



Richland County Council  
Special Called Meeting  
**MINUTES**  
February 11, 2025 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Leonardo Brown, Anette Kyrlo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Ashley Fullerton, Michelle Onley, Angela Weathersby, Kenny Bowen, Lori Thomas, Eric Williams, Jennifer Wladischkin, Tamar Black, Stacey Hamm, Andy Haworth, Jackie Hancock, Tish Gonzales, Brittany Terry, Synithia Williams, Jennifer Catoe-Aikey, Lauren Hogan, Judy Carter, Sarah Harris, Alfreda Tindal, and Jeff Ruble

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The County Administrator Leonardo Brown led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jesica Mackey.
4. **PRESENTATION OF RESOLUTION**
  - a. **Resolution Recognizing the life and legacy of Richland County Chief Deputy Attorney Elizabeth McLean [Resolution #2025-0211-001]** – Ms. Barron moved to adopt the resolution recognizing the life and legacy of Richland County Chief Deputy Attorney Elizabeth McLean, seconded by Mr. Livingston.  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.  
  
Ms. Mackey read the resolution into the record.  
  
The County Attorney Patrick Wright presented Ms. McLean’s family with a plaque to honor her commitment and dedication to Richland County. In addition, he announced the Legal Conference Room will be renamed “The Elizabeth McLean Hellfighter Conference Room.”
  - b. **Resolution Recognizing the 20<sup>th</sup> and Grand Finale of the Statewide Black History Parade Festival [Resolution #2025-0211-004]** – Mr. Livingston moved to adopt a resolution recognizing the 20<sup>th</sup> and Grand Finale of the Statewide Black History Parade Festival, seconded by Ms. English.  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne Mackey, English, and Newton  
  
The vote in favor was unanimous.  
  
Ms. Mackey read the resolution into the record.
5. **APPROVAL OF MINUTES**
  - a. **Regular Session: February 4, 2025** – Ms. Terracio moved to approve the minutes as distributed, seconded by Mr. Pugh.  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Mr. Livingston moved to adopt the agenda as published, seconded by Ms. Terracio.  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The vote in favor was unanimous.
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:
  - a. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) & (a)(5)]
  - b. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to Sec. 30-4-70(a)(2)]
8. **CITIZENS' INPUT**
  - a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.
9. **CITIZENS' INPUT**
  - a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time) – No one signed up to speak.
10. **REPORT OF THE COUNTY ADMINISTRATOR**
  - a. Updates for Consideration
    1. *National Association of Counties (NACo): Counties for Housing Solutions (C4HS)* – Mr. Brown stated NACo has opened applications for Counties for Housing Solutions (C4HS). The program offers free three-month technical assistance sprints to address the housing affordability challenge by helping counties increase local housing supply. In partnership with Smart Growth America, these sprints are designed to be high-intensity and implementation-focused and will draw upon recommendations made by NACo's 2023 Housing Task Force. He indicated the County received a request to participate in this effort. At the end of the process, you will have the ability to move forward with an affordable housing-related project. The deadline to apply is February 28<sup>th</sup>.  
  
He noted that the RFQ (RC-696-Q-25) for Affordable Housing has been posted on the County's website. The opening date is February 10, 2025, and will close on March 12, 2025. The RFQ specifically seeks qualifications or proposals from entities operating existing affordable housing programs in unincorporated Richland County.
    2. *South Carolina Association of Counties 2025 Legislative Policy Positions Now Available* – Mr. Brown pointed out the SCAC 2025 Legislative Policy Positions are available online.
    3. *Comprehensive Plan Update* – Mr. Brown encouraged Council members who would like to hold a meeting about the Comprehensive Plan in their districts to contact staff.
  - b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernable way (i.e., time-sensitive, exigent, or of immediate importance))
    1. *Operational Services – Public Safety Center Water Line Deed Transfer* – Mr. Brown stated Operational Services recommends approval of the transfer of deeds of the water lines to the City of Columbia. This is a requirement of the City of Columbia's regulatory compliance component.  
  
Ms. Barron moved to approve this item, seconded by Ms. Terracio.  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.  
  
**POINT OF PERSONAL PRIVILEGE:** Ms. Barron recognized Ms. Synithia Williams, Community Planning & Development Director, for her efforts in informing the constituents about the Comprehensive Plan.
11. **REPORT OF THE CLERK OF COUNCIL**
  - a. District 7 Re-Zoning Meeting, February 13<sup>th</sup>, Killian Park, 1424 Marthan Road, Blythewood, 6:00 PM-7:30 PM
  - b. District 10 Town Hall, February 20<sup>th</sup>, Hopkins Park, 150 Hopkins Park, Hopkins, 6:00 PM-7:30 PM
  - c. District 10 Re-Zoning Meeting, February 24<sup>th</sup>, Bluff Road Park, 148 Carswell Drive, 6:00 PM-7:30 PM
  - d. District 10 Town Hall, February 27<sup>th</sup>, Bluff Road Park, 148 Carswell Drive, 6:00 PM-7:30 PM

Ms. Anette Kirylo, Clerk to Council, announced upcoming Town Hall meetings for Districts 7 and 10.
12. **REPORT OF THE CHAIR** – Ms. Mackey stated Councilwoman Little's motion from February 4<sup>th</sup> should have been referred to the Administration & Finance Committee, not the Development & Services Committee.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-033MA, John Conroy Lunan, GC to R3 (0.38 Acres), 266 Rabon Road, TMS #R17116-01-99 {District 7} [THIRD READING] [Ordinance #001-25-HR]
- b. Case #24-035MA, Robert Christopher Lee, GC to RT (0.97 Acres), 511 Ross Road, TMS #R17107-03-03 {District 7} [THIRD READING] [Ordinance #002-25HR]
- c. Case #24-042MA, Christopher Knight, AG to HI (52.71 Acres), 5801 Bluff Road, TMS #R18600-01-01(p) {District 10} [THIRD READING] [Ordinance #003-25HR]

Ms. Terracio moved to approve Items 13(a)-(c), seconded by Mr. Livingston.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 13(a)-(c), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

14. **SECOND READING ITEMS**

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

Mr. Branham inquired if the draft ordinance was in the packet.

Mr. Wright responded the draft ordinance should be included in the packet.

Mr. Branham noted he was looking for the specific language from Ms. Mackey's motion.

Ms. Mackey stated this is a budget amendment; therefore, the actual language of the motion may not be included in the draft ordinance.

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

The vote in favor was unanimous.

- b. Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto – Mr. Livingston moved to approve this item, seconded by Ms. Terracio.

Ms. Terracio requested additional information regarding this item.

Mr. Livingston stated that this item would extend the time period allowed for Mark Anthony to develop the property.

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

The vote in favor was unanimous.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Killian Woods Development, LLC; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. English.

Ms. Terracio asked which district this project is in.

Mr. Jeff Ruble, Economic Development Director, responded it is in District 7.

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

Opposed: Branham

The vote was in favor.

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

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

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County, South Carolina, authorizing the County's execution and delivery of an assignment and assumption of such public infrastructure agreement and in connection with such assignment authorizing other matters related thereto [Resolution #2025-0211-002] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The vote in favor was unanimous.

- b. A Resolution Consenting to and ratifying the assignment by Palisades Properties, Inc., William V. Roberts, and Jane R. Ballard 2017 Irrevocable Trust to Renewa LLC of certain property tax incentive agreements and other matters related thereto [Resolution #2025-0211-003] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The vote in favor was unanimous.

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

- a. Mapping the Future Update – Ms. Mackey stated the committee recommended moving forward with the following priorities from the Strategic Planning Forum:

##### Fiscal Update

- Report of year-to-date expenditures that includes the rate of expenditure as compared to the same period of the prior fiscal year
- Capital project funding mechanisms
- Future bond issuances

##### Capital Improvements

- Consideration of improved landscaping at the 2000/2020 Hampton Street complex
- Inclusion of solar/alternative energy in the Facilities Master Plan
- Accessibility, to include furniture in County facilities
- Location of County facilities beyond the downtown Columbia metropolitan area to increase resident access
- Facilities priority plan for fire stations similar to that used for the Magistrate's Offices

##### Ombudsman's Office

- Related to the OneStop external application
  - Methodology to report concerns anonymously without creating a profile
  - Geo-tagging of photos
- Related to the Ombudsman's Office
  - Service requests by Council District
  - Annual Report
- Related to Solid Waste
  - Map of Solid Waste areas with Council District overlay
- Collector contract renewal

##### Strategic Planning

- Reporting of the County's cost-saving efforts via the Dashboard
- Re-introducing a Legislative Reception for all of the County's legislative partners
- Additional training for Councilmembers
- A mobile application for the Ombudsman's Office and/or an overall Richland County mobile application
- Hospitality Tax overview
- Workforce development and housing
- Next steps as the County approaches the deadline of the current Strategic Plan
- Recreation development in those areas that lack recreational facilities
- Recreational tourism that benefits everyone

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The vote in favor was unanimous.

