}{2} = \text{Overall Achievement Percentage} \\
& 100\% - (\text{Overall Achievement Percentage}) = \text{Reimbursement Factor}
\end{aligned}$$

For example:

$$\begin{aligned}
& \frac{\$288 \text{ Million Actual Investment}}{\$400 \text{ Million}} \times 100 = 72\% \\
& \frac{835 \text{ Actual Job Creation}}{800 \text{ Jobs}} \times 100 = 104\% \\
& \frac{72 + 104}{2} = 88\% \\
& 100\% - 88\% = 12\% \text{ (Reimbursement Factor)} \\
& \$4,925,000 \text{ (Land Value)} \times 12\% = \$591,000 \text{ Reimbursement Payment}
\end{aligned}$$

The parties acknowledge that there may be personnel located at the Project who will not be direct employees of the Company. This personnel may include full-time employees of suppliers or employees of various companies providing services to the Project (e.g., security personnel, maintenance personnel) (collectively “Badge Personnel”). The Badge Personnel shall be deemed Company employees and shall count towards any minimum job requirements for purposes of this Agreement; provided, however, that for such counting purposes, Badge Personnel shall not exceed 12% of the total number of employees.

(e) Up to \$20 million of the Company’s investment in the Project can be comprised of property tax-exempt pollution control equipment for purposes of the reimbursement formula set forth in this subsection. If and to the extent that the Company invests more than \$20 million in such property tax-exempt pollution control equipment, such additional investment shall not be counted as part of the Company’s investment for purposes of such reimbursement formula.

(f) The Company shall make any reimbursement payment to become owing under this subsection to the County at the time the Company makes its FILOT payment to the County for the 2025 property tax year.

(g) If the Company fails to invest or cause to be invested at least \$250,000,000 and to create at least 250 new jobs at the Project by the end of the Investment Period, then 1) the

Company shall be required to pay to the County an amount equal to the Land Value, and 2) the applicable assessment ratio shall be increased from 4% to 6%.

(h) In the event the Company invests less than \$2,500,000 in the Project in the aggregate during the Investment Period, this Agreement terminates and the Project is immediately subject to *ad valorem* tax both prospectively and retroactively to the first year which FILOT Payments were to have been made with respect to the Project. The Company shall make payment to the County, within ninety (90) days after the termination pursuant to this Section, of the difference between (i) the FILOT Payments actually made and (ii) the total retroactive amount of *ad valorem* tax which would have been due by the Company with respect to the Project, but allowing for appropriate exemptions and abatements to which the Company would have been entitled if the Project were not economic development property, plus interest in the manner as provided in Section 12-54-25 of the Code, or any successor provision.

[End of Article V]

CASUALTY; CONDEMNATION

Section 6.01 FILOT Payments in the Event of Damage and Destruction or Condemnation.

In the event that the Project is damaged or destroyed or the subject of condemnation proceedings, which damage, destruction and/or condemnation would substantially impair the operating ability of the Project, the parties hereto agree that the FILOT Payments required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes, subject in all events to the provisions of **Section 5.02** hereof.

[End of Article VI]

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Rights to Inspect.

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. Prior to the exercise of any right to inspect the Project or the above-referenced records of the Project, the County, at the request of the Company, shall cause its agents to sign a nondisclosure statement substantially in the form shown on Exhibit B attached hereto. In no way shall this requirement of a nondisclosure statement be deemed to apply to or restrict the rights of the United States Government and the State or its political subdivisions in the legitimate exercise of their respective sovereign duties and powers.

Section 7.02 Limitation of County's Liability.

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 7.03 Mergers, Reorganizations and Equity Transfers.

The Company acknowledges that any mergers, reorganizations or consolidations of the Company may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Agreement to the contrary, it is not intended in this Agreement that the County shall impose transfer restrictions with respect to the Company or the Project as are any more restrictive than the Transfer Provisions.

The County recognizes and agrees that the Company may, at its sole discretion, choose not to proceed with the Project or, at any time, reduce or cease Operations and vacate the Facility and the Land, and the County hereby waive any legal claims or actions they may have against the Company based on same, except as set forth in Section 5.02 herein. The Company and County intend that this Agreement shall be assignable by the Company consistent with Article 8 of this Agreement, and that such consent not to be unreasonably withheld by the County.

Section 7.04 Indemnification.

(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 or the Infrastructure Agreement, performance of the County’s obligations under this Agreement or the Infrastructure Agreement, the administration of its duties pursuant to this Agreement or the Infrastructure Agreement, or otherwise by virtue of the County having entered into this Agreement or the Infrastructure Agreement.

(b) The Company shall further 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 7.05 Qualification in State.

The Company warrants that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 7.06 No Liability of County's Personnel.

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any 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 shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 7.07 Other Tax Matters.

Subject to the limitations expressly set forth in **Section 5.02(b)** hereof, the Company shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax provisions allowable by applicable federal or State law with respect to the Project, to the extent allowed or otherwise not prohibited by the FILOT Act.

Section 7.08 Multi-County Park.

In the event for any reason that the Multi-County Park Agreement shall be terminated prior to the Original Termination Date, the County agrees that it will, pursuant to the Multi-County Park Act, and to the extent permitted by law, use its best efforts to cause the Project to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county pursuant to the Multi-County Park Act, which successor agreement shall contain a termination date occurring no earlier than the termination date of this Agreement.

[End of Article VII]

**ASSIGNMENT OF THIS AGREEMENT;
SPONSORS AND SPONSOR AFFILIATES**

Section 8.01 Assignment.

The Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be, in compliance with the Transfer Provisions, including the requirement that any such assignment or lease shall be subject to the written consent of the County. In these regards, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed. The County hereby consents to any transfers by the Company to any affiliate of the Company at any time. For such purposes, “affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Company. Further, the County agrees that, to the extent permitted by Section 12-44-120(B) of the Act, or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of requiring consent to the same on the part of the County.

Section 8.02 Sponsors and Sponsor Affiliates.

The Company may designate from time to time additional Sponsors or any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement, and who shall be direct affiliates of the Company or other persons described in **Section 8.01** hereof. All additional Sponsors or any Sponsor Affiliates must otherwise meet the requirements of said Section 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act and be approved by a resolution of the County Council. To the extent permitted by the FILOT Act (and specifically Section 12-44-130 thereof), the investment by such additional Sponsor or any Sponsor Affiliate shall qualify for the FILOT Payments payable under **Section 5.02** hereof (subject to the other conditions set forth therein). The Company shall provide the County and the Department with written notice of any additional Sponsor or Sponsor Affiliate designated pursuant to this **Section 8.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article VIII]

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the material terms of this Agreement, including payment, other than those referred to in the foregoing paragraph (a), and such default shall (i) continue for ninety (90) days after the County shall have given the Company written notice of such default, or (ii) in the case of any such default which can be cured but which cannot with due diligence be cured within such 90-day period, if the Company shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within ninety (90) days that the time of the Company within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(c) if any material representation or warranty made by the Company herein or any statement, certificate or indemnification furnished or delivered by the Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or knowingly violated or breached, as the case may be.

Notwithstanding anything in this Agreement to the contrary, a failure by the Company to invest any dollar amount in the Project or to create any specified number of jobs in respect thereto, as the same may be recited herein, shall not in itself constitute an Event of Default under this Agreement.

Section 9.02 Remedies on Event of Default.

Upon the occurrence of any Event of Default, the County may: (i) terminate this Agreement by provision of thirty (30) days’ notice to the Company in writing specifying the termination date; (ii) upon providing, at the Company’s request, but subject in all events to the necessary exercise by the County of its sovereign duties and powers, a signed nondisclosure statement substantially in the form attached as Exhibit B hereto, have access to and inspect, examine and make copies of, the books, records and accounts of the Company pertaining to the Project; or (iii) take whatever action at law or in equity as may appear necessary or desirable to collect any FILOT Payments and Additional Payments then due or to enforce observance or performance of any covenant condition or agreement of the Company under this Agreement, including without limitation enforcement of a statutory lien on the Project for any non-payment of FILOT Payments hereunder.

Section 9.03 Collection of FILOT Payments.

In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including, without limitation, Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

[End of Article IX]

MISCELLANEOUS

Section 10.01 Termination.

(a) At any time prior to the stated expiration of the Term of this Agreement- the Company may, by written notice to the County, terminate this Agreement, in whole or in part, effective immediately on giving such notice or on such date as may be specified in the notice; provided that such termination shall not be effective until such time as the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time, including without limitation pursuant to Sections 5.02(d) and (g) hereof. Upon termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the Company shall no longer be entitled to the benefit of the fee in lieu of payments provided herein and the property constituting the Project with respect to which this Agreement has been terminated, shall thereafter be subject to the *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

(b) If, at the time the Company delivers written notice to the County, the Company has not achieved the Minimum Investment or Minimum Jobs at the Project, then the provisions of **Section 5.02(d)** govern.

Section 10.02 Rights and Remedies Cumulative.

Each right, power and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

Section 10.03 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.04 Notices; Demands; Requests.

All notices, demands and requests to be given or made hereunder to or by the County or the Company, shall be in writing, and shall be deemed to be properly given or made if sent by United States certified first class mail, return receipt requested, postage prepaid and addressed as follows or at such other places as may be designated in writing by such party.

(a) As to the County:

Richland County
Attn: Director, Economic Development
Administration Building
2020 Hampton Street, Room 4058
Columbia, South Carolina 29202

with a copy to (which shall not constitute notice to the County):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

(b) As to the Company:

CHINA JUSHI USA CORPORATION

with a copy to (which shall not constitute notice to the Company):

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

Section 10.05 Applicable Law; Entire Understanding.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be 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 hereof.

Section 10.06 Severability.

In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provisions shall be reformed to provide as near as practicable the legal effect intended by the parties hereto, and the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07 Headings and Table of Contents; References.

The headings of this Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

Section 10.08 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09 Amendments.

This Agreement may be amended only by a writing signed by all of the parties.

Section 10.10 Waiver.

Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11 Business Day.

In the event that any action, payment or notice is, by the terms of this Agreement, required to be taken, made or given on any day which is a Saturday, Sunday or a legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment or notice may be taken, made or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article X]

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Agreement by causing its name to be hereunto ascribed by the Chairman of County Council and to be attested to by the Clerk of its County Council, and CHINA JUSHI USA CORPORATION have executed this Agreement by their authorized officer(s), all being done as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

ATTEST:

By: _____

Clerk to Richland County Council

[Signature Page 1 – Fee in Lieu of Tax Agreement]

CHINA JUSHI USA CORPORATION

(SEAL)

By: _____

Name: _____

Title: _____

[Signature Page 2 – Fee in Lieu of Tax Agreement]

EXHIBIT A

[Description of Land]

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book 1543, page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

EXHIBIT B

FORM OF NON-DISCLOSURE STATEMENT

I, _____, _____ of Richland County, South Carolina, acknowledge and understand that _____ (collectively, "Company") utilizes confidential and proprietary "state-of-the-art" processes and techniques and that any disclosure of any information relating to such processes and techniques could result in substantial harm to Company and could thereby have a significant detrimental impact on Company and their employees. Consequently, to the extent permitted by law, I agree to keep confidential the nature, description and type of the machinery, equipment, processes and techniques, as well as financial statements of the Company, which I observe. I agree that I shall not disclose the nature, description or type of such machinery, equipment, processes or techniques, or the information contained in such financial statements of the Company, to any person or entity other than in accordance with the terms of the Fee in Lieu of Tax Agreement between Company and Richland County, South Carolina, dated as of _____, _____, or as may be required by the laws of the State of South Carolina including, but not limited to, the South Carolina Freedom of Information Act.

By: _____

Date: _____

INFRASTRUCTURE FINANCE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

CHINA JUSHI USA CORPORATION

Dated as of October 5, 2016

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of October 5, 2016 (the “Agreement”), between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **CHINA JUSHI USA CORPORATION** a corporation organized and existing under the laws of the State of South Carolina (the “Company”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company intends to establish a manufacturing facility in the County (the “Project”) on the land described in Exhibit A hereto (the “Land”); and

WHEREAS, the Company has represented that its intends to invest approximately \$400,000,000 and create at least 800 new, full-time, jobs with respect to the Project, all by December 31, 2024 (the “Investment Period”); and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the “Park”) by entering into a Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended to include the Land (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and have designated the Land as being included within the Park, and the County desires to cause the Project to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and the Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, in connection with the Project, the County and the Company has entered into a Fee in Lieu of Tax Agreement of even date herewith providing for certain payments in lieu of taxes by the Company, as provided therein; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company's investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on October 4, 2016, following conducting a public hearing on September 20, 2016;

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*. Terms used but not defined herein shall have the meaning given those terms in the Fee Agreement.

"*Act*" shall mean Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereto.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Company*" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"*Cost of the Infrastructure*" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“*County*” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*Fee Agreement*” shall mean the Fee in Lieu of Tax Agreement dated as of even date herewith between the County and the Company, as the same may be amended or supplemented.

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project under the Fee Agreement and/or by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Act or any successor provision.

“*FILOT Act*” shall mean Title 12, Section 44, of the Code.

“*Infrastructure*” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended.

“*Infrastructure Credits*” shall mean the Special Source Revenue Credits pursuant to the Act and as set forth herein.

“*Investment Period*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Investment Requirement*” shall mean the aggregate investment of \$400,000,000 at the Project, which may include expenditures by Third Parties, as permitted by Section 3.01(b) of the Fee Agreement.

“*Jobs Requirement*” shall mean the aggregate creation of 800 new, full-time jobs in connection with the Project, which may include certain Badge Personnel, as permitted in Section 5.02(g) of the Fee Agreement.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Ordinance*” shall mean the ordinance enacted by the County Council on October 4, 2016, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended to include the Land.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall mean the “Project” as defined in the Fee Agreement.

“*State*” shall mean the State of South Carolina.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to offset a portion of the Cost of the Infrastructure to the Company for the purpose of promoting economic development of the County.

(c) To the best knowledge of the County, the County is not in violation of any of the provisions of the laws of the State, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County, is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to meet the Investment Requirement and the Jobs Requirement during the Investment Period.

(e) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of any early termination of the Park Agreement prior to the date necessary to afford the Company the full benefit of the Infrastructure Credits hereunder (the "Final Benefits Date"), the County agrees it will use its best efforts to cause the Project, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the Final Benefits Date.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however,

that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the initial Fee Payment payable by the Company with respect to the Project after the Project is first placed in service, unless otherwise delayed pursuant to the terms of this section, the County shall provide Infrastructure Credits comprised of (i) a 63% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the first (1st) and second (2nd) year of the Fee Agreement, and (ii) a 53% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the third (3rd), fourth (4th), and fifth (5th) year of the Fee Agreement; (iii) a 43% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the sixth (6th) and seventh (7th) year of the Fee Agreement; (iv) a 33% Infrastructure Credit to be applied against the Company's Fee Payments for the Project for the eighth (8th), ninth (9th), and tenth (10th) year of the Fee Agreement; and a 25% Infrastructure Credit to be applied against the Company's Fee Payments on the Project for the eleventh (11th), twelfth (12th), thirteenth (13th), fourteenth (14th), and fifteenth (15th) year of the Fee Agreement; provided, however that the Company can, by providing written notice to the County, delay for up to two (2) years the year in which the Infrastructure Credit shall begin to apply. 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.

(b) The Company shall be responsible for providing the County, prior to receipt of any Infrastructure Credit, with all documentation and certification reasonably deemed necessary by the County to establish the Costs of the Infrastructure with respect to the Project incurred by the Company, and the investment made by the Company to that date.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY

WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 4.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with the Fee Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. Other than as specifically described in Section 5.02(d) of the Fee Agreement with respect to a failure to reach certain investment and job creation requirements, if the County or either Company shall fail duly and punctually to perform any other covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or either Company, respectively, specifying the failure and requesting that it be remedied is given to the County by a Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an “Event of Default”).

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. Other than as specifically described in Section 5.02(d) of the Fee Agreement with respect to a failure to reach certain investment and job creation requirements, no remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for in Section 3.02(a) hereof have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person 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 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County:

Richland County
Attn: Director, Economic Development Department
Administration Building
2020 Hampton Street, Room 4058
Columbia, South Carolina 29202

with a copy to: (which shall not constitute notice to the County)

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

(b) if to the Company CHINA JUSHI USA CORPORATION

with a copy to (which shall not constitute notice to the Company):

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[Signature pages to follow]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of County Council and CHINA JUSHI USA CORPORATION have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council,

ATTEST:

Clerk to Richland County Council

[Signature page 1 to Infrastructure Finance Agreement]

CHINA JUSHI USA CORPORATION

By: _____

Name: _____

Title: _____

[Signature page 2 to Infrastructure Finance Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book 1543, page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

Richland County Council Request of Action

Subject:

To Approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

TO APPROVE THE CONVEYANCE OF APPROXIMATELY ONE HUNDRED NINETY SEVEN ACRES OF REAL PROPERTY OWNED BY RICHLAND COUNTY LOCATED ON PINEVIEW ROAD TO CHINA JUSHI USA CORPORATION (PROJECT GIANT); TO APPROVE A LAND CONVEYANCE AGREEMENT FOR SUCH PROPERTY AND OTHER MATTER RELATED THERETO; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

Be it ordained by the Council of Richland County, South Carolina:

SECTION 1. The Richland County Council finds that:

a. Richland County (the “County”) owns approximately one hundred ninety seven (197) acres of real property on Pineview Road as more particularly described on Exhibit A attached hereto (the “Property”);

b. China Jushi USA Corporation (the “Company”), proposes to acquire the Property and to construct one or more buildings on the Property and to install personal property therein, all for the purpose of establishing a manufacturing operation. The cost of the improvements on the Property and the personal property thereon is projected to equal or exceed \$400,000,000.

c. based on information supplied by the Company, the investment of funds as proposed by the Company provides significant public benefits to the County in the form of an increased tax base that generates additional tax revenues, increases values for adjacent properties and provides needed additional employment opportunities for approximately 800 people; and

d. the public benefits to be received by the County for the conveyance of the Property to the Company is fair and reasonable compensation.

SECTION 2. (a) The Chair or, in his absence, the Vice Chair, are authorized, empowered and directed, in the name of and on behalf of the County, to execute, acknowledge, and deliver a land conveyance agreement by and between the Company and the County, providing for the sale of the Property to the Company. The form of the land conveyance agreement is attached hereto as Exhibit B (the “Agreement”) and all terms, provisions and conditions of the Agreement are incorporated herein by reference as if the Agreement were set

out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes not materially adverse to the County as shall be approved by the Chair (or Vice Chair in his absence), upon advice of counsel, the execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached to this ordinance.

(b) County Council hereby authorizes and approves the conveyance of the Property to the Company and the transactions contemplated by the Agreement.

SECTION 3. The Chair, the Clerk to County Council, the County Administrator are authorized to take such actions and to execute such other documents as may be necessary to effectuate the purposes and intent of this ordinance.

SECTION 4. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

SECTION 5. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Richland County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

SECTION 6. This ordinance is effective upon third reading.

SIGNATURE FOLLOWS ON NEXT PAGE

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

This Ordinance is effective as of the 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

Economic Development Committee:	September 6, 2016
First Reading:	September 13, 2016
Second Reading and Public Hearing:	September 20, 2016
Third Reading:	October 4, 2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an Ordinance which was given reading, and received approval, by the County Council at its meetings of September 13, 2016, September 20, 2016 and October 4, 2016, at which meetings a quorum of member of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book 1543, page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

EXHIBIT B

LAND CONVEYANCE AGREEMENT

RICHLAND COUNTY AND CHINA JUSHI USA CORPORATION

See attached.

Land Conveyance Agreement

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

CHINA JUSHI USA CORPORATION

Dated as of October 4, 2016

Land Conveyance Agreement

THIS LAND CONVEYANCE AGREEMENT (the “Agreement”) is hereby made and entered into as of this 4th day of October, 2016 (the “Effective Date”), by and between CHINA JUSHI USA CORPORATION, South Carolina corporation (the “Company”) and RICHLAND COUNTY, SOUTH CAROLINA (the “County”).

WITNESSETH:

WHEREAS, the Company contemplates the establishment of a manufacturing facility in the County (the “Project”);

WHEREAS, the Company anticipates the Project will consist of an aggregate investment in the County of approximately \$400,000,000 and the creation of approximately 800 new, full-time jobs in connection therewith before the end of December 31, 2024;

WHEREAS, as inducement for the Project and pursuant to the terms of that certain Memorandum of Understanding dated May 28, 2016 (the “MOU”), the County desires to transfer, at no cost to the Company, title to approximately 197 acres of land in the County on Pineview Road, as more particularly described in Exhibit A attached hereto, which land is owned by the County (the “Property”);

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. Project Overview.

The Company proposes to construct a manufacturing facility (the “Facility”) on the Property, which is located in the I-77 Corridor Regional Industrial Park (the “Park”), pursuant to the Master Agreement Governing the I-77 Corridor Regional Industrial Park, between the County and Fairfield County, dated as of April 15, 2003, (the “Park Agreement”), in order to manufacture and distribute its product. The Project is comprised of the Property, the Facility, and certain personal property for use in the Facility (the “Equipment”).