- b. Hospitality Tax Fund Overview – This item was received for information.

#### 17. **OTHER ITEMS**

- a. FY25 District 6 Hospitality Tax Allocations (Senior Resources – March for Meals - \$5,000)
- b. FY25 District 7 Hospitality Tax Allocations (Aja Wilson Foundation - \$10,000)
- c. FY25 District 9 Hospitality Tax Allocations (Auntie Karen Foundation - \$5,000)
- d. FY25 District 11 Hospitality Tax Allocations (Richland Library - \$5,000)

Mr. Pugh moved to approve Items 17(a)-(d), seconded by Ms. Barron.



In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 17(a)-(d), seconded by Ms. Terracio.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The motion for reconsideration failed.

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

In Favor: Brnham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:02 PM  
and came out at approximately 7:31 PM***

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

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

Not Present: Newton

The vote in favor was unanimous.

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

- a. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) & (a)(5)] – No action was taken.
- b. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Barron moved to authorize the County Administrator to negotiate the property as discussed in Executive Session, seconded by Ms. English.

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

Abstain: Newton (was not present in Executive Session)

The vote in favor was unanimous.

19. **MOTION PERIOD** – No motions were submitted.

20. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:33 PM.





**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**RESOLUTION**

**RECOGNIZING THE LIFE AND LEGACY OF RICHLAND COUNTY  
CHIEF DEPUTY COUNTY ATTORNEY  
ELIZABETH McLEAN**

**WHEREAS**, Elizabeth "Beth" McLean is a beloved member of our Richland County family and is being honored posthumously for her distinguished 25 years of service and dedication to Richland County. Elizabeth was lost to us January 10, 2025; and

**WHEREAS**, Elizabeth was born to John Michael McLean and the late Wanda June Rivers McLean; and

**WHEREAS**, following her graduation from the University of South Carolina in 1996, Elizabeth earned her Juris Doctorate from the University of South Carolina School of Law in 1999 and began her legal career that year serving the citizens of Richland County as a law clerk in the Department of Unsafe Housing Division, subsequently joining the County's Legal Department in 2001 where she held multiple roles of increasing responsibility, which included: Staff Attorney; Assistant County Attorney; Attorney I; Deputy County Attorney; Acting County Attorney; and lastly, Chief Deputy County Attorney; and

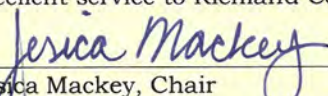
**WHEREAS**, throughout her career, Elizabeth became an astute observer of the operation of government and diplomacy while garnering the respect and admiration of her colleagues within South Carolina and throughout the legal community. Elizabeth worked with and gave exceptional legal advice to County staff members and was relied upon to liaison with state and local elected and appointed officials, attorneys, and judges on behalf of the County. Elizabeth utilized her skills and knowledge to help guide the County through the COVID-19 pandemic and the myriad legal issues associated therewith; and

**WHEREAS**, professionally, Elizabeth was a consummate leader who unceasingly and unselfishly shared her time, breadth of knowledge, and wisdom with her colleagues. Personally, Elizabeth gave freely of her time voluntarily coaching youth baseball teams, adopting families at Christmas and at other times, and donating her time, talents, and financial resources to help those in need; and

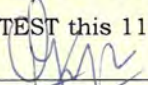
**WHEREAS**, in addition to her many personal accomplishments achieved throughout her lifetime and professional accomplishments achieved throughout her career, Elizabeth enjoyed playing the trumpet in her middle school, high school, and college marching bands; while in law school, was a peer mentor to first-year law students; and, humbly gave of herself and her time to youth diversion program participants. Elizabeth also had an angelic singing voice and enjoyed reading, baseball, going to the beach, Disney, and all things Gamecock. Above all, Elizabeth was a devoted and loving mother, spouse, sister, daughter, and friend; and

**WHEREAS**, Elizabeth leaves a legacy of loyalty, kindness, generosity, and commitment to the citizens of Richland County as well as to her family, friends, colleagues, and any who were fortunate enough to know her.

**NOW THEREFORE BE IT RESOLVED**, Richland County Councilmembers Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Jesica Mackey, Chakisse Newton, and Cheryl English recognize and honor Richland County Chief Deputy Attorney, Elizabeth McLean, for her outstanding contributions to the legal profession and for her 25 years of dedicated and excellent service to Richland County, South Carolina.

  
Jesica Mackey, Chair  
Richland County Council District 9

ATTEST this 11<sup>th</sup> day of February, 2025

  
Anette Aquino Kirylo  
Richland County Clerk to Council







**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
RESOLUTION**

**RECOGNIZING THE 20<sup>TH</sup> and GRAND FINALE  
OF THE STATEWIDE BLACK HISTORY  
PARADE AND FESTIVAL**

**WHEREAS**, Black History Month began as "Negro History Week" in February 1926 by Historian Carter G. Woodson and the Association for the Study of Negro Life and History. The week was chosen because it coincided with the birthdays of Frederick Douglass and President Abraham Lincoln; and

**WHEREAS**, in 1969, Black History Month was proposed by Black educators and Black United Students at Kent State University, with the first celebration taking place a year later; and

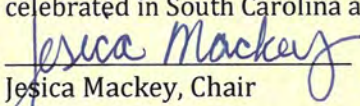
**WHEREAS**, President Gerald Ford officially recognized Black History Month during the United States Bicentennial, urging Americans to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history"; and

**WHEREAS**, F.U.N.D.S., INC. (Friends United as a Neighborhood Developmental Society, Inc.) was founded in South Carolina on October 7, 1997, and has since hosted an annual Statewide Black History Parade & Festival. Its mission is to revisit history, tell history, and bring history to a live experience through "education through entertainment"; and

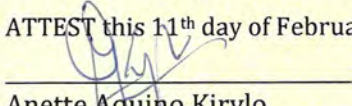
**WHEREAS**, 2025 marks the 20th anniversary and grand finale of the Statewide Black History Parade & Festival in Columbia, South Carolina. This milestone event celebrates two decades of honoring Black heritage, educating communities, and fostering cultural unity. The parade and festival have served as a beacon of history and pride, bringing together thousands to commemorate the achievements and resilience of African Americans; and

**WHEREAS**, this grand finale event will not only recognize past accomplishments but will also leave a lasting impact on future generations by solidifying the importance of celebrating Black history through community engagement and shared experiences; and

**NOW, THEREFORE, BE IT RESOLVED** that the Richland County Councilmembers Richland County Councilmembers Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Jessica Mackey, Chakisse Newton, and Cheryl English proudly recognize and commends the 20<sup>th</sup> anniversary and grand finale of the Statewide Black History Parade & Festival for its invaluable contributions to the preservation and celebration of Black history and culture. The Council expresses its deep appreciation for the tireless efforts of F.U.N.D.S., INC. in making this event a longstanding success and ensuring that the legacy and contributions of African Americans continue to be honored and celebrated in South Carolina and beyond.

  
Jessica Mackey, Chair  
Richland County Council District 9

ATTEST this 11<sup>th</sup> day of February 2025

  
Anette Aquino Kirylo  
Richland County Clerk to Council







## Report of the County Administrator

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

### UPDATES FOR CONSIDERATION:

#### GENERAL UPDATES

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

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

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

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

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

## Legislative Policy Positions Available Online

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

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

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

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



## COMPREHENSIVE PLAN UPDATE

### ADMINISTRATOR'S NOMINATION:

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

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

### ATTACHMENTS:

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

# Counties for Housing Solutions

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



## Author

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### **Patrick Spence**

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Program Manager, Economic Mobility

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

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

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

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

### **Applications due February 28**

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

## About Counties for Housing Solutions

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

Counties participating in the first sprint include:

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

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

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





## Project Update

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

### EXECUTIVE SUMMARY (NARRATIVE STATUS):

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

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

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

### KEY ACCOMPLISHMENTS/MILESTONES:

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

### CRITICAL ISSUES:

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

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

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

**RICHLAND COUNTY  
ADMINISTRATION**

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

Attachment 3



**Agenda Briefing**

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

**RECOMMENDED/REQUESTED ACTION:**

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

Request for Council Reconsideration: ☒ Yes

**FIDUCIARY:**

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

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

There is no anticipated budgetary impact.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

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

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

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

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

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

**Goal:** Foster Good Governance

*Objective:* Collaborate with other governments.

#### ATTACHMENTS:

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



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

January 23, 2024

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

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

Dear Mrs. Thomas,

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

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

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



pipe.

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

**Special Conditions:**

None

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

Yours very truly,  
Scott Rogers



Utility Review Manager

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





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

January 23, 2024

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

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

Dear Mrs. Thomas,

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

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

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

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

\_\_\_\_\_  
Date

Please return to:

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

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





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

**Adopted  
August 20, 2019**



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## ARTICLE 6: LAND DEVELOPMENT (SUBDIVISION) STANDARDS

### Sec. 17-6.1 General Applicability

#### (a) General

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

#### (b) Variance

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

### Sec. 17-6.2 Minimum Design Standards

#### (a) General

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

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

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

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

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

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

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

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

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

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

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

## Article 6: Land Development (Subdivision) Standards

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

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

---

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

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

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

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

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

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

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

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

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

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

**(3) Internal Circulation and Connectivity**

**a. Streets**

**1. Intersections**

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

**2. Traffic Calming Features**

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

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

**b. Sidewalks Required**

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

## Article 6: Land Development (Subdivision) Standards

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

#### (c) Additional Street Standards

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

#### c. Bicycle Facilities

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

#### (c) Additional Street Standards

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

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

TABLE 17-6.2(C)(1): MINIMUM RIGHT-OF-WAY AND PAVEMENT WIDTHS		
STREET CLASSIFICATION	MINIMUM RIGHT-OF-WAY WIDTH (IN FEET) [1]	MINIMUM PAVEMENT WIDTH (IN FEET) [1]
Minor residential	50	28 [3]
Local residential	50	27 [2]
Collector	60	36 [3]
Industrial or commercial service	80	36 [2]
Arterial	100	52 [3]
NOTES: [1] Minimum pavement widths and right-of-way may be reduced by the Planning Commission in individual cases upon written approval of the City Engineer. [1] Measured from low point to low point of curb. [2] Measured from face to face of curb.		

**(2) Street Grades**

Street grades shall comply with the Specifications for Roadway Design.

**(3) Curves**

**a. Horizontal and Vertical Curves**

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

**b. Reverse Curves**

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

**(4) Split Level Streets**

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

**(5) Half Streets**

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

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

**a. Minimum Turnaround Diameter**

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

**b. Maximum Length**

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

**(7) Temporary Dead End Streets**

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

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

## Article 6: Land Development (Subdivision) Standards

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

#### (d) Blocks

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

#### **(8) Street Names**

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

#### **(9) Street Trees**

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

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

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

#### **(d) Blocks**

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

#### **(1) Residential Subdivisions**

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



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

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

**(f) Easements**

**(1) Utility Easements**

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

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

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

**(2) Watercourse and Drainage Easements**

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

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

**(g) Natural Gas Lines**

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

**(h) Water Lines**

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

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

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

**(i) Sanitary Sewers**

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

**(2) Nonresidential Subdivisions**

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

**(e) Lots**

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

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

**a. General**

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

**b. Corner Lots**

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

**c. Cluster Housing Developments**

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

**d. Cottage Neighborhood Development**

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

**(2) Street Access**

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

**(3) Lot Lines**

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

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

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

**(4) Double Frontage Lots**

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

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

**(j) Community Sewage Disposal Systems**

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

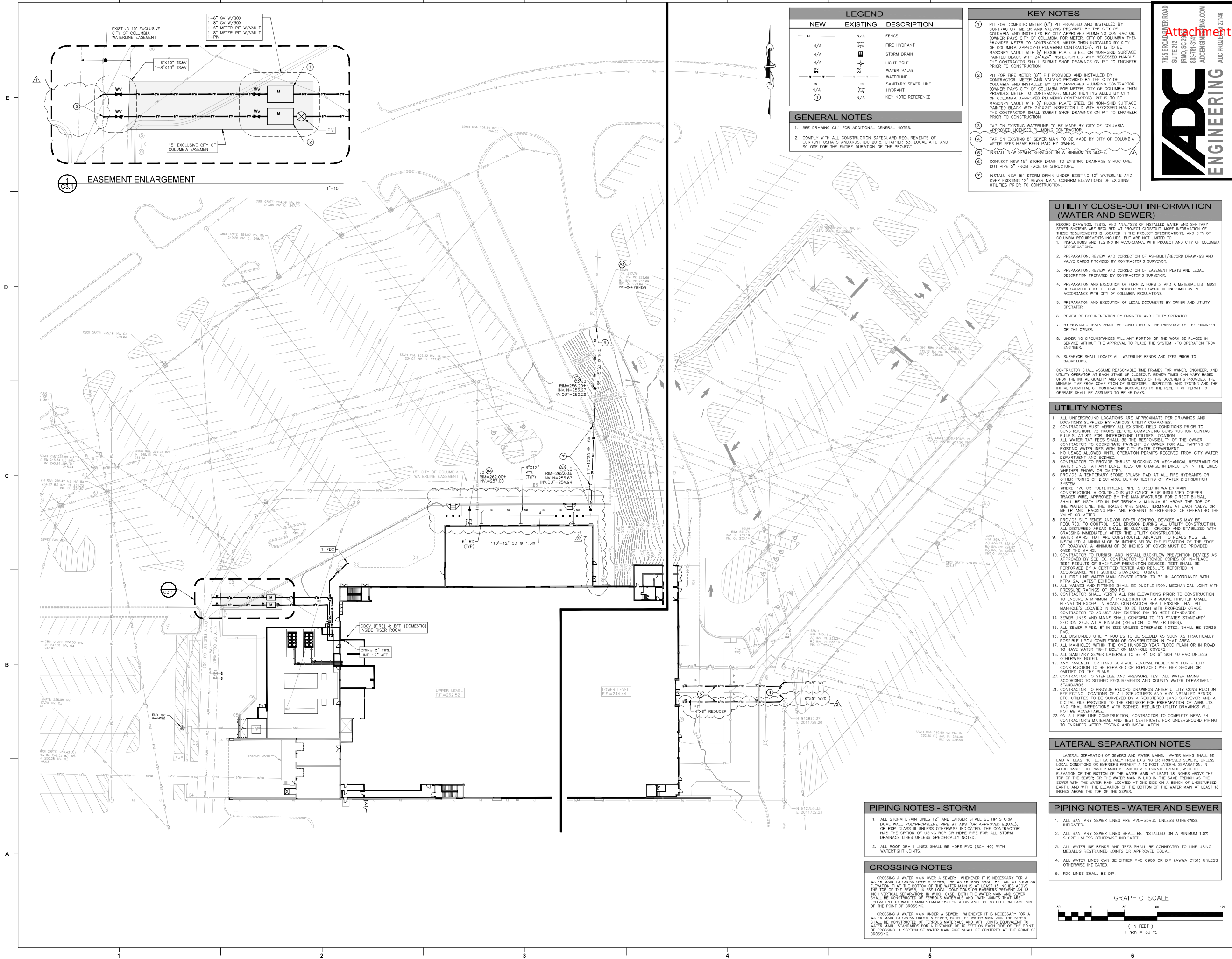
**(k) Stormwater Drainage Systems**

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

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

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





**Attachment B**

**ADP ENGINEERING**

7835 BROADWAY  
SUITE 212  
JPMO SC 29204  
803.765.2418  
ADCENGINEERING.COM  
ADC PROJECT 2246

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

**LS3P**

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

MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

**REVISIONS**

No.	Description	Date
1	Addendum 3	05/25/2023
2	PR-03 DWN REVISIONS PER CITY	01/10/2024
3	PR-04J Updates	2/8/2024

**PROJECT:** 2702-208410  
**DATE:** 2/8/2024

**DRAINAGE AND UTILITY PLAN**

**C-3.1**

CONSTRUCTION DOCUMENTS



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

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

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to  
grant a deed to water lines to the City of Columbia, as specifically described in the attached  
DEED TO WATER LINES FOR RICHLAND COUNTY PUBLIC SAFETY CENTER;  
RICHLAND COUNTY TMS #17001-04-42 (PORTION); CF #DPO-2023-12-0096, which is  
attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

STATE OF SOUTH CAROLINA )  
  
COUNTY OF RICHLAND )

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

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

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

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

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

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

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

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC  
  
1/7/2025



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

Be all measurements a little more or less.