ARTICLE II. County Commitments and Representations

a) Subject to the terms and conditions of the MOU, the County will transfer or cause to be transferred to the Company (or to a Third Party (as defined in Article III herein) or Affiliate (as defined in Article III herein), as determined by the Company), at closing (the “Closing”), at no cost to the Company (or Third Party or Affiliate), fee simple absolute title to the Property (the “Transfer”). The title shall be subject to a reverter clause (the “Reverter”), all as further described in and substantially in the form described in Section 1.1 of the MOU, the terms of which are incorporated herein by reference.

b) The County will transfer or cause to be transferred to the Company simultaneously with the Transfer, a private, non-exclusive access easement across land now owned by the South Carolina Department of Transportation extending from the junction of Shop Road and Pineview

Road to the northern property line of the Land in substantially the form attached hereto as Exhibit B (the “Shop Road Access Easement”).

c) The County will use its best efforts to coordinate with SCE&G (i) the relocation of the existing transmission lines to the location indicated on the final ALTA survey (the “Alta Survey”), (ii) the termination and relocation of the existing easement rights for the existing transmission line pursuant to a mutually satisfactory agreement (the “SCE&G Termination and Relocation Agreement”); and (iii) a commitment by SCE&G to complete items (i) and (ii) above by a mutually acceptable date.

d) The County will, prior to the commencement of construction of the Project, at no cost to the Company, provide a temporary construction/access roadway extending from the southern right of way margin of Pineview Road over and/or along the Norfolk Southern Railroad right of way to the Facility site depicted on the Conceptual Plan attached as Exhibit B to the MOU; provided that Norfolk Southern Railroad consents, such temporary access road to be evidenced by a mutually satisfactory access agreement (the “Temporary Construction Access Agreement”).

e) The County shall, at its expense, indicate on the ALTA Survey the location of the Shop Road extension, which location shall be subject to approval by the Company, all as provided in Section 1.1 of the MOU, and provide an easement agreement in form satisfactory to the Company (the “Shop Road Extension Easement Agreement”).

f) The County represents and warrants to the Company that it has not dealt with any agent, realtor or broker in connection with this transaction. This provision shall survive the closing.

ARTICLE III. Company Commitments and Representations.

The Company agrees as follows:

a) The Company agrees to accept the Transfer of title to the Property from the County at no cost to the Company subject to the terms of this Agreement.

b) The Company will (i) create not less than eight hundred (800) new fulltime jobs; and (ii) invest at least four-hundred million dollars (\$400,000,000) in economic development property in the Project, including the value of the Equipment, and the value of the Property, all as further described in the MOU, including Article 2 thereof, the terms of which are incorporated herein by reference.

c) The Company may, at its option, cause all or a part of the Project to be constructed and/or acquired by a third party in a build to suit arrangement, and/or by one or more Equipment lessors (the “Third Parties”). In addition, the Company may include one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company (the “Affiliates”).

d) The Company represents and warrants to the County that it has not dealt with any agent, realtor or broker in connection with this transaction. This provision shall survive the closing.

ARTICLE IV. Property Conveyance.

- a) Company shall obtain an ALTA Survey of the Property (the “Survey”) and submit same to County for approval. The cost of any Survey shall be borne by Company, except to the extent otherwise provided herein. The legal description at Closing shall be based on the Survey.
- b) It shall be Company’s responsibility and cost to submit the Survey to the planning department for staff review and approval and to record the Survey.
- c) At the Closing, County shall deliver, or cause to be delivered, to Company the Transfer Deed (as defined in the MOU), subject only to the exceptions permitted by the MOU and this Agreement.
- d) Company shall pay for the transfer tax/documentary stamps associated with the Transfer Deed pursuant to SC Code §12-24-20(B). County shall pay for the cost of discharging any mortgage, lien or title encumbrance other than those resulting from Company’s actions or otherwise permitted hereunder or under the MOU (the “Permitted Exceptions”). Company shall be responsible for the cost of recording the deed and any other instruments to be recorded under the terms of this Agreement.
- e) Company shall obtain, at its expense, a title insurance commitment and pay for the cost of any title exam and title insurance premiums for any title insurance and endorsements the Company elects to purchase.
- f) Unless otherwise specified in this Agreement, all other recurring expenses and costs related to the Property shall be prorated as of the Closing Date.
- g) At Closing, County shall deliver, or cause to be delivered, to Company the following (unless waived by the Company in writing prior to Closing):
 - i) the duly executed and acknowledged Transfer Deed in recordable form conveying good, fee simple and marketable title to the Property subject only to the Permitted Exceptions and the Reverter, and using the metes and bounds legal description set forth on the ALTA Survey, together with a transfer affidavit;
 - ii) such documents as the Company’s title insurance company may reasonably request, including a seller’s affidavit and evidence of the County’s authority to execute and perform under this Agreement and to execute and deliver all documents conveying the Property to Company;
 - iii) a certificate on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that County is not a foreign person and a South Carolina non-resident seller withholding affidavit;
 - iv) the Shop Road Access Easement, duly executed and acknowledged and in recordable form;

- v) the SCE&G Easement Termination and Relocation Agreement, duly executed and acknowledged and in recordable form;
- vi) the Temporary Construction Access Agreement, duly executed and acknowledged and in recordable form;
- vii) the Shop Road Extension Easement Agreement, duly executed and acknowledged and in recordable form;
- viii) possession of the Property free of the rights and claims of others; and
- ix) such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or may be reasonably requested by Company or Company's counsel.

(h) At Closing, Company shall deliver to County any other documents and papers as the County or its counsel may reasonably request to evidence the Company's authority to execute and perform under this Agreement and such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or that may be reasonably requested by County or County's counsel.

ARTICLE V. Defaults, Remedies, and Reversion.

a) Company's Failure to Meet Investment Requirement and Job Requirement.

The terms and conditions of the MOU and the Fee in Lieu of Tax Agreement dated as of October 5, 2016, between the Company and the County with respect to the consequences of the Company's failure to meet any investment requirement and any jobs requirement are incorporated herein.

b) Other Default and Remedies.

i) In the event County defaults or fails to perform any of its conditions or obligations under this Agreement, through no fault of Company, Company reserves the right seek an action in equity for specific performance, or terminate this Agreement by giving written notice to County, or seek other available remedies at law.

ii) In the event of a default or breach by Company of any of the covenants or conditions or obligations of Company under this Agreement, other than failure to meet any investment requirement and jobs requirement or any action or non-action that causes a Reversionary Transfer the specific and exclusive remedies for which are provided for in the MOU and the Fee Agreement and incorporated herein by reference, the County's sole remedy shall be to give written notice thereof to Company providing the Company an opportunity to cure such default within 60 days of the receipt of such notice by the Company. If the Company fails to cure such default within such 60 day period, or, if the default cannot reasonably be cured within such 60 day period, the Company fails to diligently pursue the

curing of such default, then the County may terminate this Agreement, and upon such termination, neither Company nor County shall have any further obligation or liability to the other.

- iii) In the event Closing takes place under this Agreement, nothing herein shall preclude County's enforcement of its payment rights under the MOU or the Reverter right under the deed. In any such action by County, County shall be entitled to recover its reasonable attorneys' fees and court costs.
- iv) In the event of the Reversionary Transfer, the Company agrees to deliver to the County the executed, recordable Reversionary Deed or in such alternative form as may be mutually agreeable to the County and the Company, all as further provided in the MOU.

ARTICLE VI. Miscellaneous.

- a) Due Authorization. In addition to the other warranties and representations set forth herein, each party makes the following representation and warranties to the other: the execution, delivery and performance of this Agreement and the closing documents by such party and the execution, delivery and performance by each individual and/or entity signing this Agreement on behalf of such party shall have been duly authorized and approved by all requisite action on the part of such party. All representations and warranties of the parties set forth in this Agreement are true and correct as of the Effective Date and will be true and correct as of the Closing.
- b) Notices. Any notice to be provided under this Agreement shall be effective when delivered to the party named below or when deposited in Federal Express (or any other reputable national "next day" delivery service) 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 hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

CHINA JUSHI USA CORPORATION

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
ONE North Main St.
Greenville, SC 29609
Attention: Frank T. Davis, III

IF TO THE COUNTY:

Richland County, South Carolina
2020 Hampton Street
Columbia, SC 29204
Attention: Director, Economic Development Department

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, SC 29201
Attention: Ray E. Jones, Esq.

- c) Binding Effect. This Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.
- d) Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.
- e) Governing Law. This Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.
- f) Severability. In case any one or more of the provisions contained in this Agreement should be deemed invalid, illegal, or unenforceable in any respect for any reason whatsoever, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- g) Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.
- h) Amendments. The provisions of this Agreement may only be modified or amended in a writing executed by all parties.
- i) Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and no party hereto has made or shall be bound by any agreement or any representation to another party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.
- j) Waiver. A party may waive compliance by the other party with any term or condition of this Agreement applicable to the party only in a writing signed by the affected waiving party.

- k) Assignment. This Agreement shall be assignable by the Company with the consent of the County, such consent not to be unreasonably withheld. This Agreement shall not be assigned by County.

SIGNATURES BEGIN ON NEXT PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2016.

**RICHLAND COUNTY, SOUTH
CAROLINA**

Chair, County Council

ATTEST:

Clerk to Council

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CHINA JUSHI USA CORPORATION

Signature: _____

Name: _____

Title: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**EXHIBIT A
LEGAL DESCRIPTION**

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28,2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book1543,page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

Richland County Council Request of Action

Subject:

An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

**AN ORDINANCE APPROVING THE EXECUTION AND DELIVERY OF A
PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED IN THE
CAROLINA PINES INDUSTRIAL PARK; AND OTHER MATTERS RELATED
HERETO**

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

WHEREAS, to further the economic development of and the creation of new jobs in the County, the County has identified and desires to acquire certain land and improvements thereon, if any, in the County and located in the Carolina Pines Industrial Park, as more particularly identified on the attached Exhibit A (“Real Property”);

WHEREAS, the County desires to enter into a purchase agreement (“Agreement”) with the seller of the Real Property, to set forth the terms and conditions of the purchase of the Real Property by the County.

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

Section 1. Findings. County Council determines that the purchase of the Real Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Purchase of Real Property. County Council approves the purchase of the Real Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the purchase of the Real Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Real Property are expressly ratified and confirmed.

Section 3. Approval of Agreement. County Council approves the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

READINGS:

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing:
Third Reading:

EXHIBIT A
REAL PROPERTY DESCRIPTION

TMS No. 17600-01-33

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 REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC, AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments (“Credit”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) for improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, if plans proceed as expected, Haven Campus Communities - Columbia, LLC, a limited liability company organized and existing under the laws of _____ (“Company”), will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

WHEREAS, the Facility is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County has offered as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Facility, a Credit against the Company’s Fee Payments with respect to the Facility, the terms and conditions of which are more particularly described in the Credit Agreement between the County and the Company, the form of which is attached as Exhibit B; and

WHEREAS, to effect the Credit, the County desires to expand the boundaries of the Park and amend the Master Agreement to include the Facility in the Park.

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. Expansion of Park Boundaries; Inclusion of Facility. There is hereby authorized an expansion of the Park boundaries to include the Facility and an amendment to the Master Agreement. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete such expansion of the Park boundaries. Pursuant to the terms of the Master Agreement and the Act, such expansion shall be complete on the adoption of (i) a companion ordinance by the Fairfield County Council and (ii) a resolution or ordinance by the City of Columbia City Council consenting to the inclusion of the of the Facility in the Park.

Section 2. Approval of Credit; Authorization to Execute Credit Agreement. There is hereby authorized a Credit against the Company's Fee Payments with respect to the Facility as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Credit as set forth in the Credit Agreement that is before this meeting are approved and all of the Credit Agreement's terms and conditions are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the Credit Agreement, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and that do not materially affect the obligation and rights of the County under the Credit Agreement, and the Clerk to County Council is authorized and directed to attest the Credit Agreement.

Section 3. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

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.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: _____ __, 2016
Second Reading: _____ __, 2016
Public Hearing: _____ __, 2016
Third Reading: _____ __, 2016

EXHIBIT A
Property Description

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

EXHIBIT B
FORM OF CREDIT AGREEMENT

[See Attached]

CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

Effective as of _____, 2016

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of _____, 2016 (“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 Haven Campus Communities – Columbia, LLC, a limited liability company organized and existing under the laws of the State of _____ and previously identified as Project Peak (“Company,” with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

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) jointly develop a multi-county industrial park with a county having coterminous borders with the County; and (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks;

WHEREAS, the County is further authorized by the Act, to grant a credit (“Credit”) to a company located in a multi-county industrial park against the company’s Fee Payments as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and Fairfield County, South Carolina have previously established a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (as amended from time to time, “Park Agreement”);

WHEREAS, if plans proceed as expected, the Company will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A (“Site”), to establish a student-housing facility in the County (“Facility”);

WHEREAS, pursuant to the County’s Ordinance No. _____ dated _____, 2016 (“County Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Site and, as a result, the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, South Carolina (“City”), the City has, pursuant to Ordinance No. _____ dated _____, 2016, consented to the inclusion of the Site within the boundaries of the Park; and

WHEREAS, pursuant to the County Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide a Credit against the Company’s Fee Payments due with respect to the Facility to reimburse the Company for its expenditures on Infrastructure, 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 1.01. Representations by the County. The County makes the following representations:

- (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 approved this Agreement by adoption of the County Ordinance in accordance with the Act and any other applicable state and local law;
- (d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby;
- (e) The County has included the Site and, as a result, the Facility in the Park and shall maintain the Site and the Facility within the Park for the duration of this Agreement to facilitate the Company's receipt of the Credits; and
- (f) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company makes the following representations:

- (a) The Company a limited liability company, duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it and take all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby; and
- (b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

**ARTICLE II
INVESTMENT AND OPERATION OF THE FACILITY**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date (as defined below). The Company shall certify to the County achievement of the Investment Commitment within 90 days of the issue date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, as set forth above, then the County may terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition,

building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs).

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall operate the Facility in a manner which satisfies the requirements applicable to private dormitories under Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina, as amended through the date hereof, ("City Code") as set forth in this Section 2.02. If the Facility fails to comply with such requirements as of the issue date of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. If at any time during the Credit Term (as defined below), the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with the requirements of Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder.

ARTICLE III CREDIT TERMS

SECTION 3.01. Amount and Duration of Credit.

(a) If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment (which shall be the Fee Payment before the deduction of any Credit due hereunder) payable with respect to the Facility is greater than or equal to \$750,000, the County shall provide a 50% Credit against the Fee Payment due with respect to the Facility for such year, as provided herein. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$750,000 for such year, then the County shall provide a Credit against the Fee Payment with respect to the Facility for such year sufficient to reduce the Company's Net Fee Payment (as defined below) to \$400,000. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$400,000, then this Agreement shall terminate prospectively.

(b) The Company is eligible to receive a Credit, as set forth in this Agreement, for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment with respect to the Facility following the receipt by the Company of a Certificate of Occupancy for the Facility ("Credit Term").

(c) For each year of the Credit Term, the County shall prepare and issue the annual Fee Payment bill with respect to the Facility net of the Credit set forth in Section 3.01(a) hereof ("Net Fee Payment"). Following receipt of any such Net Fee Payment bill, the Company shall timely remit such Net Fee Payment to the County in accordance with applicable law.

(d) If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with a Credit in a maximum amount and for a maximum term that is not invalid or unenforceable under the terms of such court ruling, but in no event may the value of such revised Credit exceed the value of the Credit offered to the Company set forth in Section 3.01 of this Agreement.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Credit set forth in this Agreement except with respect to the Fee Payments received from the Company.

SECTION 3.02. Cumulative Limit on Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Credit received by the Company under this Agreement.

SECTION 3.03. 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 Facility pursuant to the terms of this Agreement.

**ARTICLE IV
DEFAULTS AND REMEDIES**

SECTION 4.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 60 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party, then such Party is in default under this Agreement (“Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting Party shall have an additional period of time not to exceed 30 days from the date of such written notice by the other Party to cure such failure, unless such Parties agree in a writing signed by all Parties to an extension of such time prior to its expiration.

SECTION 4.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (a) subject to the cure provisions in Section 4.01 hereof, terminate this Agreement;
- (b) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (c) bring suit upon this Agreement;
- (d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 4.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 4.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Assignment. The Company may assign this Agreement in whole or in part with the prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed, and may be given by resolution of County Council. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company.

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine all the Company's books and records pertaining to the Facility. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include, but not be limited to, those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the Company. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 5.03. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County or the Company, as the case may be, shall bind or inure to the benefit of the successors of the County or the Company, as the case may be, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 5.04. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person 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 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. 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 Company shall further 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 5.08. 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 or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street (29204)
Post Office Box 192
Columbia, South Carolina 29202

with a copy to
(does not constitute notice): Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

(b) if to the Company: Haven Campus Communities – Columbia, LLC
c/o _____
Attn: _____

with a copy to
(does not constitute notice): Nexsen Pruet, LLC
Attn: Burnet R. Maybank, III
Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

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 5.09. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, or (ii) review and negotiation of any other documents related to the Facility, in an amount not to exceed \$5,000.

SECTION 5.10. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 5.11 Agreement to Sign Other Documents. The County agrees that it will from time to time, and at the expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 5.12. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that 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 5.13. 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.

SECTION 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.15. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 5.16. 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.

*[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 hereunto affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

IN WITNESS WHEREOF, Haven Campus Communities - Columbia, LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
Description of Site

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

ADOPTED IN A MEETING DULY ASSEMBLED THIS ___ DAY OF _____, ____.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

(Seal)

ATTEST this the ___ day of _____, ____.

S. Monique McDaniels
Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT
RICHLAND COUNTY, SOUTH CAROLINA**

**ANNUAL ASSESSMENT REPORT AND
AMENDMENT OF THE ASSESSMENT ROLL FOR
IMPOSITION OF ASSESSMENTS IN 2016 AND COLLECTION IN 2017**

Prepared By:

MUNICAP, INC.

Administrator of the Village at Sandhill Improvement District

September 9, 2016

**Village at Sandhill Improvement District
Richland County, South Carolina**

**Annual Assessment Report and
Amendment of the Assessment Roll for
Imposition of Assessments in 2016 and Collection in 2017**

INTRODUCTION

The Village at Sandhill Improvement District (the “District”) was created pursuant to an Ordinance that was adopted by the Richland County Council on March 2, 2004 (the “Assessment Ordinance”), wherein the District was created and certain assessments were authorized to be imposed and collected within the District (the “Assessments”). The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to (i) the Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the “County”) and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District (the “District”).

The Assessments have been imposed on the assessed property within the District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the “Assessment Roll” and the “Rate and Method of Apportionment of Assessments”) the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect “(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.”

This report has been prepared to show the calculation of the 2016-2017 Annual Payment and to record the annual update of the Assessment Roll.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and Method of Apportionment of Assessments.

ANNUAL ASSESSMENT

The Annual Assessment is the portion of the Assessments due and payable each year on the Assessed Property with the District. The Annual Assessment imposed in 2016 for collection in 2017 is equal to \$1,708,687.00.

ANNUAL PAYMENT

The Annual Payment is the amount due and payable from the Assessed Property within the District each year and is equal to the Annual Assessment less the Annual Credit. The Annual Credit is described in the next section.

ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement.

ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement is defined as follows:

For any given year, the sum of the following, (1) regularly scheduled debt service on the bonds to be paid from the Annual Payments; (2) periodic costs associated with such bonds, including but not limited to rebate payments and credit enhancements on the bonds; and (3) Administrative Expenses; less (a) any credits applied under the bond indenture, such as interest earnings on any account balances, and (b) any other funds available to the district that may be applied to the Annual Revenue Requirement.

Table A provides a summary of the Annual Revenue Requirement for the 2016-2017 assessment year. Each of these numbers is explained in the following sections.

Table A
Annual Revenue Requirement 2016-2017 Assessment Year

Interest payment on May 1, 2017	\$565,936.00
Interest payment on November 1, 2017	\$565,936.00
Principal payment on November 1, 2017	\$484,000.00
Total debt service payments	\$1,615,872.00
Administrative Expenses	\$49,000.00
Contingency	\$43,815.00
<i>Subtotal Expenses</i>	\$1,708,687.00
Reserve Fund investment income	\$0.00
Revenue Fund	\$0.00
<i>Subtotal Funds Available</i>	\$0.00
Annual Revenue Requirement	\$1,708,687.00

Debt Service

Debt service includes the semi-annual interest payments due on May 1, 2017 and November 1, 2017. The outstanding Series 2004 Bonds have been reduced to a current balance of \$18,714,000.00. The outstanding Series 2004 Bonds will be reduced on November 1, 2016 by a regularly scheduled principal payment in the amount of \$458,000.00 which will reduce the balance to \$18,256,000.00. Accordingly, each semi-annual interest payment on the Series 2004 Bonds is \$565,936.00 and represents interest at an annual coupon of 6.20 percent on the estimated

outstanding bonds of \$18,256,000.00. There is a scheduled principal payment of \$484,000.00 on the bonds on November 1, 2017. As a result, total debt service is \$1,615,872.00.