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

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

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

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

TS

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

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

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

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

WITNESSES:

**RICHLAND COUNTY**

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

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

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

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

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

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

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(Name and Title of Officer)  
of \_\_\_\_\_ on behalf of the within named Grantor.  
(City and State)

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attorney Certification

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. 001-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17116-01-09 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL THREE DISTRICT (R3); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

Section IV. Effective Date. This ordinance shall be effective from and after February 11, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this 11<sup>th</sup> day of

February, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



## Richland County Planning & Development Services Department

### Map Amendment Staff Report

**PC MEETING DATE:** September 5, 2024  
**RC PROJECT:** 24-033MA  
**APPLICANT:** John Conroy Lunan

**LOCATION:** 266 Rabon Road

**TAX MAP NUMBER:** R17116-01-09  
**ACREAGE:** .35 acres  
**EXISTING ZONING:** GC  
**PROPOSED ZONING:** R3

**ZPH SIGN POSTING:** December 2, 2024

#### Staff Recommendation

#### Approval

#### Eligibility for Map Amendment Request

##### **Section 26-2.5 Zoning Map Amendment**

*A Zoning Map amendment requested by a property owner or the owner's authorized agent shall not be considered for an area less than two acres unless the requested change involves one of the following conditions:*

**(b) (4) a. 1.**

1. An extension of the same existing district boundary;

#### Background

##### **Zoning History**

The original zoning as adopted September 7, 1977 was RS-3 District. The property was rezoned from RS-3 to General Commercial District (GC) under case 98-033MA.

##### **Zoning District Summary**

The Residential 3 District (R3) provides lands primarily for moderate-intensity residential development, located within walkable neighborhoods that are well-connected by a mostly gridded street system. Development allowed in this district includes residential dwellings and public, civic, and institutional uses that support various residential development types.

Maximum density standard: no more than six (6) units per acre.

Based upon a gross density calculation\*, the maximum number of units for this site is approximately: 2 dwelling units.

\*Gross density calculations do not consider site characteristics or land set aside for infrastructure or opens space.

Direction	Existing Zoning	Use
<u><b>North:</b></u>	R3	Undeveloped
<u><b>South:</b></u>	HM/INS	Places of Worship (existing and proposed)
<u><b>East:</b></u>	R3	Vacant Residential
<u><b>West:</b></u>	MU1	Residential

## Discussion

### ***Parcel/Area Characteristics***

The parcel fronts Rabon Road, a two-lane local road without sidewalks or streetlights. The property contains a residentially occupied structure. The surrounding area features a mix of commercial, industrial, institutional, residential, and undeveloped land uses. To the west are industrial and commercial-zoned, developed parcels. To the east lie vacant, undeveloped parcels zoned for residential and commercial use. North of the site are residentially zoned and developed properties, while to the south, the parcels are a blend of industrial, institutional, residential, and commercial uses.

### **Public Services**

The subject parcel is located within the boundaries of Richland School District Two. E. L. Wright Middle School is located .9 miles southeast of the subject parcel on Alpine Road. Records indicate that the parcel is within the City of Columbia's water Service area. The parcel is within the East Richland County Public Service sewer service area. There are two fire hydrants located along this section of Rabon Road. The Jackson Creek fire station (station number 32) is located on Two Notch Road, approximately .6 miles east of the subject parcel.

Being within a service area is not a guarantee that services are available to the parcel.

### **Plans & Policies**

The 2015 Richland County Comprehensive Plan, ***"PUTTING THE PIECES IN PLACE"***, designates this area as ***Neighborhood (Medium-Density)***.

### **Land Use and Design**

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.

### **Desired Development Pattern**

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses

should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.

### **Traffic Characteristics**

The 2023 SCDOT traffic count (Station #611) located west of the subject parcel on Rabon Road identifies 8,000 Average Daily Trips (ADT's). Rabon Road is classified as a two-lane undivided major collector, maintained by SCDOT with a design capacity of 8,600 ADT's. Rabon Road is currently operating at Level of Service (LOS) "C".

The ADT's are the total volume of traffic passing a point on a roadway during a 24-hour period. ADT's data is collected by SCDOT.

There are no planned or programmed improvements for this section of Rabon Road, either through SCDOT or the County Penny Sales Tax program.

### **Conclusion**

The proposed rezoning is consistent with the objectives of the Comprehensive Plan. According to the plan, "The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods." The proposed rezoning is consistent with the recommended existing zoning districts of similar character identified in the plan.

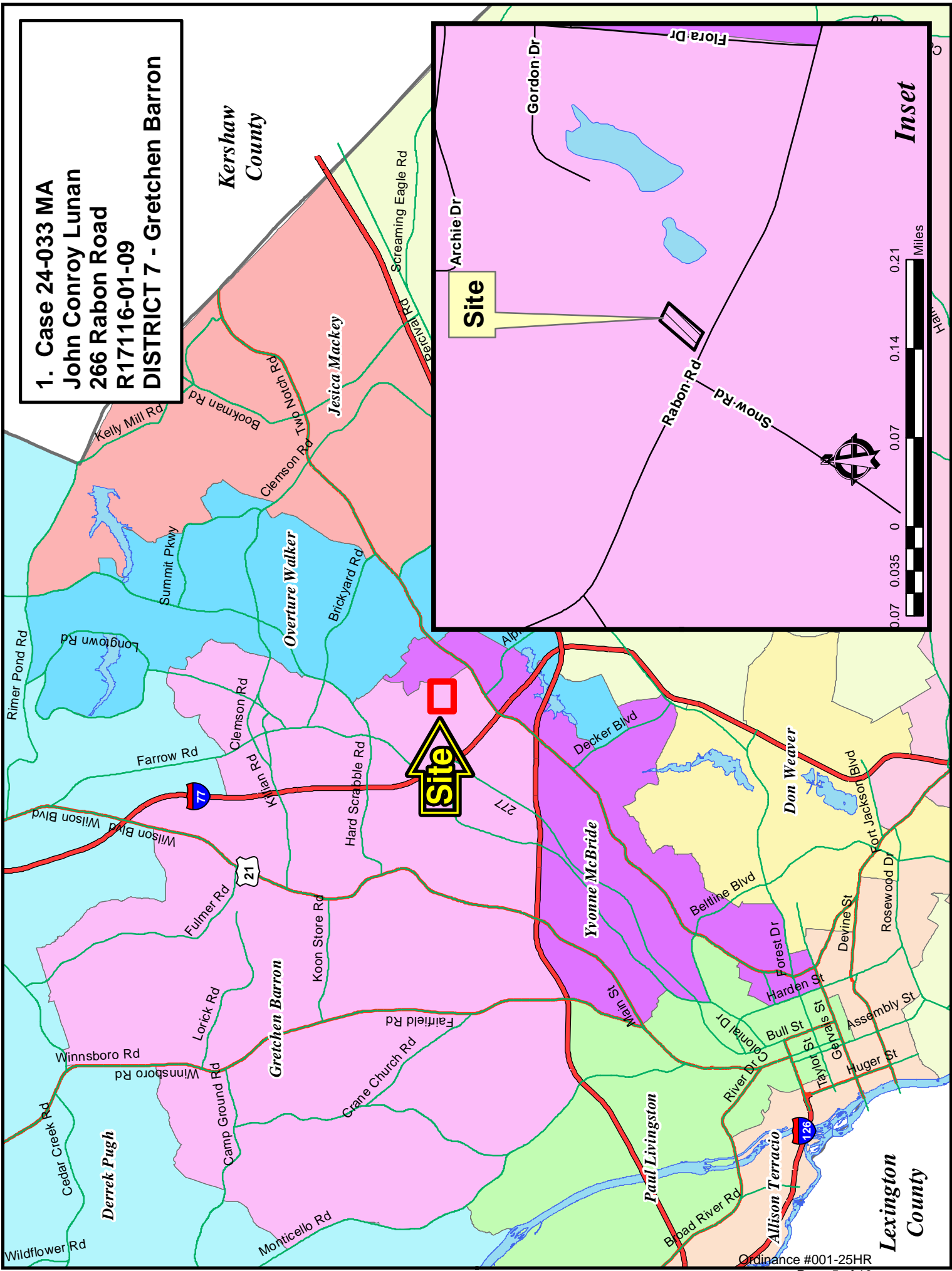
For this reason, staff recommends **Approval** of this map amendment.

### **Planning Commission Action**

At their **September 5, 2024** meeting, the Richland County Planning Commission agreed with the PDSD recommendation and recommends the County Council approve the proposed amendment for RC Project # **24-033 MA**.