Administrative Expenses

Administrative Expenses generally include the fees of the trustee, the Administrator of the District (MuniCap, Inc.) and the County's legal counsel, plus additional County expenditures. The annual fee of the trustee is estimated to be \$3,500.00. The cost of the Administrator for calendar year 2017 is estimated to be \$20,000.00. The cost of the County's bond counsel for calendar year 2017 is estimated to be \$12,500.00. The County's additional expenditures for calendar year 2017 are estimated to be \$13,000.00. As a result, total Administrative Expenses for calendar year 2017 are estimated to be \$49,000.00.

Contingency

A contingency, equal to approximately 2.7 percent of annual debt service, has been added in the event of Assessment payment delinquencies or unanticipated Administrative Expenses.

Reserve Fund Investment Income

As of July 31, 2016, the Series 2004 Reserve Fund balance was \$810,004.38, which is equal to the current reserve requirement of \$809,998.00 plus \$6.38 of investment income. The investment income currently held in the Series 2004 Reserve Fund will be used to pay debt service on November 1, 2016. Proceeds in the Series 2004 Reserve Fund are currently earning approximately 0.01 percent per annum. Assuming the current yield and a Reserve Fund balance equal to the reserve requirement, annual investment income on the Series 2004 Reserve Fund is estimated to be \$80.00. Based on the current lack of required funds in the Revenue Fund to meet the scheduled November 1, 2016 debt service payment, it is anticipated that funds within the Series 2004 Reserve Fund will be utilized to make the scheduled debt service payment on November 1, 2016, which will reduce the balance in the Series 2004 Reserve Fund to an amount below the current reserve requirement (as shown in Table E below). As such, all investment income will remain in the Series 2004 Reserve Fund and therefore there will be no excess funds from the Series 2004 Reserve Fund to pay debt service for the 2016-2017 assessment year.

Revenue Fund

As of July 31, 2015, the balance in the Series 2004 Revenue Fund was \$876,008.99.

Through the remainder of calendar year 2016, it is estimated that Administrative Expenses of \$20,000.00 will be paid from the Revenue Fund. In addition, debt service expenses, including an interest payment and a principal payment on the Series 2004 Bonds, will be paid on November 1, 2016. The November 1, 2016 interest payment on the Series 2004 Bonds is \$580,134.00, which is equal to interest at 6.20 percent for six months on the current outstanding principal balance of \$18,714,000.00. The November 1, 2016 principal payment on the Series 2004 Bonds is \$458,000.00. As such, the necessary uses of the funds in the Revenue Fund, totaling \$1,058,434.00 (\$20,000.00 + \$580,134.00 + \$458,000.00 = \$1,058,434.00), are greater than current balance of \$876,008.99 (please see section below titled "Uncollected Annual Payment from Prior Years" regarding the expected use of the 2004 Reserve Fund to cover the shortfall.). As a result of these expected uses of funds, the Revenue Fund is estimated to have no funds available for the 2016-2017 assessment year.

CALCULATION OF THE ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement. A summary of the Annual Credit is shown in Table B below.

Table B
Annual Credit

	2016-17 Assessment Year
Annual Assessment	\$1,708,687.00
Annual Revenue Requirement	\$1,708,687.00
Annual Credit	\$0.00

CALCULATION OF THE ANNUAL PAYMENT

The Annual Payment each year is equal to the Annual Assessment less the Annual Credit. The calculation of the Annual Payment is shown in Table C below.

Table C
Annual Payment

	2016-17 Assessment Year
Annual Assessment	\$1,708,687.00
Annual Credit	\$0.00
Annual Payment	\$1,708,687.00

ALLOCATION OF THE ANNUAL ASSESSMENT AND ANNUAL PAYMENT

Both the Annual Assessment and Annual Payment are allocated to Parcels in the District pro rata in accordance with each Parcel's Principal Portion of Assessments (excluding the portion of the Parcel's Principal Portion of Assessments that has been billed in prior years and remains uncollected). Each Parcel's Annual Assessment and Annual Payment are shown on Appendix A-2, attached hereto.

UNCOLLECTED ANNUAL PAYMENT FROM PRIOR YEARS

The County reported on September 7, 2016 that all Annual Payments billed in tax year 2014 and before have been paid. The County reported that as of September 6, 2016, \$373,234.44 of the 2015-2016 Annual Payment, billed in 2015 and due by January 15, 2016, remain uncollected. This total dollar amount is the sum of the 2015-2016 Annual Payment on fifteen separate Parcels, as shown in Table D below.

Table D
Unpaid Annual Payments from Prior Years

Parcel Identification	Owner	Amount
229110101	VAS FORUM III LLC	\$15,732.33
229110102	VAS FORUM III LLC	\$15,200.83
229000205	VILLAGE AT SANDHILL LLC	\$21,968.34
229000209A	VILLAGE AT SANDHILL LLC	\$194,896.38
229000239	VILLAGE AT SANDHILL LLC	\$37,813.09
229000240	VILLAGE AT SANDHILL LLC	\$2,194.18
229000246	VILLAGE AT SANDHILL LLC	\$11,789.88
229000247	VILLAGE AT SANDHILL LLC	\$11,916.05
229000251	VILLAGE AT SANDHILL LLC	\$19,470.67
229000252	VILLAGE AT SANDHILL LLC	\$2,066.71
229000253	VILLAGE AT SANDHILL LLC	\$5,434.68
229000254	VILLAGE AT SANDHILL LLC	\$5,358.13
229000255	VILLAGE AT SANDHILL LLC	\$5,205.04
229000256	VILLAGE AT SANDHILL LLC	\$2,985.24
229000258	VILLAGE AT SANDHILL LLC	\$21,202.89
Total		\$373,234.44

Assuming the Annual Payments specified in the table above remain uncollected, it is expected that \$182,125.01 within the Series 2004 Reserve Fund will be utilized to meet the November 1, 2016 debt service payments, reducing the balance in the Series 2004 Reserve Fund to an amount below the reserve requirement, all as shown below in Table E.

Table E
Estimated Use of the Series 2004 Reserve Fund to Meet Debt Service Payment on November 1, 2016

Series 2004 Revenue Fund 7/31/16 balance	\$876,008.99
Estimated use for administrative expenses	(\$20,000.00)
November 1, 2016 interest payment	(\$580,134.00)
November 1, 2016 principal payment	(\$458,000.00)
Estimated shortfall	(\$182,125.01)
<hr/>	
Series 2004 Reserve Fund 7/31/16 balance	\$810,004.38
Estimated use for November 1, 2016 debt service payments	(\$182,125.01)
Series 2004 Reserve Fund estimated balance after November 1, 2016	\$627,879.37
<hr/>	
Reserve requirement	\$809,998.00
Estimated shortfall in reserve requirement after November 1, 2015 debt service payments	(\$182,118.63)

AMENDMENT OF THE ASSESSMENT ROLL

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.

The required amendments to the Assessment Roll are explained below and shown in Appendix A-1 and Appendix A-2.

Apportionment of Assessments upon the Subdivision of a Parcel

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment of the new Parcel;
- B = the Assessment of the subdivided Parcel prior to the subdivision;
- C = the Equivalent Acres of the new Parcel; and
- D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

According to the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the assessment allocation to be based on “the value of the improvements contributed to each class of property,” as explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated.

This report has been prepared to record the allocation of the Assessments pursuant to the formula and calculation of Equivalent Acres described above.

The County reported on August 9, 2016 that no subdivisions occurred during calendar year 2015. As a result, there are no allocations of Assessments to record through this report.

Prepayments of the Assessments

There have been no prepayments of the Assessments since the prior version of this report.

Other Amendments to the Assessment Roll

The updated Assessment Roll, consisting of Appendix A-1 and Appendix A-2, reflects(i) the current Parcels in the District, (ii) the names of the owners of the Parcels (as reported by the County on August 9, 2016), (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments (including the Mandatory Assessment Prepayment described above), and (vii) any other changes to the Assessment Roll.

SUMMARY

The current Parcels in the District, the names of the owners of those Parcels, the Assessment for each Parcel (including the adjustments to the Assessments), the Annual Payment to be collected from each Parcel for the 2016-2017 assessment year, the changes in the Annual Assessments and the effect of any prepayments of the Assessments are shown in the Annual Assessment Roll, as amended, in Appendices A-1 and A-2 attached hereto.

In order to comply with the County’s billing requirements, the Annual Payment on each Parcel has been rounded to the nearest cent. As a result of rounding, the aggregate Annual Payment billed to all Parcels for the 2016-2017 assessment year equals \$1,708,687.00.

Appendix A-1

ASSESSMENT ROLL
ANNUAL ASSESSMENTS

Village of Sandhill Improvement District
Richland County, South Carolina

Bond Year Ending Nov 1,	Principal	Interest and Administrative Expenses	Annual Assessment	Annual Credit	Annual Payment
2004	\$0	\$1,008,472	\$1,008,472	\$1,008,472	\$0
2005	\$0	\$1,650,000	\$1,650,000	\$1,595,000	\$55,000
2006	\$0	\$1,555,450	\$1,555,450	\$95,450	\$1,460,000
2007	\$286,000	\$1,555,450	\$1,841,450	\$141,450	\$1,700,000
2008	\$305,000	\$1,537,718	\$1,842,718	\$142,718	\$1,700,000
2009	\$324,000	\$1,518,808	\$1,842,808	\$92,808	\$1,750,000
2010	\$343,000	\$1,498,720	\$1,841,720	\$51,720	\$1,790,000
2011	\$366,000	\$1,477,454	\$1,843,454	\$18,454	\$1,825,000
2012	\$385,000	\$1,454,762	\$1,839,762	\$0	\$1,839,762
2013	\$413,000	\$1,430,892	\$1,843,892	\$0	\$1,843,892
2014	\$437,000	\$1,405,286	\$1,842,286	\$0	\$1,842,286
2015	\$432,000	\$1,279,867	\$1,711,867	\$223,867	\$1,488,000
2016	\$458,000	\$1,253,083	\$1,711,083	\$0	\$1,711,083
2017	\$484,000	\$1,224,687	\$1,708,687	\$0	\$1,708,687
2018	\$514,000	\$1,194,679	\$1,708,679		
2019	\$550,000	\$1,162,811	\$1,712,811		
2020	\$580,000	\$1,128,711	\$1,708,711		
2021	\$619,000	\$1,092,751	\$1,711,751		
2022	\$658,000	\$1,054,373	\$1,712,373		
2023	\$697,000	\$1,013,577	\$1,710,577		
2024	\$741,000	\$970,363	\$1,711,363		
2025	\$785,000	\$924,421	\$1,709,421		
2026	\$833,000	\$875,751	\$1,708,751		
2027	\$885,000	\$824,105	\$1,709,105		
2028	\$942,000	\$769,235	\$1,711,235		
2029	\$998,000	\$710,831	\$1,708,831		
2030	\$1,060,000	\$648,955	\$1,708,955		
2031	\$1,129,000	\$583,235	\$1,712,235		
2032	\$1,199,000	\$513,237	\$1,712,237		
2033	\$1,273,000	\$438,899	\$1,711,899		
2034	\$1,351,000	\$359,973	\$1,710,973		
2035	\$1,435,000	\$276,211	\$1,711,211		
2036	\$1,523,000	\$187,241	\$1,710,241		
Total	\$22,005,000	\$34,580,008	\$56,585,008	\$3,369,939	\$20,713,710

The principal amounts shown above reflect the actual principal payments to date and scheduled bond redemptions for future years but excludes the 2014 bond redemption from a mandatory assessment prepayment; see Appendix A-2 for the total amount of remaining Assessments and Principal Portion of Assessments, as well as each Parcel's remaining Assessment and Principal Portion of Assessments.

Village at Sandhill Improvement District

Appendix A-2

September 9, 2016 Special Assessment Roll

Tax Account Number	Owner (as reported by the County on August 9, 2016)	Total Assessment ¹	Principal Portion of Assessment ¹	2016-2017 Annual Assessment	2016-2017 Annual Credit	2016-2017 Annual Payment
R22900-02-05	Village at Sandhill, LLC	\$440,014.10	\$234,375.37	\$21,937.57	\$0.00	\$21,937.57
R22900-02-06	Plex Indoor Sports, LLC	\$1,369,025.71	\$729,217.32	\$68,254.87	\$0.00	\$68,254.87
R22900-02-07	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	Regal Cinemas, Inc.	\$1,407,349.91	\$749,630.87	\$70,165.58	\$0.00	\$70,165.58
R22900-02-09A ³	Village at Sandhill, LLC	\$3,840,803.64	\$2,079,306.77	\$194,623.47	\$0.00	\$194,623.47
R22900-02-09B	Village at Sandhill, LLC	\$585,508.66	\$311,873.66	\$29,191.43	\$0.00	\$29,191.43
R22900-02-10	HD Development of Maryland, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	Vas Outparcels, LLC	\$415,178.87	\$221,146.78	\$20,699.38	\$0.00	\$20,699.38
R22900-02-12	Vas Outparcels, LLC	\$398,145.89	\$212,074.09	\$19,850.17	\$0.00	\$19,850.17
R22900-02-13	Sandhill Columbia SC, LLC	\$2,301,581.32	\$1,225,947.01	\$114,748.85	\$0.00	\$114,748.85
R22900-02-14	Sandhill Columbia SC, LLC	\$1,032,624.36	\$550,031.73	\$51,483.06	\$0.00	\$51,483.06
R22900-02-15	CSMC 2006-C5 Retail, LLC	\$815,453.88	\$434,354.95	\$40,655.70	\$0.00	\$40,655.70
R22900-02-16	CSMC 2006-C5 Retail, LLC	\$1,303,022.91	\$694,060.66	\$64,964.20	\$0.00	\$64,964.20
R22900-02-17	CSMC 2006-C5 Retail, LLC	\$436,470.09	\$232,487.64	\$21,760.88	\$0.00	\$21,760.88
R22900-02-18	CSMC 2006-C5 Retail, LLC	\$485,439.90	\$258,571.62	\$24,202.35	\$0.00	\$24,202.35
R22900-02-19	CSMC 2006-C5 Retail, LLC	\$872,940.19	\$464,975.28	\$43,521.77	\$0.00	\$43,521.77
R22900-02-20	CSMC 2006-C5 Retail, LLC	\$163,942.43	\$87,324.63	\$8,173.60	\$0.00	\$8,173.60
R22900-02-21A	CSMC 2006-C5 Retail, LLC	\$1,694,781.43	\$902,732.49	\$84,495.91	\$0.00	\$84,495.91
R22900-02-21B	JC Penney Corporation, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	CSMC 2006-C5 Retail, LLC	\$170,329.79	\$90,726.88	\$8,492.05	\$0.00	\$8,492.05
R22900-02-23	Vas Forum II, LLC	\$1,334,959.75	\$711,071.95	\$66,556.46	\$0.00	\$66,556.46
R22900-02-24	VAS HG LL	\$366,209.05	\$195,062.80	\$18,257.91	\$0.00	\$18,257.91
R22900-02-26	Richland County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	Vas Outparcels, LLC	\$366,209.05	\$195,062.80	\$18,257.91	\$0.00	\$18,257.91
R22900-02-28	Vas Outparcels, LLC	\$293,818.89	\$156,503.87	\$14,648.79	\$0.00	\$14,648.79
R22900-02-33	Vas Outparcels II, LLC	\$455,632.19	\$242,694.41	\$22,716.24	\$0.00	\$22,716.24
R22900-02-34	GRG Investments, LLC	\$125,618.22	\$66,911.08	\$6,262.89	\$0.00	\$6,262.89
R22900-02-35	LACCBSC, LLC	\$1,303,022.91	\$694,060.66	\$64,964.20	\$0.00	\$64,964.20
R22900-02-36	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	VAS Apartments, LLC	\$714,570.52	\$380,619.01	\$35,626.00	\$0.00	\$35,626.00
R22900-02-38	Columbia Commercial LLC	\$2,368,584.04	\$1,261,636.29	\$118,089.37	\$0.00	\$118,089.37

R22900-02-39	Village at Sandhill, LLC	\$757,376.19	\$403,419.63	\$37,760.15	\$0.00	\$37,760.15
R22900-02-40	Village at Sandhill, LLC	\$43,948.33	\$23,409.26	\$2,191.11	\$0.00	\$2,191.11
R22900-02-41	TMW and Associates, LLC	\$104,011.04	\$55,401.92	\$5,185.63	\$0.00	\$5,185.63
R22900-02-42	Saluda DAM LLC	\$272,479.64	\$145,137.43	\$13,584.89	\$0.00	\$13,584.89
R22900-02-43	Village at Sandhill, LLC	\$400,275.01	\$213,208.18	\$19,956.32	\$0.00	\$19,956.32
R22900-02-44	Village at Sandhill Property Owners Ass.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-46	Village at Sandhill, LLC	\$236,145.07	\$125,783.67	\$11,773.37	\$0.00	\$11,773.37
R22900-02-47	Village at Sandhill, LLC	\$238,672.19	\$127,129.75	\$11,899.37	\$0.00	\$11,899.37
R22900-02-48	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-49	Village at Sandhill, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-50	Village at Sandhill, LLC	\$138,835.46	\$73,951.29	\$6,921.85	\$0.00	\$6,921.85
R22900-02-51	Village at Sandhill, LLC	\$389,987.24	\$207,728.35	\$19,443.41	\$0.00	\$19,443.41
R22900-02-52	Village at Sandhill, LLC	\$41,395.06	\$22,049.25	\$2,063.81	\$0.00	\$2,063.81
R22900-02-53	Village at Sandhill, LLC	\$108,853.66	\$57,981.36	\$5,427.07	\$0.00	\$5,427.07
R22900-02-54	Village at Sandhill, LLC	\$107,320.51	\$57,164.72	\$5,350.63	\$0.00	\$5,350.63
R22900-02-55	Village at Sandhill, LLC	\$104,254.21	\$55,531.45	\$5,197.75	\$0.00	\$5,197.75
R22900-02-56	Village at Sandhill, LLC	\$59,792.86	\$31,848.92	\$2,981.06	\$0.00	\$2,981.06
R22900-02-57	Village at Sandhill, LLC	\$228,439.38	\$121,679.20	\$11,389.19	\$0.00	\$11,389.19
R22900-02-58	Village at Sandhill, LLC	\$424,682.60	\$226,208.98	\$21,173.20	\$0.00	\$21,173.20
R22900-02-59	VAS Apartments, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-60	VAS Apartments, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-61	Columbia Commercial LLC	\$336,904.35	\$179,453.52	\$16,796.88	\$0.00	\$16,796.88
R22900-02-62	Columbia Commercial LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22908-06-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-01-01	VAS Forum III, LLC	\$315,110.11	\$167,844.73	\$15,710.30	\$0.00	\$15,710.30
R22911-01-02	VAS Forum III, LLC	\$304,464.51	\$162,174.30	\$15,179.54	\$0.00	\$15,179.54
R22911-02-01	Richland County School District Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22982-01-01	Columbia Commercial LLC	\$23,002.46	\$12,252.36	\$1,146.82	\$0.00	\$1,146.82
R22982-01-02	Columbia Commercial LLC	\$23,804.82	\$12,679.74	\$1,186.83	\$0.00	\$1,186.83
R22982-02-01	Vas Scu, LLC	\$2,552.75	\$1,359.73	\$127.27	\$0.00	\$127.27
R22982-02-02	Redus One LLC	\$2,552.75	\$1,359.73	\$127.27	\$0.00	\$127.27
R22982-02-03	Redus One LLC	\$2,124.97	\$1,131.88	\$105.94	\$0.00	\$105.94
R22982-02-04	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-02-05	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-02-06	Redus One LLC	\$2,099.54	\$1,118.33	\$104.68	\$0.00	\$104.68
R22982-02-07	Redus One LLC	\$2,550.43	\$1,358.50	\$127.16	\$0.00	\$127.16
R22982-02-08	Redus One LLC	\$2,622.12	\$1,396.68	\$130.73	\$0.00	\$130.73
R22982-02-09	Redus One LLC	\$3,431.41	\$1,827.75	\$171.08	\$0.00	\$171.08

R22982-02-10	Redus One LLC	\$2,550.43	\$1,358.50	\$127.16	\$0.00	\$127.16
R22982-02-11	Redus One LLC	\$2,099.54	\$1,118.33	\$104.68	\$0.00	\$104.68
R22982-02-12	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-02-13	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-02-14	Redus One LLC	\$2,122.66	\$1,130.65	\$105.83	\$0.00	\$105.83
R22982-02-15	Redus One LLC	\$2,552.75	\$1,359.73	\$127.27	\$0.00	\$127.27
R22982-02-16	Redus One LLC	\$1,729.58	\$921.27	\$86.23	\$0.00	\$86.23
R22982-03-01	Redus One LLC	\$2,552.75	\$1,359.73	\$127.27	\$0.00	\$127.27
R22982-03-02	Redus One LLC	\$2,552.75	\$1,359.73	\$127.27	\$0.00	\$127.27
R22982-03-03	Redus One LLC	\$2,124.97	\$1,131.88	\$105.94	\$0.00	\$105.94
R22982-03-04	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-03-05	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-03-06	Redus One LLC	\$2,099.54	\$1,118.33	\$104.68	\$0.00	\$104.68
R22982-03-07	Redus One LLC	\$2,550.43	\$1,358.50	\$127.16	\$0.00	\$127.16
R22982-03-08	MPLV, LLC	\$2,622.12	\$1,396.68	\$130.73	\$0.00	\$130.73
R22982-03-09	Redus One LLC	\$3,431.41	\$1,827.75	\$171.08	\$0.00	\$171.08
R22982-03-10	Redus One LLC	\$2,550.43	\$1,358.50	\$127.16	\$0.00	\$127.16
R22982-03-11	Mofor, Achu	\$2,099.54	\$1,118.33	\$104.68	\$0.00	\$104.68
R22982-03-12	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-03-13	Redus One LLC	\$2,337.70	\$1,245.19	\$116.55	\$0.00	\$116.55
R22982-03-14	Redus One LLC	\$2,124.97	\$1,131.88	\$105.94	\$0.00	\$105.94
R22982-03-15	Redus One LLC	\$2,552.75	\$1,359.73	\$127.27	\$0.00	\$127.27
R22982-03-16	Vas Scu, LLC	\$1,729.58	\$921.27	\$86.23	\$0.00	\$86.23
R22982-04-01	Columbia Commercial LLC	\$23,957.99	\$12,761.33	\$1,194.46	\$0.00	\$1,194.46
R22982-04-02	Columbia Commercial LLC	\$21,119.25	\$11,249.26	\$1,052.93	\$0.00	\$1,052.93
R22982-05-01	Redus One LLC	\$2,609.48	\$1,389.95	\$130.10	\$0.00	\$130.10
R22982-05-02	Redus One LLC	\$2,609.48	\$1,389.95	\$130.10	\$0.00	\$130.10
R22982-05-03	Redus One LLC	\$2,172.20	\$1,157.03	\$108.30	\$0.00	\$108.30
R22982-05-04	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14
R22982-05-05	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14
R22982-05-06	Redus One LLC	\$2,146.20	\$1,143.18	\$107.00	\$0.00	\$107.00
R22982-05-07	Redus One LLC	\$2,607.11	\$1,388.69	\$129.98	\$0.00	\$129.98
R22982-05-08	Redus One LLC	\$2,680.38	\$1,427.72	\$133.63	\$0.00	\$133.63
R22982-05-09	Redus One LLC	\$3,531.30	\$1,880.96	\$176.06	\$0.00	\$176.06
R22982-05-10	Redus One LLC	\$2,607.11	\$1,388.69	\$129.98	\$0.00	\$129.98
R22982-05-11	Redus One LLC	\$2,146.20	\$1,143.18	\$107.00	\$0.00	\$107.00
R22982-05-12	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14

R22982-05-13	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14
R22982-05-14	Redus One LLC	\$2,172.20	\$1,157.03	\$108.30	\$0.00	\$108.30
R22982-05-15	Redus One LLC	\$2,609.48	\$1,389.95	\$130.10	\$0.00	\$130.10
R22982-05-16	Redus One LLC	\$1,768.01	\$941.74	\$88.15	\$0.00	\$88.15
R22982-06-01	Redus One LLC	\$2,609.48	\$1,389.95	\$130.10	\$0.00	\$130.10
R22982-06-02	Redus One LLC	\$2,609.48	\$1,389.95	\$130.10	\$0.00	\$130.10
R22982-06-03	Redus One LLC	\$2,172.20	\$1,157.03	\$108.30	\$0.00	\$108.30
R22982-06-04	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14
R22982-06-05	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14
R22982-06-06	Redus One LLC	\$2,146.20	\$1,143.18	\$107.00	\$0.00	\$107.00
R22982-06-07	Redus One LLC	\$2,607.11	\$1,388.69	\$129.98	\$0.00	\$129.98
R22982-06-08	Redus One LLC	\$2,680.38	\$1,427.72	\$133.63	\$0.00	\$133.63
R22982-06-09	Redus One LLC	\$3,507.66	\$1,868.37	\$174.88	\$0.00	\$174.88
R22982-06-10	Redus One LLC	\$2,607.11	\$1,388.69	\$129.98	\$0.00	\$129.98
R22982-06-11	Redus One LLC	\$2,146.20	\$1,143.18	\$107.00	\$0.00	\$107.00
R22982-06-12	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14
R22982-06-13	Redus One LLC	\$2,389.65	\$1,272.86	\$119.14	\$0.00	\$119.14
R22982-06-14	Redus One LLC	\$2,172.20	\$1,157.03	\$108.30	\$0.00	\$108.30
R22982-06-15	Redus One LLC	\$2,609.48	\$1,389.95	\$130.10	\$0.00	\$130.10
R22982-06-16	Redus One LLC	\$1,768.01	\$941.74	\$88.15	\$0.00	\$88.15
R22982-07-01	Columbia Commercial LLC	\$15,537.34	\$8,276.03	\$774.64	\$0.00	\$774.64
R22982-07-02	Columbia Commercial LLC	\$14,505.84	\$7,726.60	\$723.21	\$0.00	\$723.21
R22982-08-01	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-08-02	Redus One LLC	\$1,959.37	\$1,043.67	\$97.69	\$0.00	\$97.69
R22982-08-03	Redus One LLC	\$1,659.80	\$884.10	\$82.75	\$0.00	\$82.75
R22982-08-04	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-08-05	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-08-06	Redus One LLC	\$1,638.75	\$872.89	\$81.70	\$0.00	\$81.70
R22982-08-07	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-08-08	Redus One LLC	\$2,001.47	\$1,066.09	\$99.79	\$0.00	\$99.79
R22982-08-09	Redus One LLC	\$2,610.33	\$1,390.41	\$130.14	\$0.00	\$130.14
R22982-08-10	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-08-11	Redus One LLC	\$1,638.75	\$872.89	\$81.70	\$0.00	\$81.70
R22982-08-12	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-08-13	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-08-14	Vas Condominium, LLC	\$1,659.80	\$884.10	\$82.75	\$0.00	\$82.75
R22982-08-15	Vas Condominium, LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12

R22982-08-16	Vas Condominium, LLC	\$1,381.28	\$735.74	\$68.87	\$0.00	\$68.87
R22982-09-01	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-09-02	Redus One LLC	\$1,959.37	\$1,043.67	\$97.69	\$0.00	\$97.69
R22982-09-03	Redus One LLC	\$1,659.80	\$884.10	\$82.75	\$0.00	\$82.75
R22982-09-04	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-09-05	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-09-06	Redus One LLC	\$1,638.75	\$872.89	\$81.70	\$0.00	\$81.70
R22982-09-07	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-09-08	Redus One LLC	\$2,001.47	\$1,066.09	\$99.79	\$0.00	\$99.79
R22982-09-09	Redus One LLC	\$2,610.33	\$1,390.41	\$130.14	\$0.00	\$130.14
R22982-09-10	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-09-11	Redus One LLC	\$1,638.75	\$872.89	\$81.70	\$0.00	\$81.70
R22982-09-12	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-09-13	Redus One LLC	\$1,808.78	\$963.45	\$90.18	\$0.00	\$90.18
R22982-09-14	Redus One LLC	\$1,659.80	\$884.10	\$82.75	\$0.00	\$82.75
R22982-09-15	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-09-16	Redus One LLC	\$1,381.28	\$735.74	\$68.87	\$0.00	\$68.87
R22982-10-01	Redus One LLC	\$1,946.42	\$1,036.77	\$97.04	\$0.00	\$97.04
R22982-10-02	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-10-03	Redus One LLC	\$1,659.80	\$884.10	\$82.75	\$0.00	\$82.75
R22982-10-04	Redus One LLC	\$2,529.37	\$1,347.28	\$126.11	\$0.00	\$126.11
R22982-10-05	Redus One LLC	\$2,529.37	\$1,347.28	\$126.11	\$0.00	\$126.11
R22982-10-06	Redus One LLC	\$1,638.75	\$872.89	\$81.70	\$0.00	\$81.70
R22982-10-07	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-10-08	Redus One LLC	\$2,862.95	\$1,524.96	\$142.74	\$0.00	\$142.74
R22982-10-09	Redus One LLC	\$3,614.31	\$1,925.18	\$180.20	\$0.00	\$180.20
R22982-10-10	Redus One LLC	\$1,946.42	\$1,036.77	\$97.04	\$0.00	\$97.04
R22982-10-11	Redus One LLC	\$1,638.75	\$872.89	\$81.70	\$0.00	\$81.70
R22982-10-12	Redus One LLC	\$2,521.28	\$1,342.97	\$125.70	\$0.00	\$125.70
R22982-10-13	Redus One LLC	\$2,521.28	\$1,342.97	\$125.70	\$0.00	\$125.70
R22982-10-14	Redus One LLC	\$1,659.80	\$884.10	\$82.75	\$0.00	\$82.75
R22982-10-15	Redus One LLC	\$1,948.04	\$1,037.63	\$97.12	\$0.00	\$97.12
R22982-10-16	Redus One LLC	\$1,379.66	\$734.88	\$68.78	\$0.00	\$68.78
R22982-11-01	Redus One LLC	\$14,804.80	\$7,885.84	\$738.12	\$0.00	\$738.12
R22982-11-02	Redus One LLC	\$14,604.27	\$7,779.03	\$728.12	\$0.00	\$728.12
R22982-12-01	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-12-02	Redus One LLC	\$1,972.67	\$1,050.75	\$98.35	\$0.00	\$98.35

R22982-12-03	Redus One LLC	\$1,671.07	\$890.10	\$83.31	\$0.00	\$83.31
R22982-12-04	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-12-05	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-12-06	Redus One LLC	\$1,649.87	\$878.81	\$82.26	\$0.00	\$82.26
R22982-12-07	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-12-08	Redus One LLC	\$2,015.06	\$1,073.33	\$100.46	\$0.00	\$100.46
R22982-12-09	Redus One LLC	\$2,628.05	\$1,399.84	\$131.03	\$0.00	\$131.03
R22982-12-10	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-12-11	Redus One LLC	\$1,649.87	\$878.81	\$82.26	\$0.00	\$82.26
R22982-12-12	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-12-13	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-12-14	Redus One LLC	\$1,671.07	\$890.10	\$83.31	\$0.00	\$83.31
R22982-12-15	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-12-16	Redus One LLC	\$1,390.65	\$740.74	\$69.33	\$0.00	\$69.33
R22982-13-01	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-13-02	Redus One LLC	\$1,972.67	\$1,050.75	\$98.35	\$0.00	\$98.35
R22982-13-03	Redus One LLC	\$1,671.07	\$890.10	\$83.31	\$0.00	\$83.31
R22982-13-04	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-13-05	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-13-06	Redus One LLC	\$1,649.87	\$878.81	\$82.26	\$0.00	\$82.26
R22982-13-07	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-13-08	Redus One LLC	\$2,015.06	\$1,073.33	\$100.46	\$0.00	\$100.46
R22982-13-09	Redus One LLC	\$2,628.05	\$1,399.84	\$131.03	\$0.00	\$131.03
R22982-13-10	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-13-11	Redus One LLC	\$1,649.87	\$878.81	\$82.26	\$0.00	\$82.26
R22982-13-12	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-13-13	Redus One LLC	\$1,821.05	\$969.99	\$90.79	\$0.00	\$90.79
R22982-13-14	Redus One LLC	\$1,671.07	\$890.10	\$83.31	\$0.00	\$83.31
R22982-13-15	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-13-16	Redus One LLC	\$1,390.65	\$740.74	\$69.33	\$0.00	\$69.33
R22982-14-01	Redus One LLC	\$1,959.63	\$1,043.80	\$97.70	\$0.00	\$97.70
R22982-14-02	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-14-03	Redus One LLC	\$1,671.07	\$890.10	\$83.31	\$0.00	\$83.31
R22982-14-04	Redus One LLC	\$2,546.54	\$1,356.42	\$126.96	\$0.00	\$126.96
R22982-14-05	Redus One LLC	\$2,546.54	\$1,356.42	\$126.96	\$0.00	\$126.96
R22982-14-06	Redus One LLC	\$1,649.87	\$878.81	\$82.26	\$0.00	\$82.26
R22982-14-07	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78

R22982-14-08	Redus One LLC	\$2,882.38	\$1,535.31	\$143.71	\$0.00	\$143.71
R22982-14-09	Redus One LLC	\$3,638.84	\$1,938.24	\$181.42	\$0.00	\$181.42
R22982-14-10	Redus One LLC	\$1,959.63	\$1,043.80	\$97.70	\$0.00	\$97.70
R22982-14-11	Redus One LLC	\$1,649.87	\$878.81	\$82.26	\$0.00	\$82.26
R22982-14-12	Redus One LLC	\$2,538.38	\$1,352.08	\$126.56	\$0.00	\$126.56
R22982-14-13	Redus One LLC	\$2,538.38	\$1,352.08	\$126.56	\$0.00	\$126.56
R22982-14-14	Redus One LLC	\$1,671.07	\$890.10	\$83.31	\$0.00	\$83.31
R22982-14-15	Redus One LLC	\$1,961.26	\$1,044.67	\$97.78	\$0.00	\$97.78
R22982-14-16	Redus One LLC	\$1,389.02	\$739.87	\$69.25	\$0.00	\$69.25
R23000-05-01	First Citizens Bank & Trust	\$351,305.20	\$187,124.20	\$17,514.86	\$0.00	\$17,514.86
R23000-05-02	Vas Marketplace, LLC	\$2,593,271.09	\$1,381,316.80	\$129,291.49	\$0.00	\$129,291.49
R23000-05-03	Redus One LLC	\$264,011.18	\$140,626.67	\$13,162.68	\$0.00	\$13,162.68
R23000-05-04	VAS OP 19 LLC	\$78,777.53	\$41,961.18	\$3,927.57	\$0.00	\$3,927.57
R23000-05-05	Vas Outparcels, LLC	\$489,698.15	\$260,839.79	\$24,414.65	\$0.00	\$24,414.65
R23000-05-06	Vas Outparcels, LLC	\$264,011.18	\$140,626.67	\$13,162.68	\$0.00	\$13,162.68
	Total	\$34,209,215.81	\$18,255,169.78	\$1,708,687.00	\$0.00	\$1,708,687.00

¹The amounts indicated exclude any prior year, unpaid Annual Payments (as of September 6, 2016, the 2015-2016 Annual Payment is outstanding for fifteen parcels).



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

730 4123 cell

Name: Robert Leichtle

Home Address: 8 Oak Bluff Ct

Telephone: (home) 803-788-4362 (work) Retired

Office Address:

Email Address: RALIKELY@GMAIL.COM

Educational Background: BS in Accounting USC 1968

Professional Background (Must be one): CPA [X] Attorney [X] Business person [X]

Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]

Name of Committee in which interested: Business Service Center Appeals Board

Reason for interest: Currently on Board, like to assist.

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: (A resume is also requested.) Accounting background.

Presently serve on any County Board/Commission/Committee? Yes

Any other information you wish to give?

Recommended by Council Member(s), if any:

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board? Yes No

If so, describe: _____

Robert Smith
Applicant's Signature

July 11, 2016
Date

For more information about the Business Service Center Appeals Board, please e-mail bsc@rcgov.us or call 576-2287.

Applications are current for one year.

Please return applications to:
Richland County
Clerk of Council's Office
Post Office Box 192
Columbia, SC 29202

Staff Use Only	
Date Received: <u>7-12-16</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Brenda E. Peterson

Home Address: 1901 Pennsylvania Avenue, Columbia, SC 29204

Telephone: (home) 803-998-0792 (work) 803-576-1779

Office Address: 1701 Main Street, Ste. 223, Columbia, SC 29204

Email Address: Brenda.epeterson@gmail.com

Educational Background: Institute of Paralegal Studies, Paralegal Certificate; King's College, Technical Certificate; University of Maryland, Ornamental Horticulture

Professional Background: Legal Assistant, The Honorable Jocelyn Newman, 3/2016 – Present; Paralegal Coordinator-Antitrust Group, Cohen Milstein, 9/2013-2/2015; Antitrust Practice Group Coordinator, Hogan Lovells US LLP, 10/2000 – 7/2013. For additional information, please see the attached resume.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Community Relations Council

Reason for interest: I am interested in serving on this committee to serve my community and Richland County in a more defined capacity; to utilize my experience and skills to add value to the community and Richland County; and, to assist the committee obtain its objectives to improve and promote communications among business, government, and citizens.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am a detail-oriented professional with several years of dedicated success in legal and managerial roles, excellent communicator, project-manager, problem-solver, and organizational expert. I am able to be a leader, team player, or independent contributor, and have the ability to work with individuals from all backgrounds.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I was born and raised in Columbia, SC. I have a devout, heartfelt interest in seeing this wonderful county and its communities continue to improve and grow.

Recommended by Council Member(s): _____

Hours willing to commit each month: I am willing to commit the number of hours required to fulfill my duties as a member of the Community Relations Committee.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No x _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No x _____

If so, describe: _____

Benjamin Peterson
Applicant's Signature

9/2/16
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>9-2-16</u>	Received by: <u><i>[Signature]</i></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

CAREER PROFILE

A well-regarded, detail-oriented professional leveraging several years of dedicated success in legal and managerial roles. Excellent communicator, project-manager, problem-solver, and organizational expert. Demonstrated ability to revise and restructure office operations for optimal efficiency. Excels as a leader, team player, and as an independent contributor, working well under pressure to meet deadlines.

PROFESSIONAL STRENGTHS

- *Project Management and organizational skills
- *Team Building and Training
- *Excellent written and verbal communication skills
- *In-depth knowledge of marketing and public relations
- *Ability to manage time efficiently and handle multiple tasks
- *Detail-oriented with ability to perform tasks under pressure
- *Possess good negotiation and budget management skills
- *Expertise in litigation software technology and Microsoft Office applications
- *Exceptional interpersonal skills with internal colleagues and external clients

PROFESSIONAL EXPERIENCE

S. C. Judiciary Department, Columbia, SC
The Honorable Jocelyn Newman
March 2016 – Present
Legal Assistant

Responsible for coordination of and assistance with court and administrative matters; performing computerized and manual research; drafting memoranda; providing support on various databases and software; coordinating with local and co-counsels, court staff, and others; and, managing chambers.

Woodley's Garden Center, Columbia, SC
March 2015 – Present
Tropical Plants Department

Manager of Tropical Plants Department. Served as garden center expert on tropical plants by providing detailed product information to both customers and peers.

Cohen Milstein Sellers & Toll PLLC, Washington, D.C.
September 2013 – February 2015
Paralegal Coordinator, Antitrust Group

Paralegal Coordinator and Senior Paralegal for the Antitrust Practice Group. Responsible for coordination of case projects, and assistance with class action and litigation matters regarding antitrust violations. Responsible for all phases of discovery, pre-trial and trial preparation; performing computerized and manual legal and factual research; cite checking/blue book and proofreading legal briefs, memoranda and pleadings; drafting pleadings and legal memoranda; performing extensive research of potential clients and expert witnesses; providing support on various databases and litigation software; assisting with settlement and mediation conferences; and coordinating with local and co-counsels.

Brenda E. Peterson – Page 2

Hogan Lovells US LLP, Washington, D.C.

October 2000 – July 2013

Antitrust Practice Group Coordinator

Practice Group Coordinator for the Antitrust, Competition, and Economic Regulation Practice Group. Responsible for assistance with and coordination of paralegal assignments for multi-million dollar mergers, acquisitions, consumer protection, and litigation matters.

Coordinate and manage large second request, civil investigative demand, and litigation document productions. Participate in all team strategy and pre-production planning meetings. Draft and assist with identification and collection of case materials in response to government Second Request, Civil Investigative Demand and litigation requests. Coordinate and assist with the organization, scanning, processing and QC of hard-copy and electronic documents. Analyze and provide reporting information regarding hard-copy and electronic documents processing and review. Create and maintain case document logs and indices.

Provide administrative, document management, and litigation support for case matters, including preparation of exhibits, court filings, expert, trial and witness notebooks and files, scheduling and set-up for depositions and investigative hearings, war room set-up; and investigative research, for both local and on location trials. Coordinate logistics for courtroom and agency proceedings. Cite-check/blue book legal briefs, memoranda and pleadings. Review documents for responsiveness and privilege. Assist in the preparation and editing of privilege logs for production.

Assist with the preparation of Hart-Scott-Rodino (HSR) filings, including drafting and revising HSR requests memoranda, HSR forms, and routine client correspondence. Serve as the contact person for clients, and maintain all indices, files, and HSR form and memoranda templates for HSR filings. Monitor updates to agency websites; interpret, summarize and distribute update information to attorney and paralegal staff.