**1. Case 24-033 MA**  
**John Conroy Lunan**  
**266 Rabon Road**  
**R17116-01-09**  
**DISTRICT 7 - Gretchen Barron**

*Kershaw  
County*



*Lexington  
County*



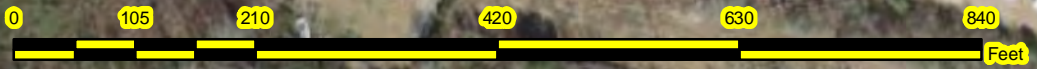
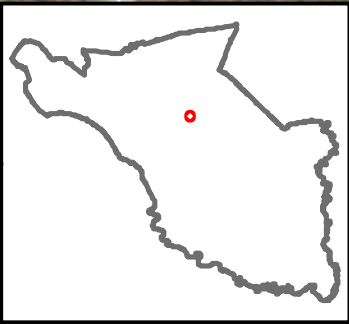
**CASE 24-033**  
**GC to R3**  
**TMSR17116-01-09**

Rabon Rd

**Site**

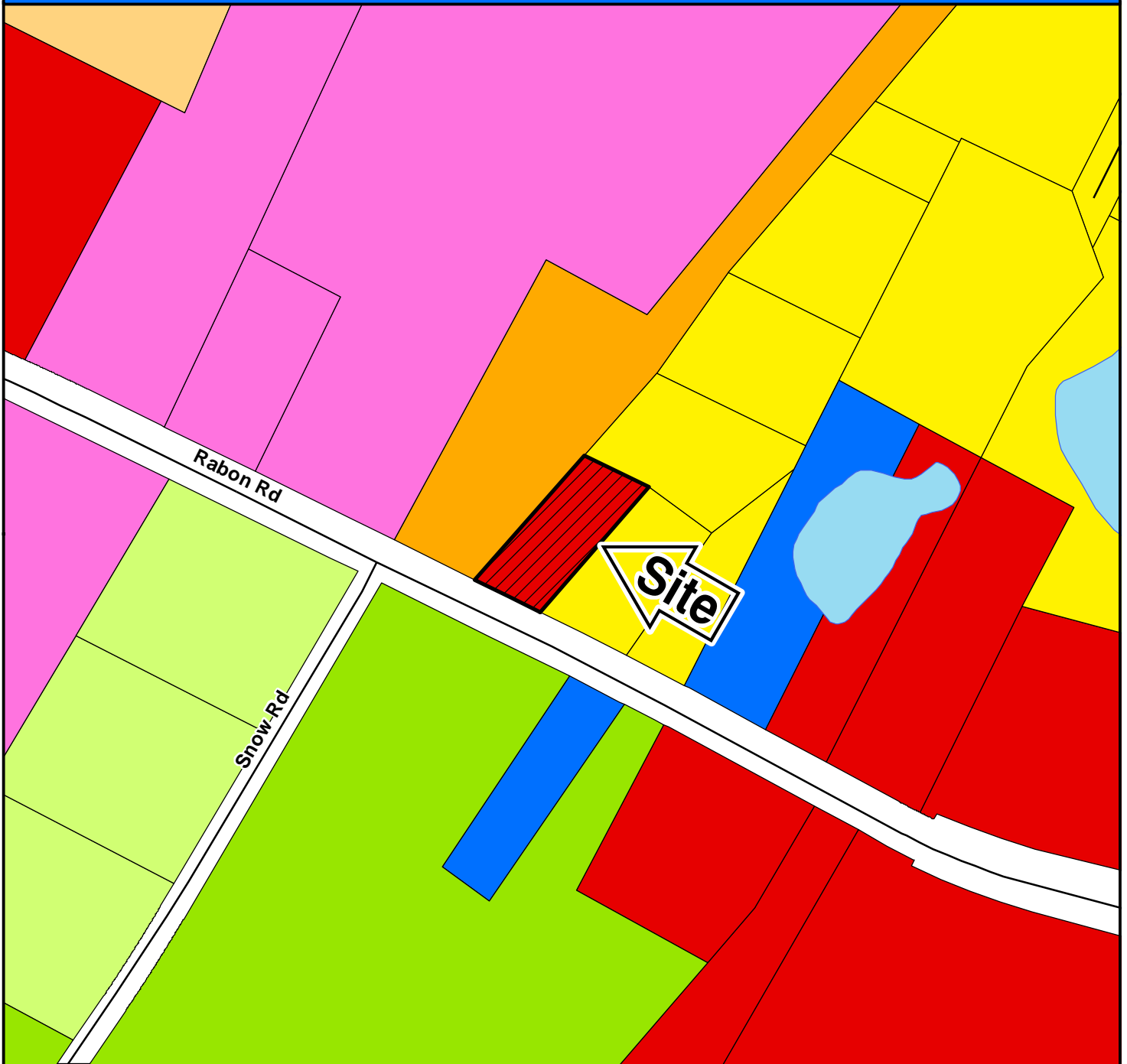
 **SPECIAL FLOOD HAZARD AREA**

 **WETLANDS**



# Case 24-033 MA

## GC to R3



### ZONING CLASSIFICATIONS

OS	R1	R5	GC	HI	CC-4
AG	R2	R6	M-1	CC-1	PD
HM	R3	RC	INS	CC-2	Subject Property
RT	R4	MU1	LI	CC-3	





# NORTHEAST PLANNING AREA

## FUTURE LAND USE & PRIORITY INVESTMENT AREAS

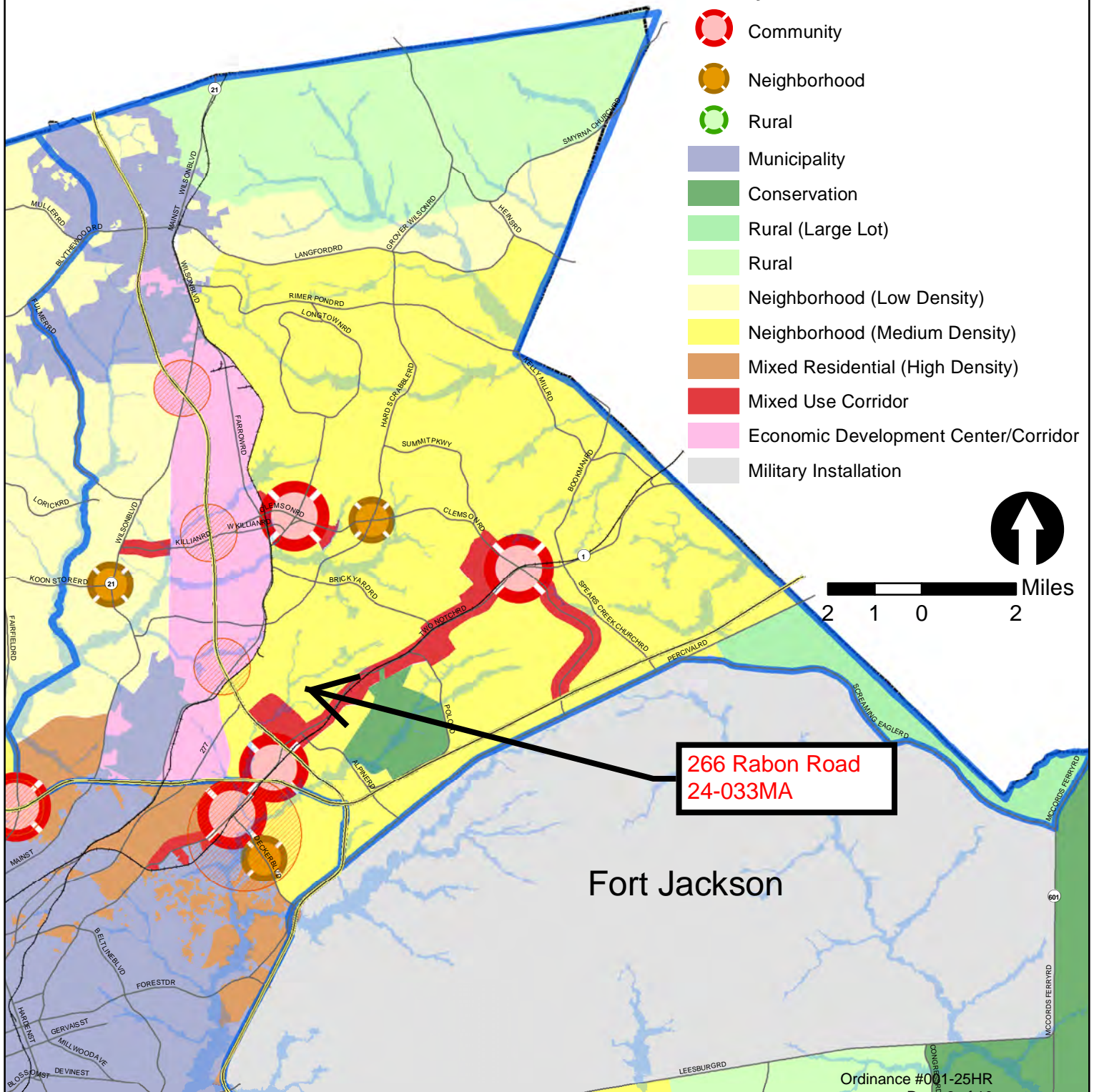


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

### Legend

- 100 Year Floodplain
- Priority Investment Area
- Planning Area Boundary
- Activity Center**
  - Community
  - Neighborhood
  - Rural
- Municipality
- Conservation
- Rural (Large Lot)
- Rural
- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed Residential (High Density)
- Mixed Use Corridor
- Economic Development Center/Corridor
- Military Installation