Participate in vendor meetings and negotiations regarding services; assist with contract review and negotiation of corporate vendor agreements keeping in line with firm policies; process and monitor payment of vendor invoices.

Create, manage, and maintain documents in eRooms and databases. Upload, perform data entry, and maintain data in various databases, including Relativity, Concordance, and Summation, for review by firm, clients, and contract personnel. Provide litigation support to attorneys, and assist with training of both firm and contract personnel on Relativity, Concordance, Concordance FYI, Summation, Applied Discovery, Clearwell, Kroll Ontrack, Cataphora, SharePoint and other litigation software and e-discovery databases. Extensive use of Microsoft Office Suite for all case matters.

Conduct research and technological investigations, and perform library and online searches, including case law, legislative, and legal searches on LexisNexis and Westlaw; work with outside and firm libraries to obtain reference materials, and data and information that may not be readily available; respond to inquiries, analyze and interpret data, and assist in categorization of evidentiary materials and information gathered from various sources. Attend and monitor hearings and provide reports regarding client, agency, and other matters.

Initiate and coordinate processes such as document distributions and ensure effective information flow. Work with various service companies and governmental agencies to ensure filing accuracy. Coordinate with government agencies and other entities regarding client matters. Participated in the development and updating of the group's document review, pull and production manual, and HSR filing manual, which streamlined processes, decreased time, and significantly cut costs.

Mentor junior paralegals in the Antitrust group and firm to empower them with the tools and information necessary for a successful career as a paralegal.

June 1999 – October 2000

Practice Group Assistant/Litigation Specialist

Firm litigation specialist and senior legal assistant for the insurance defense group with practice principally in the area of litigation, including trial and appellate practice involving general commercial, bankruptcy, and insurance coverage litigation. Responsible for all phases of discovery, pre-trial and trial preparation; perform computerized and manual legal and factual research; cite-check/blue book legal briefs, memoranda and pleadings; negotiate vendor contracts; communicate with local counsel and client; supervise legal assistant clerks and contract personnel; provide support on Summation and Concordance litigation software; assist various firm teams with litigation matters including document productions, document reviews, deposition scheduling, choosing and implementing database and imaging systems, and devising and supervising database input systems.

Hollingsworth LLP, Washington, D.C. (formerly Spriggs & Hollingsworth)

August 1996 – May 1999

Paralegal

Assist litigation partner with complex, multi-party federal and state court litigation matters with a substantive focus in the areas of product liability, environmental, and toxic tort litigation. Responsible for all phases of discovery; performing legal and factual research; drafting pleadings and legal memoranda; cite checking/blue book and proofreading legal briefs, memoranda and pleadings; performing extensive research of scientific and expert witnesses; assisting with pre-trial and trial preparation, settlement and mediation conferences; and coordinating with local counsel.

EDUCATION

University of Maryland, Institute of Applied Agriculture

College Park, Maryland

Institute for Paralegal Studies, Arlington, Texas

Kings College, Charlotte, North Carolina

Ornamental Horticulture

Paralegal Certificate

Technical Certificate

AFFILIATIONS

International Paralegal Management Association

National Federation of Paralegal Associations

Employee Performance

Grievance Procedure

This procedure is adopted in accordance with the County and Municipal Employees Grievance Procedures Act, sections 8-17-110, et seq., Code of Laws of South Carolina, 1976, as amended.

A grievance is defined as any complaint by a Regular employee that s/he has been treated unfairly, unlawfully or in violation of his/her rights under county policies, with regard to any matter pertaining to his/her employment by the County. This definition includes, but is not limited to, discharge, suspension, involuntary transfer, promotion and demotion.

Matters involving compensation are not proper subjects for consideration under the grievance procedure except as they may apply to alleged inequities within an agency or department of the County. Employee performance appraisal ratings may not be the subject of a grievance before the grievance committee.

If a Regular employee believes that he/she has not received or been credited with or has otherwise lost benefits to which he/she is entitled, he/she must present his/her grievance in accordance with this procedure, or such wages or benefits may be forfeited.

Only Regular employees may appeal his/her grievance to the Richland County Grievance Committee. Employees in their initial probationary period of County employment may appeal up to the level of Department Head and no further in the process. Department Heads may appeal up to the Assistant County Administrator responsible for their area of operations.

An employee who feels that he/she has a grievance must follow the following procedure:

Discuss the grievance with his/her immediate Supervisor. If his/her Supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.

Follow the chain of command, appealing to each successive level of supervision. At each level each Supervisor will have two (2) work days to render a decision. The Supervisor has two days to review the grievance, respond to the grievance and forward to the next level of supervision in the chain of command. If a Supervisor at a particular level is unavailable to consider the grievance, it is considered denied and the employee may appeal to the next level of supervision.

If the Department Head in which the employee is employed denies the grievance, this decision is final as to any grievance brought by an employee in their initial probationary period of County employment.

Employee Performance

An employee, other than one serving an initial probationary period, may appeal to the employee grievance committee the denial of his/her grievance by the Department Head, by filing a written request for appeal with Human Resources Department. This must be done within fourteen (14) calendar days of date that the facts on which the grievance are based become known to the employee. The written request for appeal must include the purpose of the appeal and what recommendation is requested of the grievance committee.

HUMAN RESOURCES DEPARTMENT will assist the employee in preparing the appeal, if requested.

Within ten (10) days of receipt of the employee's request, the Chair of the Grievance Committee should schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department and HUMAN RESOURCES DEPARTMENT.

The Employee Grievance Committee

The County Council will appoint a committee composed of seven (7) employees to serve for staggered terms of three (3) years, except that the members appointed initially will be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms will expire each year.

A member will continue to serve after the expiration of his term until a successor is appointed.

Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term will be for the unexpired term.

Any member may be appointed for succeeding terms at the discretion of the County Council.

All members will be selected on a broadly representative basis from among County employees



Employee Performance

Members employed in the same department as the grieving employee and members who have formed an opinion on the issues prior to the hearing, will not participate in that employee's hearing.

The Council will qualify and appoint no fewer than one (1) and no more than four (4) employees to serve for a term of three (3) years as alternate members of the Employee Grievance Committee. In the event three (3) or more permanent members of the committee are disqualified or otherwise unable to participate in a grievance proceeding, such that a quorum of the committee as required by this section would otherwise be unavailable, a sufficient number of alternate members should be called to constitute a quorum so that the grievance may be heard.

Alternate members may seek appointment as interim or permanent committee members as vacancies occur, in which event the council will designate replacement for such alternate members so chosen for full membership on the committee.

The committee annually will select its own chair from among its members. The chair will serve as the presiding officer at all hearings which s/he attends, but may designate some other member to serve as presiding officer in his/her absence. The chair will have authority to schedule and to re-schedule all hearings.

A quorum consists of at least five (5) members, and no hearings may be held without a quorum.

The presiding officer will have control of the proceedings. He/She will take whatever action is necessary to ensure an equitable, orderly and expeditious hearing. Parties will abide by his/her decisions, except when a committee member objects to a decision to accept or reject evidence, in which case the majority vote of the committee will govern.

The committee has the authority to call for files, records and papers which are pertinent to the investigation and which are subject to the control of the County Council; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses; to consider the results of polygraph examinations; and to secure the service of a recording secretary at its discretion. The committee has no authority to subpoena witnesses, documents or other evidence, nor will any County employee be compelled to attend any hearing. All proceedings will be tape-recorded by the Legal Department. Witnesses, other than the grieving employee and the department representative, will be sequestered when not testifying. All witnesses will testify under oath.

All hearings will be held in executive session unless the grieving employee requests at the beginning of the hearing that it be held in open session. The official tape recording and the official minutes of all hearings will be subject to the control and disposition of County Council.

Employee Performance

Neither the grieving employee nor the department may be assisted by advisors or by attorneys during the hearing itself. The Committee may, in its discretion, request the assistance of counsel to advise the committee in dealing with any legal issues that arise in the course of considering a grievance. HUMAN RESOURCES DEPARTMENT will provide assistance in reading written materials to the committee at the request of a grieving employee.

When a grievance involves disciplinary action, the employee must receive a reasonably specific and detailed written notice of the nature of the acts or omissions that are the basis for the disciplinary action. This notice may be amended at any time twenty-four (24) hours or more before the commencement of the hearing. The department will make the first presentation.

In grievances not involving disciplinary actions, the employee must establish to the Grievance Committee that a right existed and that it was denied him/her unfairly, illegally or in violation of a County policy. The employee will make the first presentation.

In all grievances, the grieving employee and the department will each be limited to one (1) hour of initial presentation. The party required to make the first presentation will be entitled to a ten (10) minute rebuttal of the other party's presentation. The chair will appoint someone on the committee as timekeeper.

In all grievances, presentations may be oral or in writing or both and may be supported by affidavits or unsworn signed statements from witnesses, by records, other documentary evidence, photographs and other physical evidence. Presentations will be made by the grieving employee (with reading assistance from HUMAN RESOURCES DEPARTMENT, if the employee desires) and by a managerial employee of the affected department. Neither party may call witnesses or question the other party, or question any witness called by the Committee. While either party may request that the Committee ask certain questions of witnesses or address parties, the Committee is not required to do so.



Employee Performance

Except as provided below, within twenty (20) days after hearing an appeal, the Committee will make its findings and recommendation and report such findings and recommendation in writing to the County Administrator. After considering the Committee's findings and recommendations, the County Administrator will forward to the County Council both the Committee's findings and recommendations and his evaluation and recommendation. If the Council approves the findings and the recommendation of the Committee, a copy of the decision will be transmitted to the employee and to the head of the particular department involved along with notice that Council approved the decision. If, however, the Council disagrees in any respect with the findings or recommendation, the Council will make its own decision without further hearing, and that decision will be final. Copies of the Council decision will be transmitted to the employee and to the head of the particular department involved.



If the Administrator, in his/her sole discretion, believes that he/she is unable to give Council an objective recommendation and evaluation of the grievance, he/she will forward the Committee's findings and recommendations without adding his/her own evaluation and recommendation.

In grievances involving the failure to promote or transfer, or the discipline or discharge of personnel employed in or seeking assignment to departments under the direction of an elected official or an official appointed by an authority outside County government, the Committee will, within twenty (20) days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to such official. If the official approves, the recommendation of the Committee will be his/her decision and a copy of the decision will be communicated by the Committee to the employee. If, however, the official rejects the decision of the Committee, the official will make his/her own decision without further hearing, and that decision will be final. A copy of the Official's decision should be communicated to the employee.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the County or an elected or appointed official to terminate any employee when the County or respective elected or appointed official considers such action to be necessary for the good of the County.

Grievance Procedure Amendment

Grievance Procedure

This procedure is adopted in accordance with the County and Municipal Employees Grievance Procedures Act, sections 8-17-110, et seq., Code of Laws of South Carolina, 1976, as amended.

A grievance is defined as any complaint by a Regular employee that s/he has been treated unfairly, unlawfully or in violation of his/her rights under county policies, with regard to any matter pertaining to his/her employment by the County. This definition includes, but is not limited to, discharge, suspension, involuntary transfer, promotion and demotion.

Matters involving compensation are not proper subjects for consideration under the grievance procedure except as they may apply to alleged inequities within an agency or department of the County. Employee performance appraisal ratings may not be the subject of a grievance before the grievance committee.

If a Regular employee believes that he/she has not received or been credited with or has otherwise lost benefits to which he/she is entitled, he/she must present his/her grievance in accordance with this procedure, or such wages or benefits may be forfeited.

Only Regular employees may appeal his/her grievance to the Richland County Grievance Committee. Employees in their initial probationary period of County employment may appeal up to the level of Department Head and no further in the process. Department Heads may appeal up to the Assistant County Administrator responsible for their area of operations.

An employee who feels that he/she has a grievance must follow the following procedure:

Discuss the grievance with his/her immediate Supervisor. If his/her Supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.

Follow the chain of command, appealing to each successive level of supervision. At each level each Supervisor will have two (2) work days to render a decision. The Supervisor has two days to review the grievance, respond to the grievance and forward to the next level of supervision in the chain of command. If a Supervisor at a particular level is unavailable to consider the grievance, it is considered denied and the employee may appeal to the next level of supervision.

If the Department Head in which the employee is employed denies the grievance, this decision is final as to any grievance brought by an employee in their initial probationary period of County employment.

An employee, other than one serving an initial probationary period, may appeal to the employee grievance committee the denial of his/her grievance by the Department Head, by filing a written request for appeal with Human Resources Department. This must be done within fourteen (14)

calendar days of date that the facts on which the grievance are based become known to the employee. The written request for appeal must include the purpose of the appeal and what recommendation is requested of the grievance committee.

HUMAN RESOURCES DEPARTMENT will assist the employee in preparing the appeal, if requested.

Within ten (10) days of receipt of the employee's request, the Chair of the Grievance Committee should schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department and HUMAN RESOURCES DEPARTMENT.

The Employee Grievance Committee

The County Council will appoint a committee composed of seven (7) employees to serve for staggered terms of three (3) years, except that the members appointed initially will be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms will expire each year.

A member will continue to serve after the expiration of his term until a successor is appointed.

Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term will be for the unexpired term.

Any member may be appointed for succeeding terms at the discretion of the County Council.

All members will be selected on a broadly representative basis from among County employees

Members employed in the same department as the grieving employee and members who have formed an opinion on the issues prior to the hearing, will not participate in that employee's hearing.

The Council will qualify and appoint no fewer than one (1) and no more than four (4) employees to serve for a term of three (3) years as alternate members of the Employee Grievance Committee. In the event three (3) or more permanent members of the committee are disqualified or otherwise unable to participate in a grievance proceeding, such that a quorum of the committee as required by this section would otherwise be unavailable, a sufficient number of alternate members should be called to constitute a quorum so that the grievance may be heard.

Alternate members may seek appointment as interim or permanent committee members as vacancies occur, in which event the council will designate replacement for such alternate members so chosen for full membership on the committee.

The committee annually will select its own chair from among its members. The chair will serve as the presiding officer at all hearings which s/he attends, but may designate some other member to serve as presiding officer in his/her absence. The chair will have authority to schedule and to reschedule all hearings.

A quorum consists of at least five (5) members, and no hearings may be held without a quorum.

The presiding officer will have control of the proceedings. He/She will take whatever action is necessary to ensure an equitable, orderly and expeditious hearing. Parties will abide by his/her decisions, except when a committee member objects to a decision to accept or reject evidence, in which case the majority vote of the committee will govern.

The committee has the authority to call for files, records and papers which are pertinent to the investigation and which are subject to the control of the County Council; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses; to consider the results of polygraph examinations; and to secure the service of a recording secretary at its discretion. The committee has no authority to subpoena witnesses, documents or other evidence, nor will any County employee be compelled to attend any hearing. All proceedings will be tape recorded ~~by the Legal Department~~. Witnesses, other than the grieving employee and the department representative, will be sequestered when not testifying. All witnesses will testify under oath.

All hearings will be held in executive session unless the grieving employee requests at the beginning of the hearing that it be held in open session. The official tape recording and the official minutes of all hearings will be subject to the control and disposition of County Council.

Neither the grieving employee nor the department may be assisted by advisors or by attorneys during the hearing itself. The Committee may, in its discretion, request the assistance of counsel to advise the committee in dealing with any legal issues that arise in the course of considering a grievance. HUMAN RESOURCES DEPARTMENT will provide assistance in reading written materials to the committee at the request of a grieving employee.

When a grievance involves disciplinary action, the employee must receive a reasonably specific and detailed written notice of the nature of the acts or omissions that are the basis for the disciplinary action. This notice may be amended at any time twenty-four (24) hours or more before the commencement of the hearing. The department will make the first presentation.

In grievances not involving disciplinary actions, the employee must establish to the Grievance Committee that a right existed and that it was denied him/her unfairly, illegally or in violation of a County policy. The employee will make the first presentation.

In all grievances, the grieving employee and the department will each be limited to one (1) hour of initial presentation. The party required to make the first presentation will be entitled to a ten (10) minute rebuttal of the other party's presentation. The chair will appoint someone on the committee as timekeeper.

In all grievances, presentations may be oral or in writing or both and may be supported by affidavits or unsworn signed statements from witnesses, by records, other documentary evidence, photographs and other physical evidence. Presentations will be made by the grieving employee (with reading assistance from HUMAN RESOURCES DEPARTMENT, if the employee desires) and by a managerial employee of the affected department. Neither party may call witnesses or question the other party, or question any witness called by the Committee. While either party

may request that the Committee ask certain questions of witnesses or address parties, the Committee is not required to do so.

Except as provided below, within twenty (20) days after hearing an appeal, the Committee will make its findings and recommendation and report such findings and recommendation in writing to the County Administrator and to the Clerk of Council. The Clerk shall place the Grievance on the next available Council Agenda for report, which shall include the evaluation and recommendation of the County Administrator. If the County Administrator is unable to complete the necessary evaluation and recommendation prior to the Friday before the next meeting of the Council, the Administrator may request of the Council Chair that the item be deferred to a later Council meeting. It shall be the sole discretion of the Chair whether to grant the deferral, but if granted, the Chair shall notify the Council of the deferral and the expected date the Administrator's evaluation and recommendation. After considering the Committee's findings and recommendations, the County Administrator will forward to the County Council both the Committee's findings and recommendations and his evaluation and recommendation. If the Council approves the findings and the recommendation of the Committee, a copy of the decision will be transmitted to the employee and to the head of the particular department involved along with notice that Council approved the decision. If, however, the Council disagrees in any respect with the findings or recommendation, the Council will make its own decision without further hearing, and that decision will be final. Copies of the Council decision will be transmitted to the employee and to the head of the particular department involved.

If the Administrator, in his/her sole discretion, believes that he/she is unable to give Council an objective recommendation and evaluation of the grievance, he/she will forward the Committee's findings and recommendations without adding his/her own evaluation and recommendation.

In grievances involving the failure to promote or transfer, or the discipline or discharge of personnel employed in or seeking assignment to departments under the direction of an elected official or an official appointed by an authority outside County government, the Committee will, within twenty (20) days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to such official. If the official approves, the recommendation of the Committee will be his/her decision and a copy of the decision will be communicated by the Committee to the employee. If, however, the official rejects the decision of the Committee, the official will make his/her own decision without further hearing, and that decision will be final. A copy of the Official's decision should be communicated to the employee.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the County or an elected or appointed official to terminate any employee when the County or respective elected or appointed official considers such action to be necessary for the good of the County.

Except as provided below, within (20) days after hearing an appeal, the Committee will make its findings and recommendation and report such findings and recommendation in writing to the County Administrator and to the Clerk of Council. The Clerk shall place the Grievance on the next available Council Agenda for report, which shall include the evaluation and recommendation of the County Administrator. If the County Administrator is unable to complete the necessary evaluation and recommendation prior to the Friday before the next meeting of the Council, the Administrator may request of the Council Chair that the item be deferred to a later Council meeting. It shall be the sole discretion of the Chair whether to grant the deferral, but if granted, the Chair shall notify the Council of the deferral and the expected date the Administrator's evaluation and recommendation.



a) Supplemental Intergovernmental Agreement: Farrow Road and Pisgah Church Road Intersection Improvement

Discussion Point:

Included in your agenda you will find a supplemental intergovernmental agreement between the County and SCDOT for the Farrow Road and Pisgah Church Road Intersection Improvement. The sole purpose of this agreement is to add SCDOT as the condemnor with the County against the S.C. Department of Disabilities and Special Needs (DDNS) for this project only. The hope is this will help resolve this condemnation.

Status:

The Committee recommendation was for approval of this Supplemental IGA

Sixth Supplemental Agreement to the Cooperative Intergovernmental Agreement between Richland County, South Carolina, and the South Carolina Department of Transportation for the Richland County Sales Tax Transportation Program

THIS SIXTH SUPPLEMENTAL AGREEMENT is made this ____ day of _____, 2016, by and between **Richland County (the “County”)** and the **South Carolina Department of Transportation (“SCDOT”)**.

WITNESSETH:

WHEREAS, on February 7, 2014, the County and SCDOT entered into a Cooperative Intergovernmental Agreement with regard to certain projects to be undertaken under the Richland County Sales Tax Transportation Program; and

WHEREAS, in connection with the Farrow Road and Pisgah Church Road Intersection Improvement, the County has requested assistance from SCDOT in the acquisition of the right of way on property currently occupied by the South Carolina Department of Disabilities and Special Needs; and

WHEREAS, SCDOT is agreeable to providing such assistance under the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the people of Richland County and the State of South Carolina, the parties agree as follows.

I. Project

The project which is the subject of this Agreement is the Farrow Road and Pisgah Church Road Intersection Improvement (hereinafter referred to as “PROJECT”). These roads are state highways owned and maintained by SCDOT as part of the State Highway System. The County is using a portion of its sales tax program money to fund the improvement of these state roads.

II. Right of Way Acquisition for Tract 5

The right of way necessary for the PROJECT includes certain property currently owned and/or occupied by the South Carolina Department of Disabilities and Special Needs, shown as

“Tract 5” on the plans for the PROJECT, SCDOT Project No. 28869, Sheet No. 4A , a copy of which is attached hereto and made a part hereof as “Exhibit A” (hereinafter referred to as “Tract 5.”

III. SCDOT Responsibilities

SCDOT agrees to allow the County to acquire the right of way necessary from Tract 5 in the name of SCDOT.

IV. County Responsibilities

The County agrees to be responsible for all costs associated with the acquisition of right of way from Tract 5, including but not limited to the costs of right of way acquisition services (engineering services, appraisal fees, consultant fees, attorney fees, court fees, etc.) and the costs of right of way acquisition (deposit of tender of just compensation, all final judgments or verdicts, or settlement amounts, including any interest). The County will also provide legal counsel to represent SCDOT in the matter.

V. No other changes

Unless expressly provided herein, all provisions of the Cooperative Intergovernmental Agreement of February 7, 2014, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

Witness

By: _____
Chairman, Richland County Council

Attest: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance and Administration
or Designee

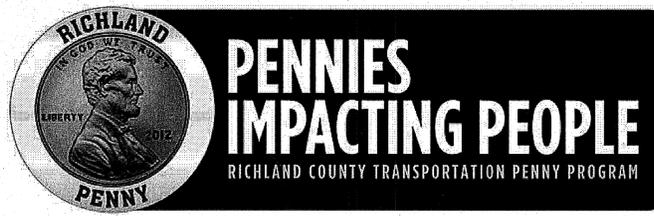
Attest: _____

RECOMMENDED BY:

By: _____
Deputy Secretary for Engineering or Designee

By: _____
Chief Procurement Officer or Designee

Exhibit A
Project Plans as to Tract 5



RELEASE FOR
CONSTRUCTION PLANS

Design Reference for these plans is the:
TRB SPECIAL REPORT 214:
DESIGNING SAFER ROADS:
PRACTICES FOR RESURFACING,
RESTORATION AND REHABILITATION

PROPOSED PLANS
FOR
RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM
SCDOT PROJECT ID 28869 / RPP PROJ NO.: 296
DESIGN-BUILD INTERSECTIONS PACKAGE A
S.C. RTE. 555 (FARROW RD.) AND S-40-34 (PISGAH CHURCH RD.)

NPDES PERMIT INFORMATION

Disturbed Area = 2.545 Acre(s)
Permitted Area = 4.333 Acre(s)

Approximate Location of Roadway is
Latitude 34° 05' 35"
Longitude 80° 58' 12"

Hydraulic and NPDES Design
provided by:
CECS, Inc.

S.C. RTE. 555 / S-40-34
INTERSECTION IMPROVEMENTS

ENVIRONMENTAL PERMIT INFORMATION

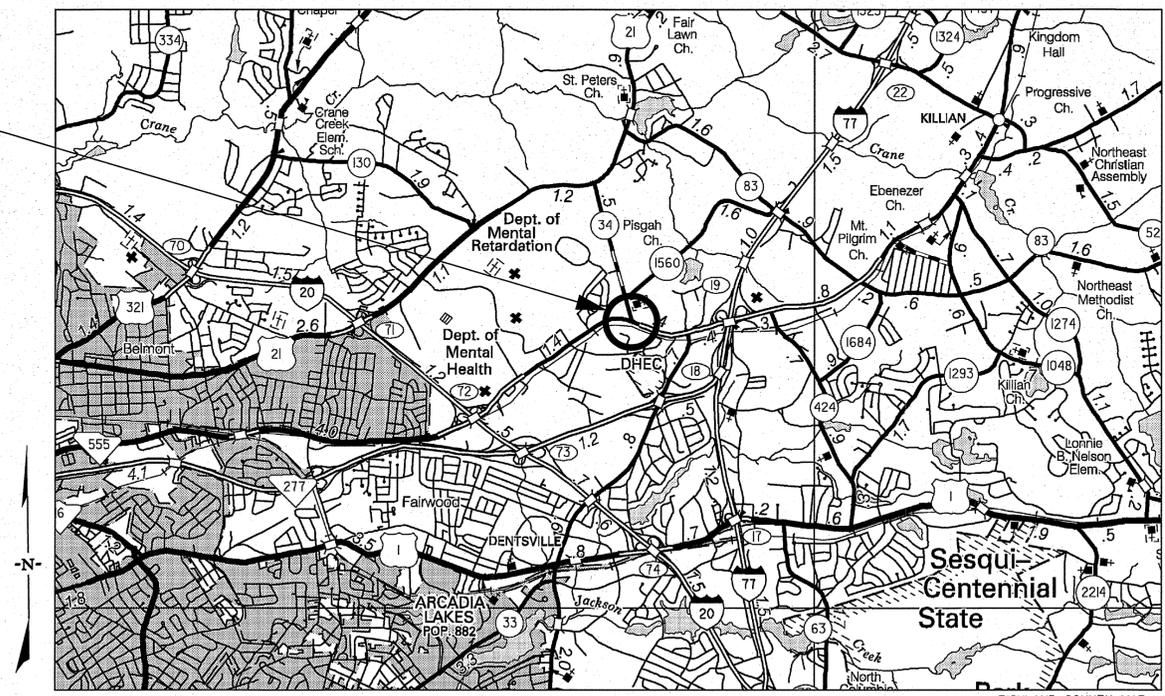
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NEPA DOCUMENT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
401 CERTIFICATION	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
OCRM CAP	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
NAVIGABLE WATERS	<input type="checkbox"/> SC	<input type="checkbox"/> USCG	<input type="checkbox"/> USACE	<input checked="" type="checkbox"/> N/A

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 811
SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?
YES NO

TRAFFIC DATA

	S.C. RTE. 555 (FARROW RD.)	S-40-34 (PISGAH CHURCH RD.)
2017 ADT	15200	5450
2037 ADT	16800	6020
TRUCKS	10 %	



LAYOUT
(NOT TO SCALE)

	S.C. RTE. 555 (FARROW RD.)	S-40-34 (PISGAH CHURCH RD.)	TOTAL
NET LENGTH OF ROADWAY	0.259 MILES	0.082 MILES	0.341 MILES
NET LENGTH OF BRIDGES	0.000 MILES	0.000 MILES	0.000 MILES
NET LENGTH OF PROJECT	0.259 MILES	0.082 MILES	0.341 MILES
LENGTH OF EXCEPTIONS	0.000 MILES	0.000 MILES	0.000 MILES
GROSS LENGTH OF PROJECT	0.259 MILES	0.082 MILES	0.341 MILES

EQUALITIES IN STATIONING
NONE

	S.C. RTE. 555 (FARROW RD.)	S-40-34 (PISGAH CHURCH RD.)	TOTAL
NET LENGTH OF ROADWAY	0.259 MILES	0.082 MILES	0.341 MILES
NET LENGTH OF BRIDGES	0.000 MILES	0.000 MILES	0.000 MILES
NET LENGTH OF PROJECT	0.259 MILES	0.082 MILES	0.341 MILES
LENGTH OF EXCEPTIONS	0.000 MILES	0.000 MILES	0.000 MILES
GROSS LENGTH OF PROJECT	0.259 MILES	0.082 MILES	0.341 MILES

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

CONSULTING ENGINEERING FIRM

CECS
CIVIL ENGINEERING
CONSULTING SERVICES, INC.

2000 PARK STREET
SUITE 201
COLUMBIA, S.C. 29201

For Right Of Way Acquisition:

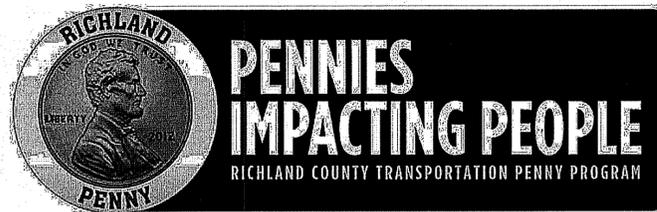
Consultant Engineer of Record Date

County Representative Date

ENGINEER OF RECORD

CECS
CIVIL ENGINEERING
CONSULTING SERVICES, INC.
No. 25789
BRUCE A. HARRIS
PROFESSIONAL ENGINEER
STATE OF SOUTH CAROLINA

FOR CONSTRUCTION Bruce A. Harris 5/2/16
DATE



FINAL RIGHT OF WAY PLANS

PROPOSED PLANS FOR RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM SCDOT PROJECT ID 28869 / RPP PROJ NO.: 296 DESIGN-BUILD INTERSECTIONS PACKAGE A S.C. RTE. 555 (FARROW RD.) AND S-40-34 (PISGAH CHURCH RD.)

Design Reference for these plans is the:

2001 AASHTO "A Policy on Geometric Design of Highways and Streets"

Hydraulic Design Reference for these plans is the:

2009 Edition of SCDOT's "Requirements for Hydraulic Design Studies"

NPDES PERMIT INFORMATION

Distrubed Area = 2.614 Acre(s)
Permitted Area = 4.347 Acre(s)

Approximate Location of Roadway is
Latitude 34° 05' 35"
Longitude 80° 58' 12"

Hydraulic and NPDES Design provided by:
CECS, Inc.

S.C. RTE. 555 / S-40-34 INTERSECTION IMPROVEMENTS

ENVIRONMENTAL PERMIT INFORMATION

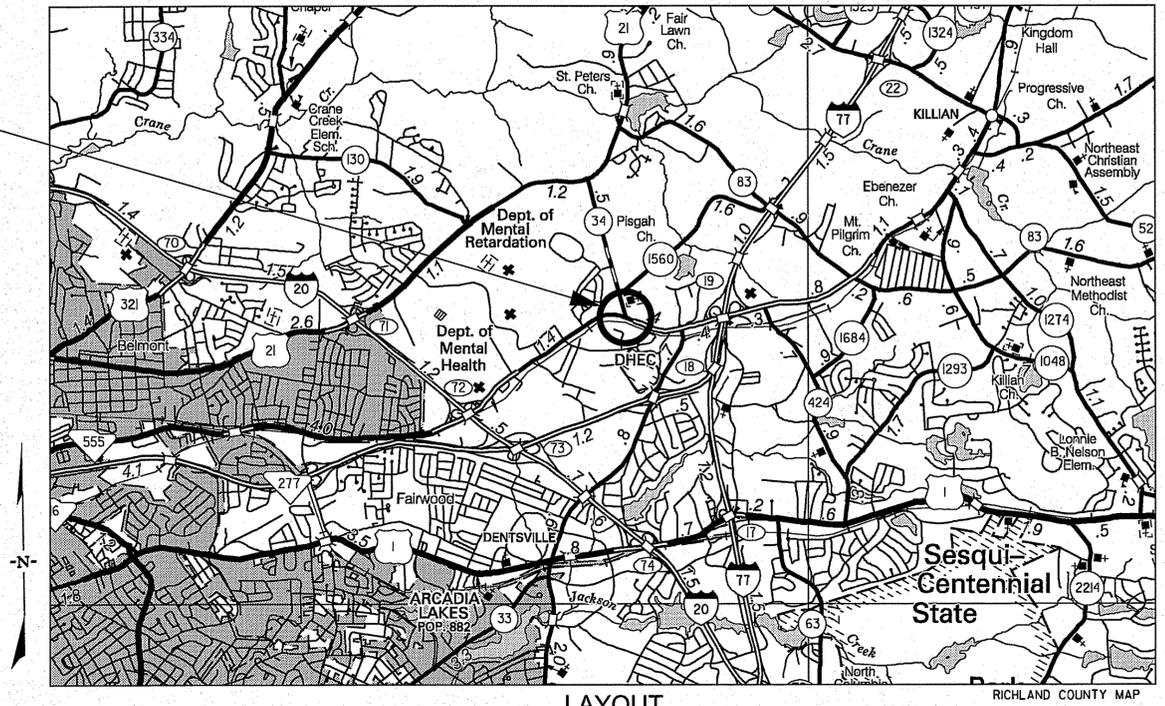
USACE PERMIT	___YES	<u>X</u> NO
NEPA DOCUMENT	___YES	<u>X</u> NO
401 CERTIFICATION	___YES	<u>X</u> NO
OCRM CAP	___YES	<u>X</u> NO
NAVIGABLE WATERS	___SC ___USCG	___USACE <u>X</u> N/A

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?
YES NO

TRAFFIC DATA

	S.C. RTE. 555 (FARROW RD.)	S-40-34 (PISGAH CHURCH RD.)
2017 ADT	15200	5450
2037 ADT	16800	6020
TRUCKS	10 %	



LAYOUT (NOT TO SCALE)

	S.C. RTE. 555 (FARROW RD.)	S-40-34 (PISGAH CHURCH RD.)	TOTAL
NET LENGTH OF ROADWAY	0.259 MILES	0.082 MILES	0.341 MILES
NET LENGTH OF BRIDGES	0.000 MILES	0.000 MILES	0.000 MILES
NET LENGTH OF PROJECT	0.259 MILES	0.082 MILES	0.341 MILES
LENGTH OF EXCEPTIONS	0.000 MILES	0.000 MILES	0.000 MILES
GROSS LENGTH OF PROJECT	0.259 MILES	0.082 MILES	0.341 MILES

EQUALITIES IN STATIONING
NONE

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

CONSULTING ENGINEERING FIRM

C E
C S

CIVIL ENGINEERING CONSULTING SERVICES, INC.
2000 PARK STREET
SUITE 201
COLUMBIA, S.C. 29201

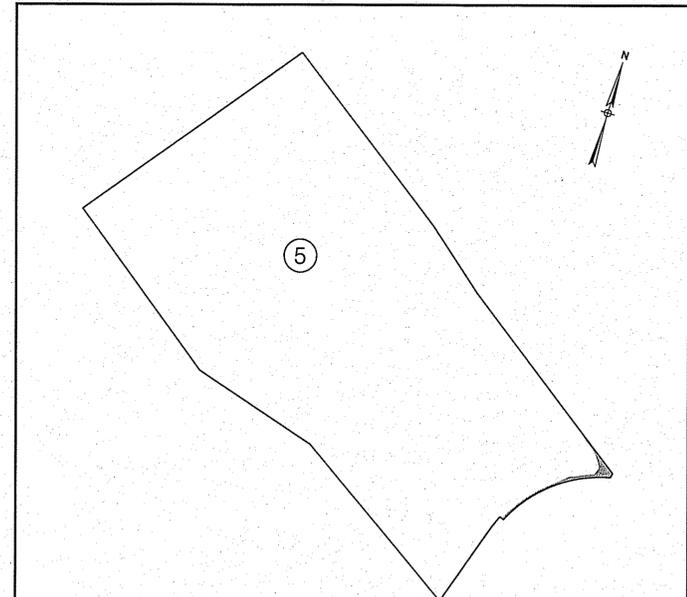
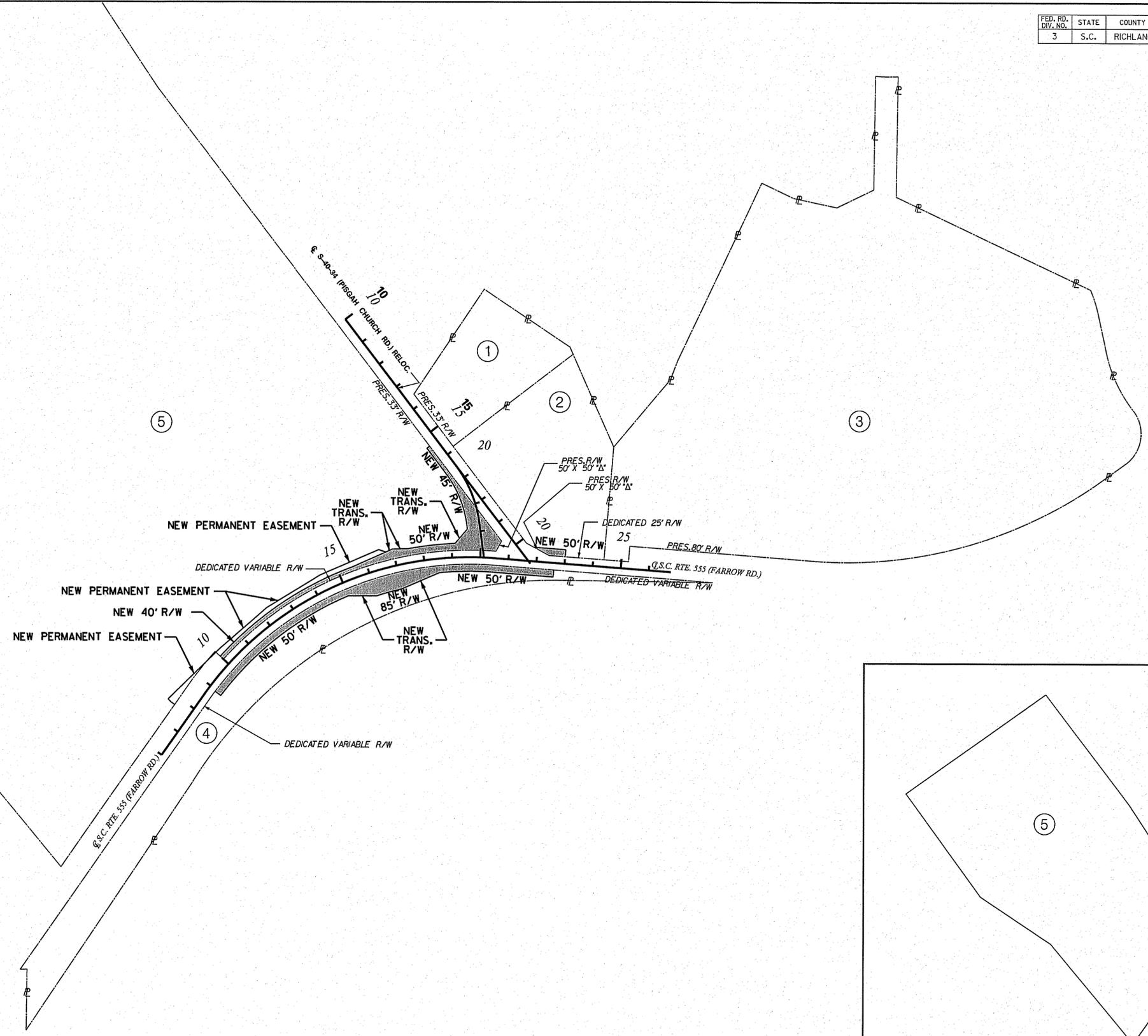
For Right Of Way Acquisition:

Bruce A. Harlin 1/12/16
Consultant Engineer of Record Date

Tony Glen 2-8-16
County Representative Date

ENGINEER OF RECORD

FOR CONSTRUCTION _____ DATE _____



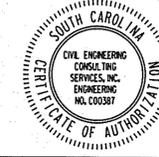
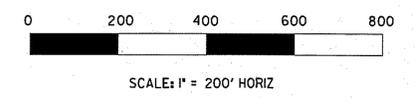
SCALE: 1" = 800' HORIZ

REVISIONS		DESCRIPTION	BY	CHECKED	REVISIONS		DESCRIPTION	BY	CHECKED
NO.	DATE				NO.	DATE			
1	05/26/16	ADDED PERMANENT EASEMENT	B.A.H.	B.G.N.					