# Case #24-033 MA - Zoning Districts

## Current Zoning District

### General Commercial (GC) District

Use Classification, Category, Type	GC	Commercial	Traveler Accommodations
<b>Agricultural</b>		Kennel SR	P
<b>Agriculture and Forestry</b>		Pet grooming P	Bed and breakfast P
Community garden SE		Veterinary hospital or clinic SR	Home-based lodging P
<b>Agriculture and Forestry Related</b>		<b>Commercial Services</b>	Hotel or motel P
Farm supply and machinery sales and service P		Artist studio P	<b>Vehicle Sales and Services</b>
Produce stand P		Auction house P	Car wash P
<b>Residential</b>		Bank, Retail P	Heavy vehicle wash P
<b>Household Living</b>		Catering P	Parking, Commercial P
Dwelling, Live-Work SR		Commercial services P	Vehicle fueling station P
Dwelling, Multi-family P		Consumer goods repair SR	Vehicle parts and accessories store P
Group home, Family SR		Contractor's office P	Vehicle repair, minor P
<b>Group Living</b>		Lawn, tree, or pest control services P	Vehicle sales and rental P
Group home, Large SE		Linen or uniform supply P	Vehicle towing SR
Rooming or boarding house P		Medical, dental, and health practitioner P	<b>Industrial</b>
<b>Community Service</b>		Non-depository personal credit institution SR	<b>Freight Movement, Warehousing, and Wholesale Distribution</b>
Animal shelter SR		Office SR	Warehouse/Distribution facility SR
Community food services P		Personal services P	<b>Production of Goods</b>
Community recreation center P		Rental center SR	Artisan goods production SR
Cultural facility P		Self-service storage facility SR	Manufacturing, assembly, and fabrication, Light P
Day care facility SR		Sightseeing tour services P	<b>Waste and Recycling Facilities</b>
Government office P		Tattoo or body piercing facility SR	Recycling collection station P
Hospital P		Bar or other drinking place SR	
Library P		Restaurant SR	
Membership organization facility P		Restaurant, Carry-out P	
Nursing care facility P		Restaurant, Drive-through P	
Place of worship P		<b>Recreation/Entertainment</b>	
Public recreation facility SR		Arena, stadium, or outdoor theater SR	
Public safety facility P		Commercial recreation, Indoor P	
Short-term or transitional housing SE		Commercial recreation, Outdoor SR	
<b>Education</b>		Fitness or training center/studio P	
College or university P		Golf course SR	
Elementary, middle, or high school P		Marina P	
School, business or trade P		Performing arts center P	
<b>Funeral and Mortuary Services</b>		Sexually Oriented Business SR	
Cemetery SR		Shooting range, Indoor P	
Funeral home or mortuary P		Shooting range, Outdoor	
<b>Parks and Open Space</b>		Smoking place SR	
Arboretum or botanical garden P		<b>Retail Sales</b>	
Park or greenway SR		Bakery P	
Zoo SR		Building supply sales P	
<b>Transportation</b>		Consumer goods store SR	
Transit stop SR		Consumer goods store, Large P	
Fleet terminal P		Convenience store P	
Passenger terminal, surface transportation P		Drugstore P	
<b>Utilities and Communication</b>		Farmers' market P	
Antenna P		Flea market P	
Broadcasting studio P		Garden center or retail nursery P	
Communication tower SE		Grocery/Food store P	
Utility, minor SR		Manufactured home sales SR	
		Outdoor power equipment store P	
		Pawnshop P	

#### a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

#### b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

#### c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.



## **Case #24-033 MA - Zoning Districts**

<b>Proposed Zoning District</b>	
<b>Residential Three (R3) District</b>	
<b>Use Classification, Category, Type</b>	<b>R3</b>
<b>Agricultural</b>	
<b>Agriculture and Forestry</b>	
Community garden	SR
<b>Residential</b>	
<b>Household Living</b>	
Dwelling, Four-family	P
Dwelling, Single-family detached	P
Dwelling, Three-family	P
Dwelling, Two-family	SR
Group home, Family	SR
<b>Public, Civic and Institutional</b>	
<b>Community Service</b>	
Community recreation center	SR
Library	SR
Place of worship	SE
Public recreation facility	SR
Public safety facility	P
<b>Education</b>	
Elementary, middle, or high school	SR
<b>Parks and Open Space</b>	
Park or greenway	SR
<b>Transportation</b>	
Transit stop	SR
<b>Utilities and Communication</b>	
Antenna	P
Utility, minor	SR
<b>Commercial</b>	
<b>Recreation/Entertainment</b>	
Golf course	SE

### **a. Permitted Uses**

A “P” indicates that the use is allowed by right in the zoning district at the head of that column.

### **b. Special Requirements Uses**

An “SR” indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

### **c. Special Exception Uses**

An “SE” indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. 002-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17107-03-03 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

Section IV. Effective Date. This ordinance shall be effective from and after February 11, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this 11<sup>th</sup> day of

February, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



## Richland County Planning & Development Services Department

### Map Amendment Staff Report

**PC MEETING DATE:** October 7, 2024  
**RC PROJECT:** 2( -0' 5 MA  
**APPLICANT:** Robert C Lee

**LOCATION:** 511 Ross Road

**TAX MAP NUMBER:** R17107-03-03  
**ACREAGE:** .97 acres  
**EXISTING ZONING:** GC  
**PROPOSED ZONING:** RT

**ZPH SIGN POSTING:** December 2, 2024

#### Staff Recommendation

Disapproval

#### Eligibility for Map Amendment Request

##### **Section 26-52. Amendments**

*Minimum area for zoning map amendment application.* No request for a change in zoning classification shall be considered that involves an area of less than two (2) acres, except changes that involve one of the following:

**(b) (2) b. 4.**

4. An extension of the same existing zoning district boundary.  
(Ord. 038-09HR; 7-21-09)

#### Background

##### **Zoning History**

The original zoning as adopted September 7, 1977 was D-1 Development District. With the adoption of the 2005 Land Development Code the D-1 District was designated Rural District (RU). The subject property was rezoned to GC District under case number 21-015 MA.

##### **Zoning History for the General Area**

Three parcels east of the site were rezoned from Rural (RU) District to Residential Single-family Medium Density (RS-MD) District under case number 17-031MA.

##### **Zoning District Summary**

The GC District is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office, and service establishments and oriented primarily to major traffic arteries or extensive areas of predominately commercial usage and characteristics.

No minimum lot area requirement except as required by DHEC. Maximum density standard for residential uses of no more than sixteen (16) units per acres.

Based upon a gross density calculation, the maximum number of units for the site is approximately: 15 dwelling units. \*In calculating the maximum number of dwelling units, site characteristics, restrictions, land used for installation of infrastructure (which often amounts to 20-30% of the site), or application of open space provisions are not taken into consideration.

Direction	Existing Zoning	Use
<b><u>North:</u></b>	RU/RU	Residential/ Residential
<b><u>South:</u></b>	N/A	Interstate
<b><u>East:</u></b>	GC	Commercial Development
<b><u>West:</u></b>	RU	Residential

## Discussion

### **Parcel/Area Characteristics**

The parcel has frontage along Ross Road. The subject parcel is undeveloped. There are no sidewalks or streetlights along this section of Ross Road. The surrounding area is primarily characterized by residential uses and commercial uses. The properties north and west of the site are residences zoned RU. South of the site is Interstate 77. East of the site are commercial business First Response of Columbia SC and Supreme Bouncers, zoned GC.

### **Public Services**

Jackson Creek fire station (station number 32) is located on Two Notch Road, approximately 1.54 miles east of the subject parcel. There is a fire hydrant located at the terminus of Ross Road. Records indicate that the parcel is in the City of Columbia's water service area and located in East Richland County's Public Service District sewer service area.

Being within a service area is not a guarantee that services are available to the parcel.

### **Plans & Policies**

The 2015 Richland County Comprehensive Plan, ***"PUTTING THE PIECES IN PLACE"***, designates this area as ***Mixed Use Corridor***.

### **Land Use and Design**

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at "nodes" called Activity Centers where the highest density and integration of mixed uses occurs.

### **Desired Development Pattern**

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on

individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.