DRAWN BY : B.A.H.
DATE : 08/02/15

REVIEWED BY : B.G.N.
DATE : 02/24/16

APPROVED BY : B.G.N.
DATE : 02/26/16



RICHLAND PENNY
DESIGN-BUILD INTERSECTIONS PACKAGE A

S.C. ROUTE 555 (FARROW ROAD) /
S-40-34 (PISGAH CHURCH ROAD)

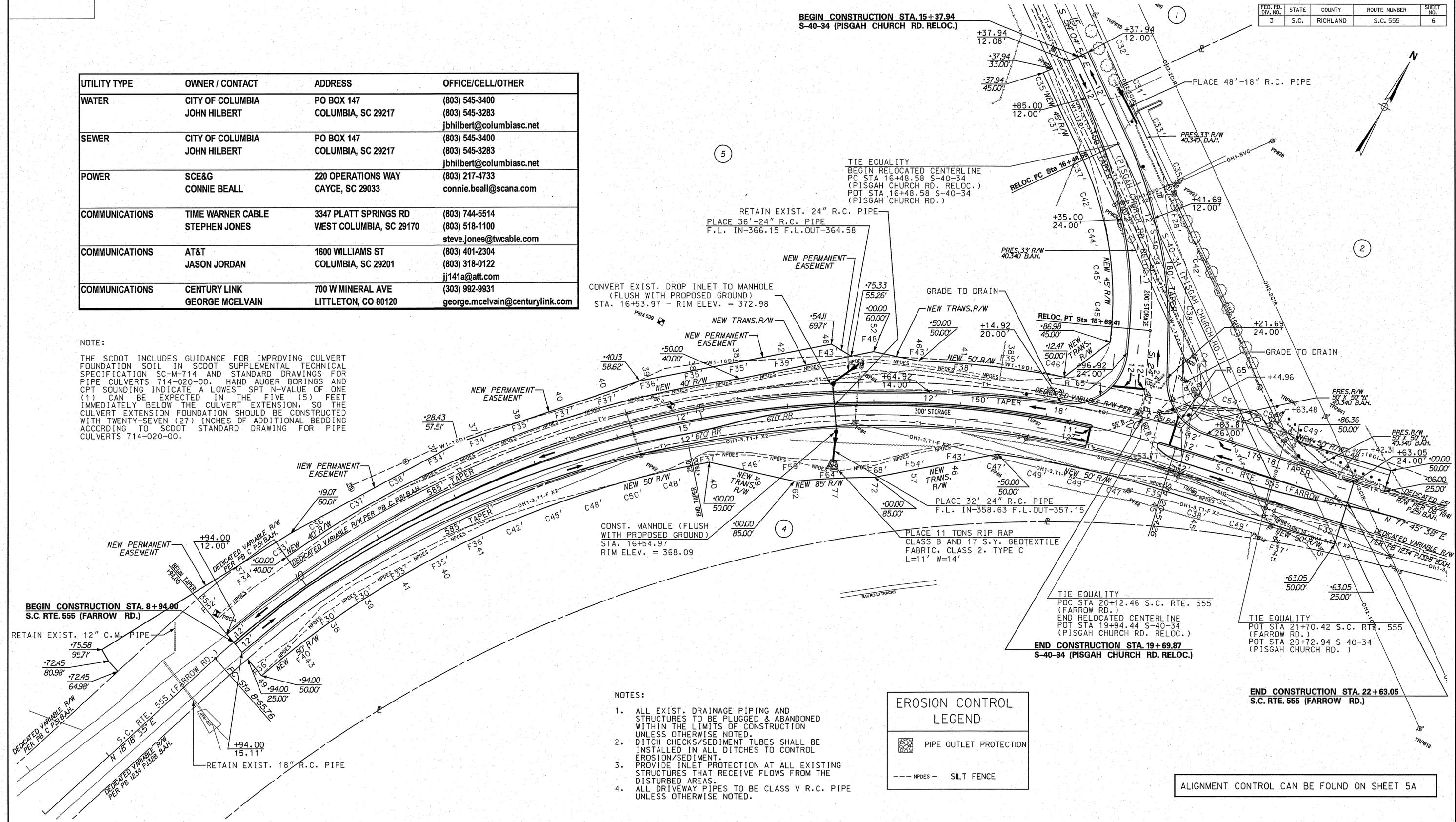
PROPERTY STRIP MAP

UTILITY TYPE	OWNER / CONTACT	ADDRESS	OFFICE/CELL/OTHER
WATER	CITY OF COLUMBIA JOHN HILBERT	PO BOX 147 COLUMBIA, SC 29217	(803) 545-3400 (803) 545-3283 jbhilibert@columbiasc.net
SEWER	CITY OF COLUMBIA JOHN HILBERT	PO BOX 147 COLUMBIA, SC 29217	(803) 545-3400 (803) 545-3283 jbhilibert@columbiasc.net
POWER	SCE&G CONNIE BEALL	220 OPERATIONS WAY CAYCE, SC 29033	(803) 217-4733 connie.beall@scana.com
COMMUNICATIONS	TIME WARNER CABLE STEPHEN JONES	3347 PLATT SPRINGS RD WEST COLUMBIA, SC 29170	(803) 744-5514 (803) 518-1100 steve.jones@twcable.com
COMMUNICATIONS	AT&T JASON JORDAN	1600 WILLIAMS ST COLUMBIA, SC 29201	(803) 401-2304 (803) 318-0122 jj141a@att.com
COMMUNICATIONS	CENTURY LINK GEORGE MCELVAIN	700 W MINERAL AVE LITTLETON, CO 80120	(303) 992-9931 george.mcelvain@centurylink.com

NOTE:

THE SCDOT INCLUDES GUIDANCE FOR IMPROVING CULVERT FOUNDATION SOIL IN SCDOT SUPPLEMENTAL TECHNICAL SPECIFICATION SC-M-714 AND STANDARD DRAWINGS FOR PIPE CULVERTS 714-020-00. HAND AUGER BORINGS AND CPT SOUNDING INDICATE A LOWEST SPT N-VALUE OF ONE (1) CAN BE EXPECTED IN THE FIVE (5) FEET IMMEDIATELY BELOW THE CULVERT EXTENSION. SO THE CULVERT EXTENSION FOUNDATION SHOULD BE CONSTRUCTED WITH TWENTY-SEVEN (27) INCHES OF ADDITIONAL BEDDING ACCORDING TO SCDOT STANDARD DRAWING FOR PIPE CULVERTS 714-020-00.

**BEGIN CONSTRUCTION STA. 15+37.94
S-40-34 (PISGAH CHURCH RD. RELOC.)**



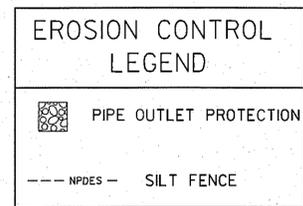
RETAIN EXIST. 24" R.C. PIPE
PLACE 36'-24" R.C. PIPE
F.L. IN=366.15 F.L. OUT=364.58

CONVERT EXIST. DROP INLET TO MANHOLE
(FLUSH WITH PROPOSED GROUND)
STA. 16+53.97 - RIM ELEV. = 372.98

CONST. MANHOLE (FLUSH WITH PROPOSED GROUND)
STA. 16+54.97
RIM ELEV. = 368.09

NOTES:

1. ALL EXIST. DRAINAGE PIPING AND STRUCTURES TO BE PLUGGED & ABANDONED WITHIN THE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED.
2. DITCH CHECKS/SEDIMENT TUBES SHALL BE INSTALLED IN ALL DITCHES TO CONTROL EROSION/SEDIMENT.
3. PROVIDE INLET PROTECTION AT ALL EXISTING STRUCTURES THAT RECEIVE FLOWS FROM THE DISTURBED AREAS.
4. ALL DRIVEWAY PIPES TO BE CLASS V R.C. PIPE UNLESS OTHERWISE NOTED.



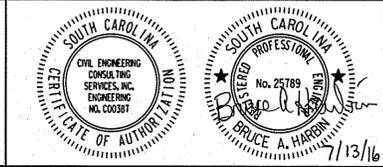
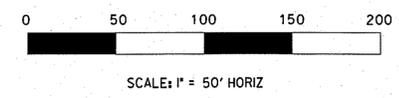
ALIGNMENT CONTROL CAN BE FOUND ON SHEET 5A

REVISIONS		DESCRIPTION	BY	CHECKED	REVISIONS		DESCRIPTION	BY	CHECKED
NO.	DATE				NO.	DATE			
1	05/26/16	ADDED PERMANENT EASEMENT	B.A.H.	B.G.N.					
2	06/29/16	REVISED CONSTRUCTION AND NPDES LIMITS	B.A.H.	B.G.N.					
3	07/13/16	ADDED PRES. R/W LABELS	B.A.H.	B.G.N.					

DRAWN BY : B.A.H.
DATE : 08/02/15

REVIEWED BY : B.G.N.
DATE : 02/24/16

APPROVED BY : B.G.N.
DATE : 02/26/16



RICHLAND PENNY
DESIGN-BUILD INTERSECTIONS PACKAGE A

S.C. ROUTE 555 (FARROW ROAD) /
S-40-34 (PISGAH CHURCH ROAD)

PLAN SHEET



b) Right of way acquisition: Clemson Road and North Springs Intersection Improvement

Discussion Point:

Council members were provided right of way agent data sheets for multiple tracts necessary to construct the intersection improvement of Clemson Road and North Springs.

Status:

The Committee recommendation was for approval to acquire these tracts



c) Utility undergrounding estimate: Atlas Road Widening

Discussion Point:

Council directed staff to bring back utility undergrounding estimates for widening projects. Staff is now in position to provide such an estimate for consideration on this project, and it's included in this agenda.

Status:

The Committee recommended not moving forward with undergrounding of utilities on this project.



Atlas Rd Widening RCP No. 271

Undergrounding Utilities Cost Estimate

September 7, 2016

Cost Estimate:

Utility	Description	Total cost	Richland County cost	Utility Cost
SCE&G	Direct Bury Electrical System	\$7,412,000	\$6,425,920 (86%)	\$1,046,080 (14%)
Communications	Direct Bury Communications System	\$1,650,504	\$1,650,504 (100%)	\$0 (0%)
Total		\$9,062,504	\$8,046,424	\$1,046,080

Cost Summary:

- **SCE&G Undergrounding construction and relocation = \$7.4M total or \$2.6M per mile (includes construction of the conduits and relocation of the electrical lines)**
- **Communications Undergrounding construction = \$1.6M total or \$590K per mile (includes construction of the conduits but NOT relocation of the communication lines)**
- **Total Undergrounding Relocation = \$9.1M total or \$3.2M per mile**

Assumptions:

- Total length of project = 14,800 LF
- Undergrounding along Atlas Rd only and not along any side roads
- Does not include Street Lighting costs, if required
- SCE&G's design assumptions:
 - Includes a conduit system direct buried in the roadway shoulder. Access will be provided with handholes in lieu of large concrete vaults.
 - SCE&G's design includes directionally drilling both railroads and necessary right-of-way clearing
 - Anticipated to have 86% prior rights
- Communications design assumptions:
 - Relocated communications include AT&T, Time Warner Cable and Spirit
 - Relocated communications can be direct buried in roadway shoulder opposite the SCE&G conduits
 - Assumed for each utility: (2) 4-inch conduits and 1 handhole per 2 properties on both sides of the roadway
 - Do not anticipate any prior rights



d) Utility undergrounding estimate: Clemson Road Widening

Discussion Point:

Council directed staff to bring back utility undergrounding estimates for widening projects. Staff is now in position to provide such an estimate for consideration on this project, and it's included in this agenda.

Status:

The Committee recommended not moving forward with undergrounding of utilities on this project.



Clemson Road Widening RCP No. 276

Undergrounding Utilities Cost Estimate

September 7, 2016

Cost Estimate:

Utility	Description	Total cost	Richland County cost	Utility Cost
SCE&G	Direct Bury Electrical System	\$5,156,000	\$4,640,400 (90%)	\$515,600 (10%)
Communications	Direct Bury Communications System	\$962,142	\$962,142 (100%)	\$0 (0%)
Total		\$6,118,142	\$5,602,542	\$515,600

Cost Summary:

- **SCE&G Undergrounding Relocation = \$5.2M total or \$2.8M per mile (includes construction of the conduits and relocation of the electrical lines)**
- **Communications Undergrounding Relocation = \$962K total or \$524K per mile (includes construction of the conduits but NOT relocation of the communication lines)**
- **Total Undergrounding Relocation = \$6.1M total or \$3.3M per mile**

Assumptions:

- Total length of project = 9,700 LF
- Undergrounding along Clemson Rd only and not along any side roads
- Does not include Street Lighting costs, if required
- SCE&G's design assumptions:
 - Includes a conduit system direct buried in the roadway shoulder. Access will be provided with handholes in lieu of large concrete vaults.
 - Anticipated to have 90% prior rights
- Communications design assumptions:
 - Relocated communications include AT&T, Time Warner Cable and Spirit
 - Relocated communications can be direct buried in roadway shoulder opposite the SCE&G conduits
 - Assumed for each utility: (2) 4-inch conduits and 1 handhole per 2 properties on both sides of the roadway
 - Do not anticipate any prior rights



e) Construction contract award: Sidewalk package S-5, Senate Street

Discussion Point:

Included in your agenda is a recommendation letter to award construction of Senate Street to Armstrong Contractors, LLC. This project was advertised as a sheltered market project exclusive to SLBE contractors. Armstrong Contractors is an SLBE with Richland County.



September 7, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: 2015 Sidewalk Package S-5
Project Number: PDT-442-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, August 24, 2016 at the Richland County Office of Procurement at 2020 Hampton Street for the 2015 Sidewalk Pkg. S-5 Project. Three bids were received from Certified Richland County SLBE firms via the County's Sheltered Market Program.

The bids, as submitted, were as follows:

Orion Constructions Co.	\$155,905.00
CBD, Inc.	\$122,404.00
Armstrong Contractors LLC	\$116,677.00

After reviewing the unit prices and quantity calculations, the following bids were adjusted as follows due to mathematical errors by two of the bidders listed below:

Orion Constructions Co.	\$153,901.00
CBD, Inc.	\$132,404.00
Armstrong Contractors LLC	\$116,677.00 (price remains the same)

The Project manual states that if the Offeror miscalculates the extended price, the unit price will govern.

The Engineer's Estimate for this project was \$142,891.33.

The project is funded by the Richland County Transportation Penny and was offered via the County's Sheltered Market Program exclusively to SLBE businesses. A Mandatory Pre-Bid Conference was held on July 27, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) SLBE Certified firms.

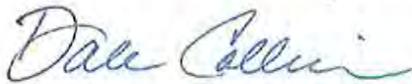
Further review shows that Armstrong Contractors LLC is duly licensed in South Carolina to perform this work. A copy of their license and SLBE Certificate is attached. As Armstrong Contractors has an Unlimited General Contractor's License, this contractor is fully capable of completing 100% of the work scope as an SLBE Certified vendor.

Attached is a final bid tab sheet for your reference which indicates the low bid to be within 10% of the Engineer's Estimated Cost for the project. A review of the contract with the low bid shows a commitment of 90% utilization of Small Local Business Enterprise (SLBE) companies (Prime Contractor and Sub-Contractors) which meets the goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Armstrong Contractors LLC in the amount of \$116,677.00. It is further recommended that the approval of the award also include a 10% contingency of \$11,667.70.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form Armstrong Contractors LLC
Corrected Bid Tab
Mandatory Pre-Bid Sign In Sheet
Engineer's Estimate Comparison
Armstrong Contractors LLC, License Confirmation
Armstrong Contractors LLC, SLBE Certificate
Armstrong Contractors LLC, SLBE Participation Sheet

(6) **BID FORM**

SIDEWALK PACKAGE S5
SENATE STREET

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for the above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within ten (10) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.
- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

ADDENDUM NUMBER

DATE

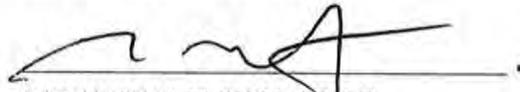
1
2

7/29/16
8/22/16

BY: Mike Armstrong

Armstrong Contractors
CONTRACTORS'S NAME

CLG-107878GC
CONTRACTOR'S LICENSE NO.


INDIVIDUAL'S SIGNATURE

P.O. Box 291053
CONTRACTOR'S ADDRESS

Col. SC. 29229
CITY, STATE, ZIP

ITEM #	DESCRIPTION	UNITS	Senate Street	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1.00	6000.00	6,000.00
1050800	CONS. STAKES, LINES AND GRADES	LS	1.00	3000.00	3,000.00
1071000	TRAFFIC CONTROL	LS	1.00	3000.00	3,000.00
2014000	SELECTED CLEARING AND GRUBBING	LS	1.00	5,000.00	5,000.00
2016000	SELECTED REM. OF MARKED TREES	LS	1.00	8,000.00	8,000.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVING	SY	144.00	40.00	5,760.00
2031000	UNCLASSIFIED EXCAVATION	CY	79.00	50.00	3,950.00
2033000	BORROW EXCAVATION	CY	5.00	100.00	500.00
3069900	MAINTENANCE STONE	TON	20.00	120.00	2,400.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	1.60	1000.00	1,600.00
4030340	HM ASPHALT SURFACE COURSE TYPE C	TON	20.00	250.00	5,000.00
6051120	PERM. CONS SIGNS (GRND MOUNTED)	SF	216.00	12.00	2,592.00
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	112.00	25.00	2,800.00
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	12.00	75.00	900.00
7203210	CONCRETE C & G (2'-0") VERT.	LF	711.00	30.00	21,330.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	262.00	50.00	13,100.00
7204900	DETECTABLE WARNING SURFACE	SF	75.00	25.00	1,875.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	168.00	60.00	10,080.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	150.00	65.00	9,750.00
8081000	MOVING ITEM 1 - RELOCATE EXISTING SIGN	EA	1.00	250.00	250.00
8081000	MOVING ITEM 2 - RELOCATE EXISTING SIGN	EA	1.00	250.00	250.00
8081000	MOVING ITEM 3 - RELOCATE EXISTING WATER VALVE	EA	1.00	250.00	250.00
8081000	MOVING ITEM 4 - RELOCATE EXISTING SIGN	EA	1.00	250.00	250.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.248	5000.00	12,400.00
8153000	SILT FENCE	LF	750.00	8.00	6,000.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	72.00	25.00	1,800.00
				TOTAL	116,677.00

Contractor's Name Armstrong Contractors LLC

Date 8/24/16



Richland County Small Local Business Enterprises Directory of Certified SLBEs

ARM Environmental Services, Inc.

Mr. Richard Pittenger

1210 1st Street S Ext

Columbia, SC 29209

Office: (803) 783-2587 Fax: (803) 783-2587

Email: rpittenger@armenv.com

Area of Work:

Well Drilling, Soil Test Drilling, and Underground Tank Removal

Date Certified: 2/9/2016 - 2/9/2018

NAICS Code:

237110, 238910

Armstrong Contractors, LLC

Mr. Michael Armstrong

600 Longtown Road

Columbia, SC 29229

Office: (803) 788-1190 Fax: (803) 454-0722

Email: mike@armstrongcontractors.com

Area of Work:

Site Preparation, Soil Stabilization (Lime, Cement), Asphalt Paving, Striping, and Water & Sewer Line Construction

Date Certified: 3/23/2015 - 3/23/2017

NAICS Code:

237110, 237310, 238910

Print this page

Board: Commercial Contractors

ARMSTRONG CONTRACTORS LLC

600 LONGTOWN RD
COLUMBIA, SC 29229-0018
(803) 788-1190

License number: 107878

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2018

First Issuance Date: 01/28/2003

Classification: AP5 WL5

President / Owner: MICHAEL ARMSTRONG

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

[MICHAEL A ARMSTRONG - \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS ***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

The goal for contracting work to SLBE subcontractors is 90 %.

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
Self Perform			100%

¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

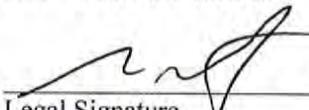
² Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 24 day of Aug, 2016

Armstrong Contractors
 Company


 Legal Signature

Notary Public for SC My Commission Expires: 12/4/2016

Lynne K. Hood



2016 Sidewalk -Senate

Pre-Bid -10:00 AM

July 27, 2016

	Name	Organization	E-mail	Phone
1.	Dale Collier	Richland Penny	dcollier@richlandpenny.com	803-917-6258
2.	Jane + Jones	Richland Penny	JJones@richlandpenny.com	"
3.	ROSS TILTON	RICHLAND PENNY	rtilton@richlandpenny.com	803 477-2377
4.	Scott Jordan	Armstrong	scott@armstrongcontractors.com	513-9254
5.	Shawn Salley	Richland County	salley2@rcgov.us	803 726 6149
6.	Lonnre Atkins	CBD Inc	lonnre@cbdsc.com	803-960-1769
7.	GERALD WALKER	RICHLAND PENNY	gwalker@richlandpenny.com	803-726-6151
8.	Frank Mitchell	ORION Caf	orionmitch@902	803-622-8695
9.	Brian King	Richland Penny	bking@richlandpenny.com	803 -351-5289
10.	CLEM WATSON	"	cwatson@richlandpenny.com	803-726-6170
11.	ANTHONY LAWRENCE	RICHLAND PENNY	alawrence@richlandpenny.com	x 6145
12.	PERRY MAYHEW	"	pmayhew@richlandpenny.com	726-3576
13.	Tony Edwards	RC	EdwardsT@RC.GOV.US	726-6148
14.	Sonny Zimmerman	Richland Penny	stimmerm@richlandpenny.com	726-6162
15.				
16.				



f) Mitigation Bank Credit Sales

Discussion Point:

Included in your agenda you will find credit sales agreements for three separate projects. These credits are from the Mill Creek Mitigation bank funded with the Richland Penny that was established to provide mitigation bank credits for Richland Penny Projects. The agreement the County has with the mitigation bank creditors allows the County to sell excess credits, and the mitigation bank gets to retain 8% of any sales of excess credits. The sale price included in these agreements is in excess of what the County purchases credits for, and more than covers the 8% markup. Staff has studied credit needs, and sale of these credits will not adversely impact the Transportation Program. Funding would be applied to the Richland Penny Transportation Program should Council choose to approve these credit sales.