### **Traffic Characteristics**

The 2023 SCDOT traffic count (Station # 424) located north of the subject parcel on Ross Road identifies 1200 Average Daily Trips (ADT's). Ross Road is classified as a two lane undivided local road, maintained by SCDOT with a design capacity of 8,600 ADT's. This segment of Ross Road is currently operating at Level of Service (LOS) "A".

There are no planned or programmed improvements for this section of Ross Road, either through SCDOT or the County Penny Sales Tax program.

### **Conclusion**

The proposed rezoning is not consistent with the objectives outlined in the Comprehensive Plan. The recommended residential uses would not be in character with the land use and desired development pattern recommended in the 2015 Comprehensive Plan for this designation.

However, approval of the rezoning request would be in character with the existing commercial development patterns and zoning districts along this section of Ross Road.

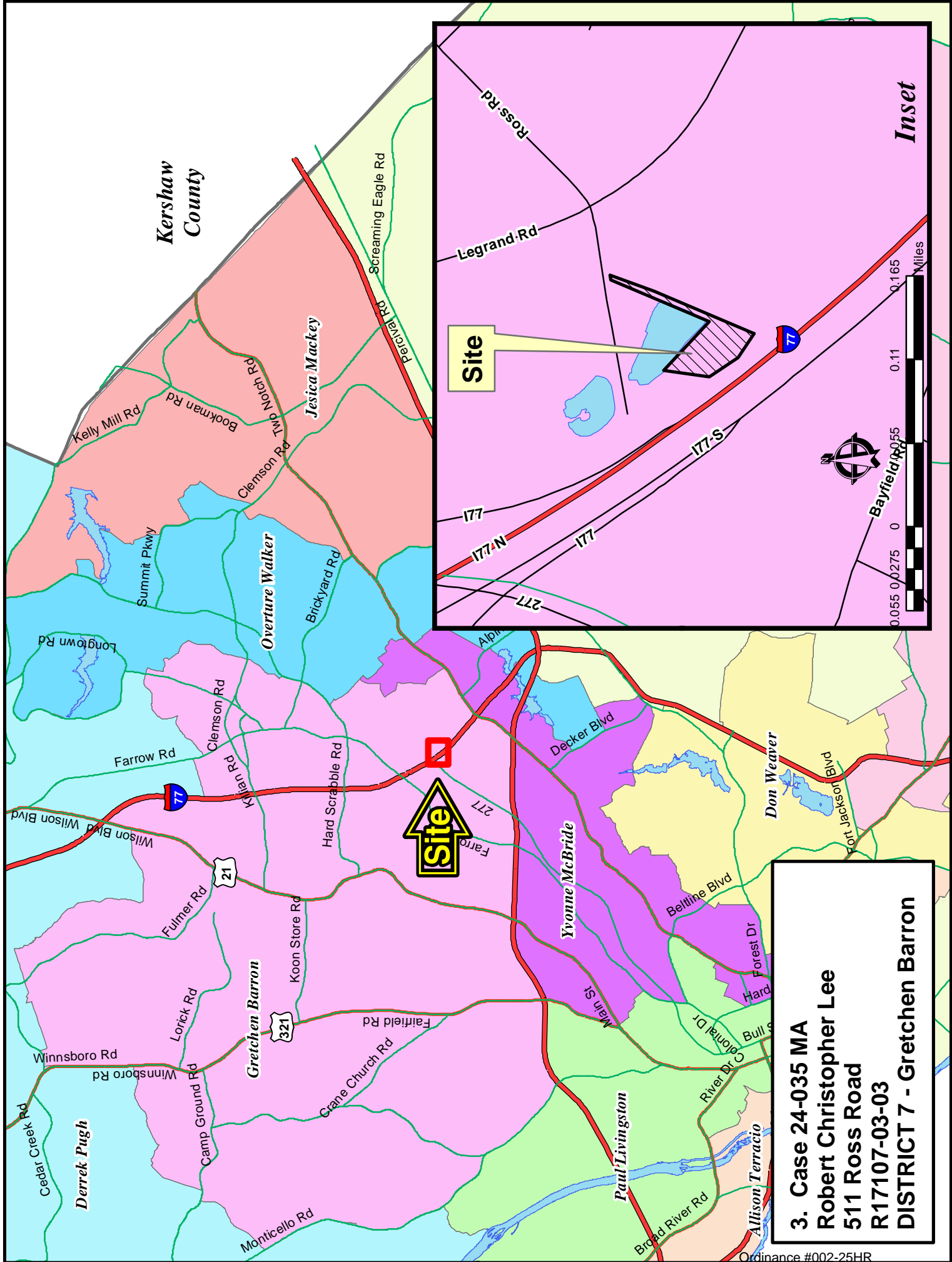
### **Planning Commission Action**

At their **October 7, 2024** meeting, the Richland County Planning Commission **disagreed** with the PDSD recommendation for the following reason:

- The requested zoning designation is consistent with the land uses of the surrounding area.

The PC recommends the County Council **approve** the proposed amendment for RC Project # **24-035 MA**.





**3. Case 24-035 MA**  
**Robert Christopher Lee**  
**511 Ross Road**  
**R17107-03-03**  
**DISTRICT 7 - Gretchen Barron**

CASE 24-035  
GC to RT  
TMS R17107-03-03

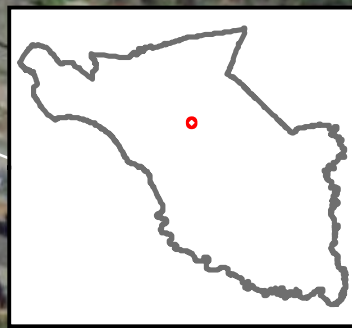
Legrand Rd

Ross Rd

Site

SPECIAL FLOOD HAZARD AREA

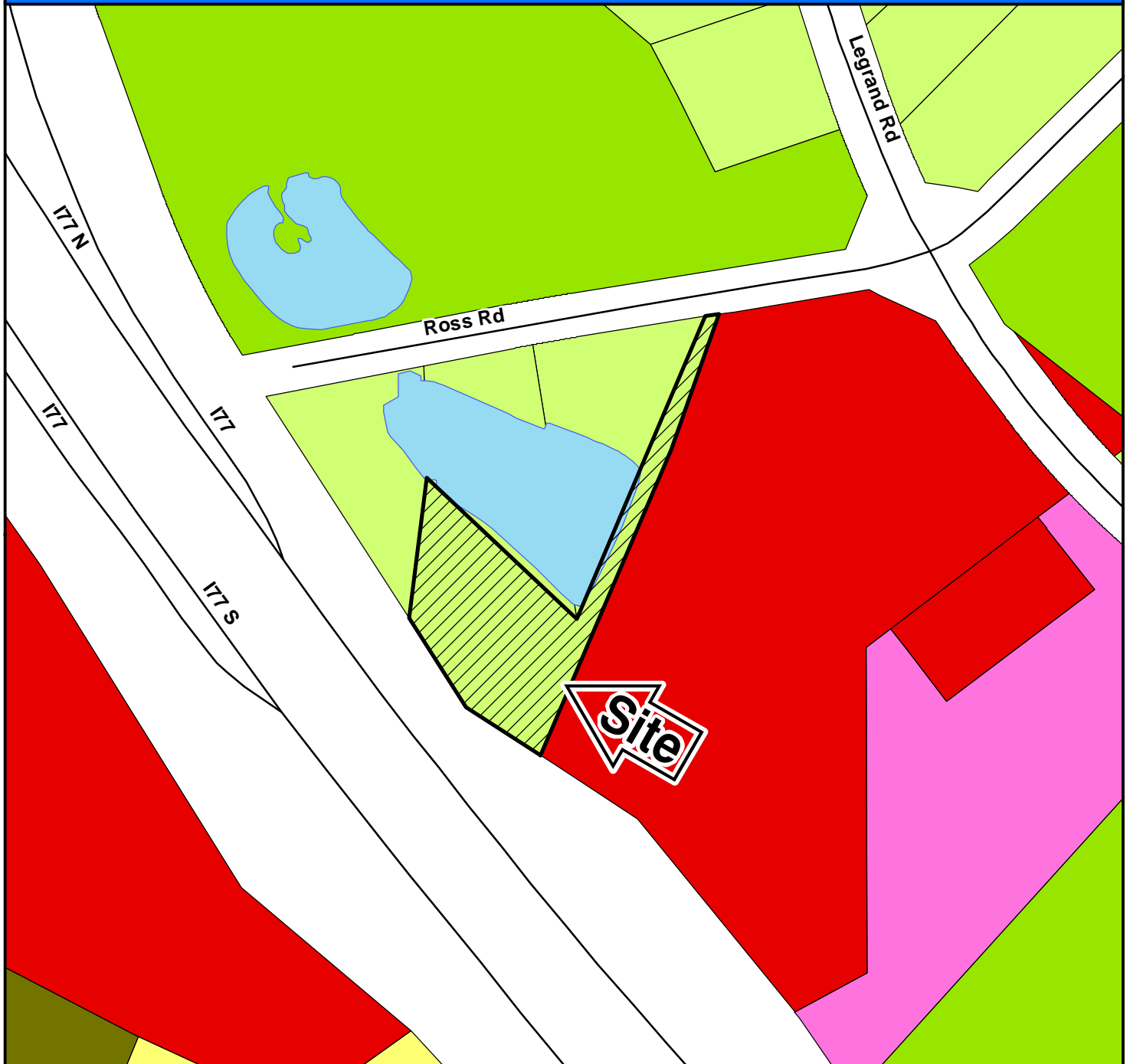
WETLANDS



Richland County & Woodport



# Case 24-035 MA GC to RT



## ZONING CLASSIFICATIONS

OS	R1	R5	GC	HI	CC-4
AG	R2	R6	M-1	CC-1	PD
HM	R3	RC	INS	CC-2	Subject Property
RT	R4	MU1	LI	CC-3	