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	I-20 Widening Richland County
<u>Buyer:</u>	SCDOT
<u>Buyer's USACE 404 Permit #</u>	SAC 2010-00545-DGS
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	0.20 (0.10 restoration; 0.10 preservation)
<u>Stream Credits:</u>	827.69 (413.85 restoration; 413.84 preservation)
<u>Credit Gross Proceeds:</u>	\$169,538.00
<u>Richland County Share:</u>	\$155,974.96 (92% of \$169,538.00)
<u>MCMH Share:</u>	\$13,563.04 (8% of \$169,538.00)

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2016 by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "I-20 Widening Richland County" pursuant to USACE Charleston District permit SAC 2010-00545-DGS;

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) FOUR HUNDRED THIRTEEN and 85/100 (413.85) stream restoration credits and FOUR HUNDRED THIRTEEN and 84/100 (413.84) stream preservation credits (collectively, the "Stream Credits") and (b) ONE TENTH (0.10) wetland restoration credits and ONE TENTH (0.10) wetland preservation credits (collectively, the "Wetland Credits," and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Purchase Price. The purchase price for the (a) Stream Credits shall be TWO HUNDRED and 00/100 Dollars (\$200.00) for each Stream Credit, for a total purchase price for the Stream Credits of ONE HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED THIRTY EIGHT and 00/100 (\$165,538.00); and (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of FOUR THOUSAND and 00/100 (\$4,000.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED THIRTY EIGHT and 00/100 (\$169,538.00) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

4. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
Six Concourse Parkway, Suite 2140
Atlanta, Georgia

With a copy to:

The Lyme Timber Company LP
General Counsel

23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: South Carolina Department of Transportation

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

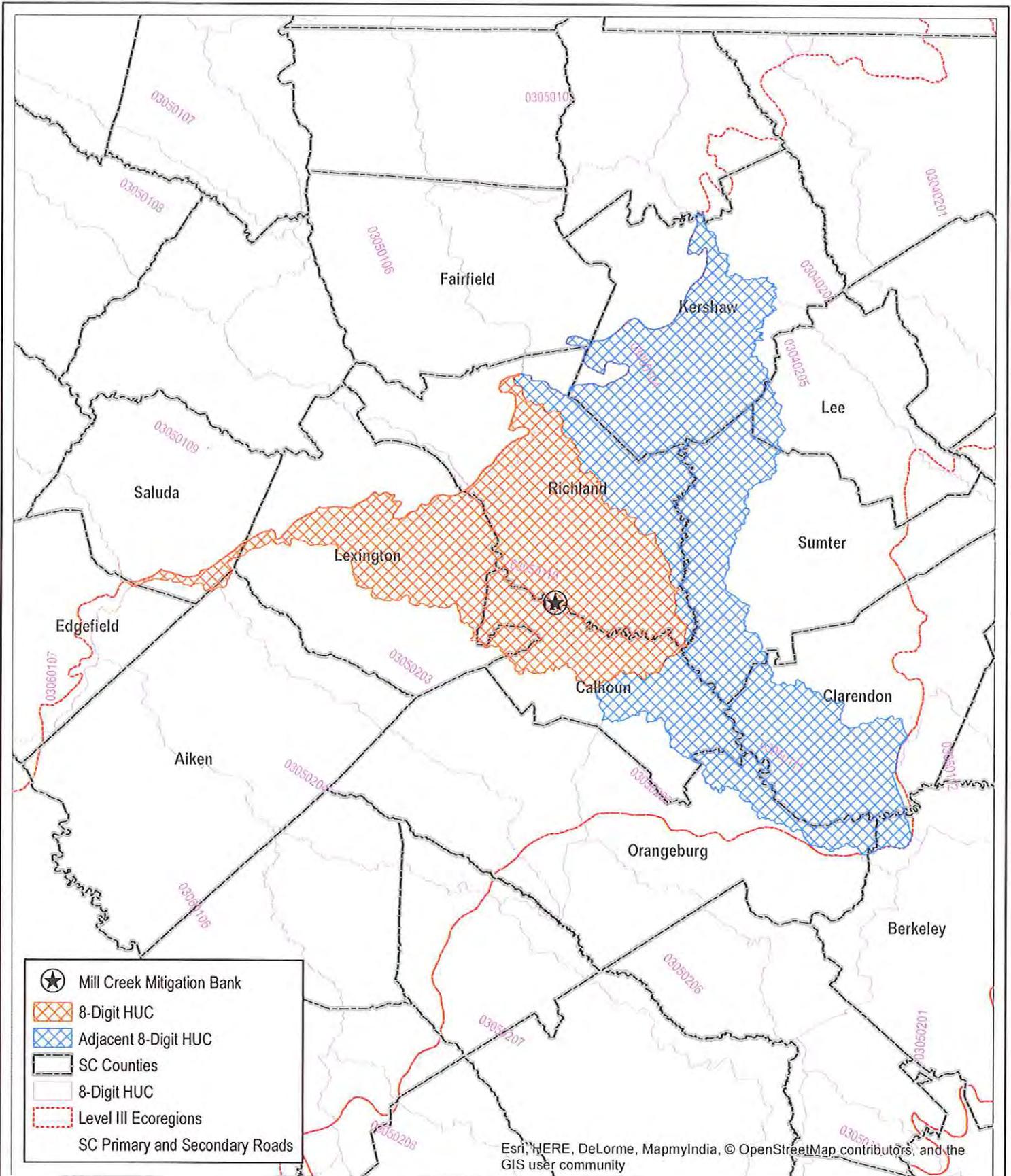
By: Heather M. Robb

Printed: HEATHER ROBBINS

Its: DIRECTOR OF ENVIRONMENTAL SERVICES

EXHIBIT A

[Attach map of Service Area]



A JMT Division
 952 Houston Northcut Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 556-2624 Fx: (843) 556-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

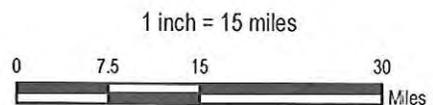


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and ___/100 Stream Credits and _____ and ___/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Hard Scrabble Road
<u>Buyer:</u>	SCDOT
<u>Buyer's USACE 404 Permit #</u>	SAC 2010-01385
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	0
<u>Stream Credits:</u>	168.30 (84.15 restoration; 84.15 preservation)
<u>Credit Gross Proceeds:</u>	\$33,660.00
<u>Richland County Share:</u>	\$30,967.20 (92% of \$33,660)
<u>MCMH Share:</u>	\$2,692.80 (8% of \$33,660)

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2016 by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Hard Scrabble Road" pursuant to USACE Charleston District permit SAC 2010-01385;

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. **Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) EIGHTY FOUR and 15/100 (84.15) stream restoration credits and EIGHTY FOUR and 15/100 (84.15) stream preservation credits (collectively, the "Stream Credits") and (b) ZERO and 00/100 (0.00) wetland mitigation credits (the "Wetland Credits," and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Purchase Price. The purchase price for the (a) Stream Credits shall be TWO HUNDRED and 00/100 Dollars (\$200.00) for each Stream Credit, for a total purchase price for the Stream Credits of THIRTY THREE THOUSAND SIX HUNDRED SIXTY and 00/100 (\$33,660.00); and (b) Wetland Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ZERO and 00/100 (\$0.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of THIRTY THREE THOUSAND SIX HUNDRED SIXTY and 00/100 (\$33,660.00) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

4. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
Six Concourse Parkway, Suite 2140
Atlanta, Georgia

With a copy to:

The Lyme Timber Company LP
General Counsel

23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: South Carolina Department of Transportation

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) **Brokerage Commission.** Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction.

(c) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) **Compliance with Applicable Laws.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) **Severability.** The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: Heather M. Robbins

Printed: HEATHER M. ROBBINS

Its: DIRECTOR OF ENVIRONMENTAL SERVICES

EXHIBIT A

[Attach map of Service Area]

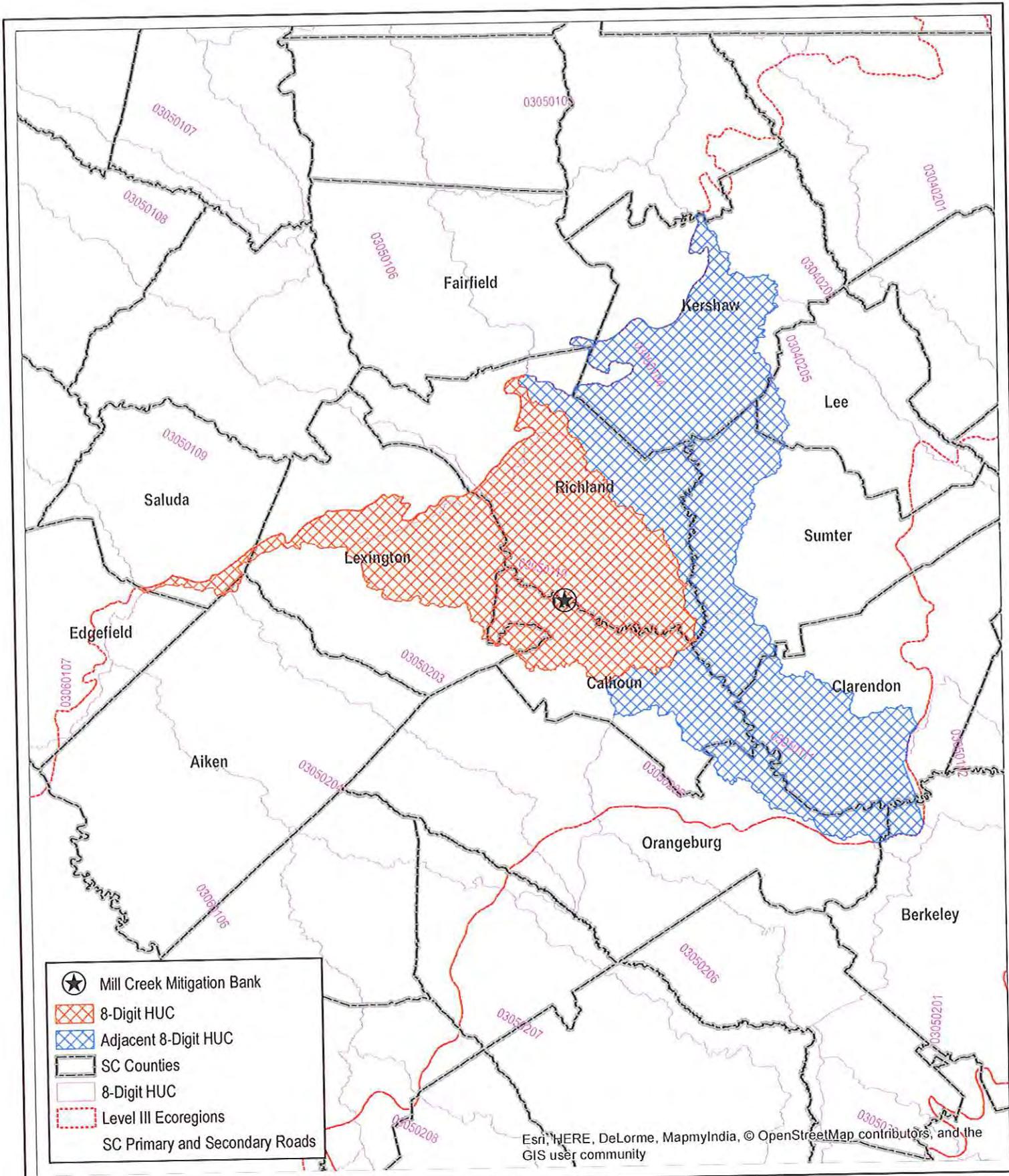


Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

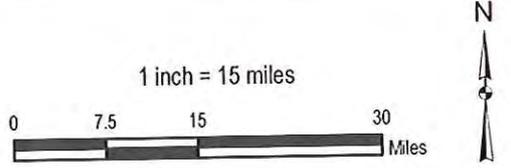


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and ____/100 Stream Credits and _____ and ____/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Unknown
<u>Buyer:</u>	JR Lex II, LLC
<u>Buyer's USACE 404 Permit #</u>	SAC 2015-171-6NO
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	1.35 (0.68 restoration; 0.67 preservation)
<u>Stream Credits:</u>	0
<u>Credit Gross Proceeds:</u>	\$27,000.00
<u>Richland County Share:</u>	\$24,840.00 (92% of \$27,000)
<u>MCMH Share:</u>	\$2,160.00 (8% of \$27,000)

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this 28 day of July, 2016 by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and JR LEX II, LLC, a South Carolina limited liability company ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. **Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. **Sale of Credits.** Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) 68 hundredths (0.68) restoration wetland credits and 67 hundredths (0.67) preservation wetland credits (the "Wetland Credits," and together with the Stream Credits, the "Credits") from

the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); and (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of TWENTY SEVEN THOUSAND and 00/100 (\$27,000.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of TWENTY SEVEN THOUSAND and 00/100 (\$27,000.00) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

4. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.
- (e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.
- (f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.
- (g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to

comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
Six Concourse Parkway, Suite 2140
Atlanta, Georgia

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: JR Lex II, LLC
935 Old Cherokee RD
Lexington, S.C. 29072

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its

rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

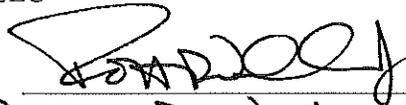
SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: JR LEX II, LLC

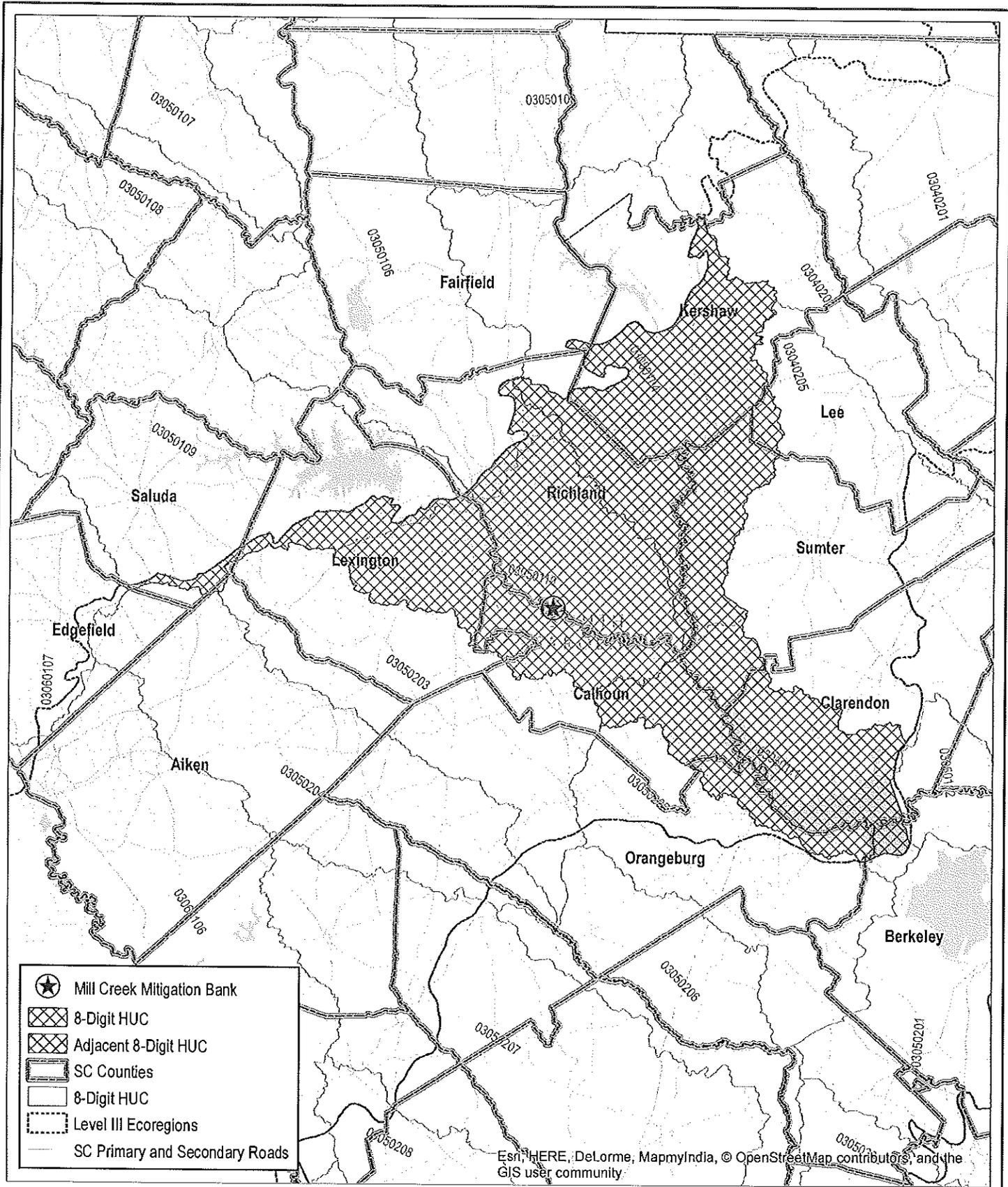
By:  _____

Printed: Robert F Wilkins, Jr

Its: Managing member

EXHIBIT A

[Attach map of Service Area]



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

TIDEWATER
 A JMT Division
 652 Houston Northwest Blvd., Suite 100
 Mount Pleasant, SC 29564
 Ph: (843) 558-2624 Fax: (843) 558-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

1 inch = 15 miles

0 7.5 15 30 Miles

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and ____/100 Stream Credits and _____ and ____/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION OPPOSING AND OBJECTING TO SOUTH CAROLINA DEPARTMENT OF
REVENUE (“SCDOR”) PROPOSED REGULATION 117-338 AND DIRECTING STAFF TO
TAKE ALL APPROPRIATE MEASURES TO COMBAT THE PROMULGATION OF THE
REGULATION**

WHEREAS, the SCDOR has published Proposed Regulation 117-338 (“Regulation”) related to Eligible Costs for the Local Transportation Sales and Use Tax (“Transportation Sales Tax”); and

WHEREAS, the Regulation exceeds the scope of SCDOR’s authority and explicitly violates the provisions of Home Rule; and

WHEREAS, the Regulation attempts to limit the expenses that can be funded by the Transportation Sales Tax to those that must be capitalized under Internal Revenue Code §263, thereby allowing little more than the materials and the contractors doing the actual road construction to be funded by the tax, and causing the remaining myriad expenses incurred in a transportation program to be financed by the county’s general fund; and

WHEREAS, Internal Revenue Code (“IRC”) §263 has no reasonable application to the Transportation Sales Tax and is too complex for use by counties in transportation projects as it is meant only to provide guidance to income tax professionals regarding the capitalization rules for complex income tax scenarios; and

WHEREAS, counties use of IRC §§263 and 263A would result in the expenditure of more tax dollars, as a very specialized tax employee would be required to interpret and implement the code sections for the county; and

WHEREAS, IRC §§263 and 263A would restrict the expenditure of the Transportation Sales Tax so as to defeat the purpose of the Transportation Act itself; and

WHEREAS, Richland County and all other counties and municipalities in the State use the Government Accounting Standards (“GAS”), which follow Generally Accepted Accounting Practices (“GAAP”), and were expressly adopted for use by governmental entities and not taxpayers, like the IRC and, therefore, more effectively accounts for the needs and expenditures of governmental bodies; and

WHEREAS, the Government Accounting Standards Board (“GASB”), the entity which promulgates the GAS, has issued pronouncements on Restricted Funds which would provide an excellent guideline for counties undertaking transportation projects, and uses the model of direct versus indirect expenses; and

WHEREAS, Richland County Council believes that this unwarranted intrusion into counties’ self-governance is only the beginning of SCDOR's interference into other county business; and

WHEREAS, state law allows for a public hearing before the Administrative Law Court to address proposed regulations, after which SCDOR asks the Administrative Law Court, in accordance with S.C. Code Ann. Section 1-23-111 (2005), to issue a report that the proposal to add the regulation is needed and reasonable; and

WHEREAS, such public hearing before the Administrative Law Court is scheduled for October 25, 2016, with written objections being due no later than September 26, 2016; and

WHEREAS, Richland County Council, for the above reasons, strenuously objects and opposes the Regulation;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby object and oppose SCDOR Proposed Regulation 117-338 and authorize staff to take all appropriate measures to combat the implementation of the Regulation.

ADOPTED THIS the ____ day of _____, 2016.

Torrey Rush, Chair
Richland County Council

Attest: _____
Michelle Onley
Assistant Clerk of Council

Richland County Council Request of Action

Subject: Resolution Designating October 2016 as Community Planning Month in Richland County

A. Purpose

County Council is requested to approve a Resolution Designating October 2016 as Community Planning Month in Richland County.

B. Background / Discussion

The month of October is designated as National Community Planning Month throughout the United States of America and its territories; and the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment.

Richland County has annually adopted a resolution designating October as National Community Planning Month, and the attached resolution is a continuation of that tradition.

C. Legislative/Chronological History

None.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the Resolution designating October 2016 as National Community Planning Month.
2. Do not approve the resolution and do not designate October 2016 as National Community Planning Month.

F. Recommendation

It is recommended Council approve the Resolution naming October 2016 as National Community Planning Month as submitted.

Recommended by: Tracy Hegler

Department: Planning

Date: September 8, 2016

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Administration

Reviewed by: _____

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Clerk of Council