# NORTHEAST PLANNING AREA

















## FUTURE LAND USE & PRIORITY INVESTMENT AREAS

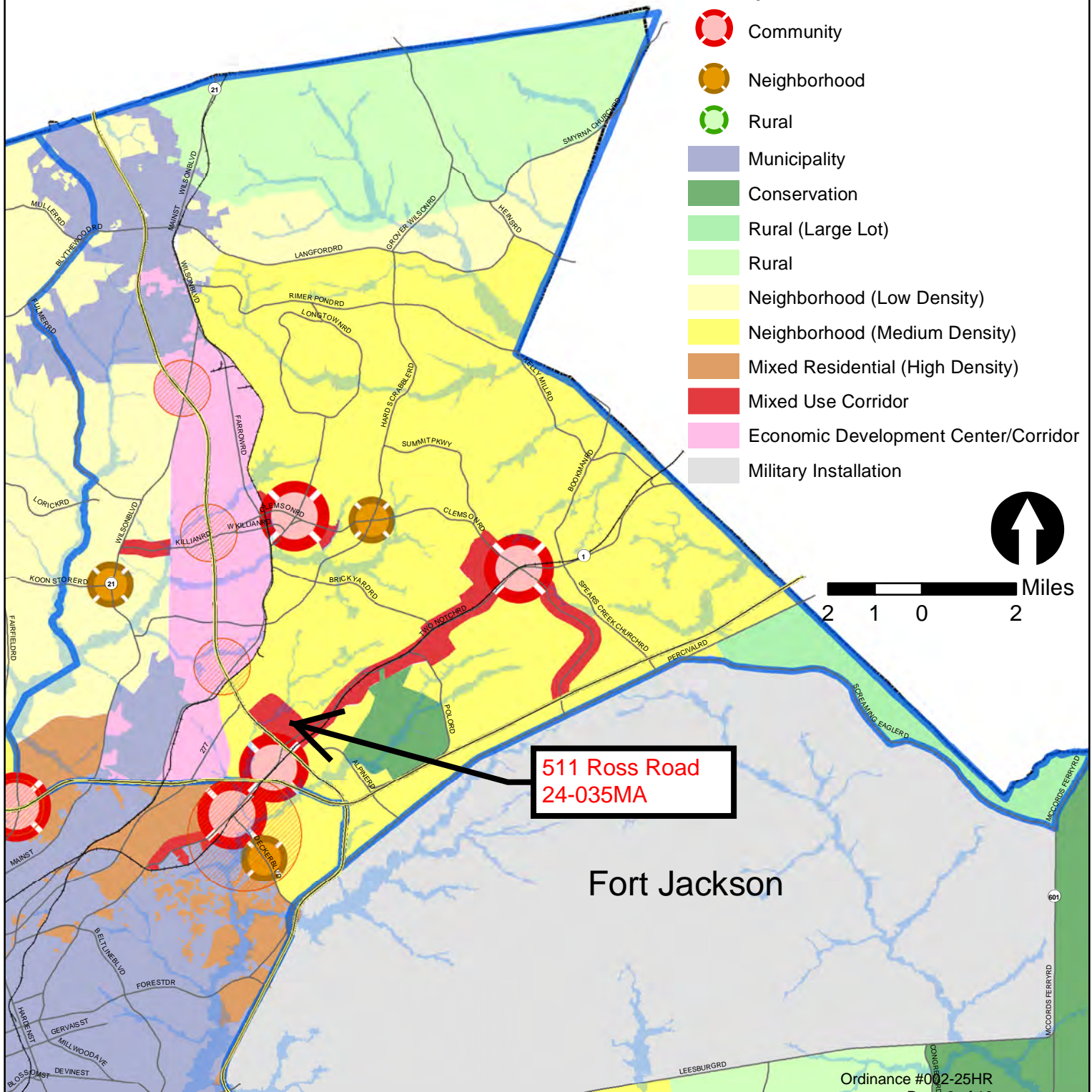


For more information on Priority Investment Areas, refer to the Priority Investment Element in Section 12 of the Comprehensive Plan.

Adopted March 17, 2015

### Legend

-  100 Year Floodplain
-  Priority Investment Area
-  Planning Area Boundary
- Activity Center**
-  Community
-  Neighborhood
-  Rural
-  Municipality
-  Conservation
-  Rural (Large Lot)
-  Rural
-  Neighborhood (Low Density)
-  Neighborhood (Medium Density)
-  Mixed Residential (High Density)
-  Mixed Use Corridor
-  Economic Development Center/Corridor
-  Military Installation



Fort Jackson

# Case #24-035 MA - Zoning Districts

## Current Zoning District

### General Commercial (GC) District

Use Classification, Category, Type	GC	Commercial	Traveler Accommodations
<b>Agricultural</b>		Kennel SR	P
<b>Agriculture and Forestry</b>		Pet grooming P	Bed and breakfast P
Community garden SE		Veterinary hospital or clinic SR	Home-based lodging P
<b>Agriculture and Forestry Related</b>		<b>Commercial Services</b>	Hotel or motel P
Farm supply and machinery sales and service P		Artist studio P	<b>Vehicle Sales and Services</b>
Produce stand P		Auction house P	Car wash P
<b>Residential</b>		Bank, Retail P	Heavy vehicle wash P
<b>Household Living</b>		Catering P	Parking, Commercial P
Dwelling, Live-Work SR		Commercial services P	Vehicle fueling station P
Dwelling, Multi-family P		Consumer goods repair SR	Vehicle parts and accessories store P
Group home, Family SR		Contractor's office P	Vehicle repair, minor P
<b>Group Living</b>		Lawn, tree, or pest control services P	Vehicle sales and rental P
Group home, Large SE		Linen or uniform supply P	Vehicle towing SR
Rooming or boarding house P		Medical, dental, and health practitioner P	<b>Industrial</b>
<b>Community Service</b>		Non-depository personal credit institution SR	<b>Freight Movement, Warehousing, and Wholesale Distribution</b>
Animal shelter SR		Office SR	Warehouse/Distribution facility SR
Community food services P		Personal services P	<b>Production of Goods</b>
Community recreation center P		Rental center SR	Artisan goods production SR
Cultural facility P		Self-service storage facility SR	Manufacturing, assembly, and fabrication, Light P
Day care facility SR		Sightseeing tour services P	<b>Waste and Recycling Facilities</b>
Government office P		Tattoo or body piercing facility SR	Recycling collection station P
Hospital P		Bar or other drinking place SR	
Library P		Restaurant SR	
Membership organization facility P		Restaurant, Carry-out P	
Nursing care facility P		Restaurant, Drive-through P	
Place of worship P		<b>Recreation/Entertainment</b>	
Public recreation facility SR		Arena, stadium, or outdoor theater SR	
Public safety facility P		Commercial recreation, Indoor P	
Short-term or transitional housing SE		Commercial recreation, Outdoor SR	
<b>Education</b>		Fitness or training center/studio P	
College or university P		Golf course SR	
Elementary, middle, or high school P		Marina P	
School, business or trade P		Performing arts center P	
<b>Funeral and Mortuary Services</b>		Sexually Oriented Business SR	
Cemetery SR		Shooting range, Indoor P	
Funeral home or mortuary P		Shooting range, Outdoor	
<b>Parks and Open Space</b>		Smoking place SR	
Arboretum or botanical garden P		<b>Retail Sales</b>	
Park or greenway SR		Bakery P	
Zoo SR		Building supply sales P	
<b>Transportation</b>		Consumer goods store SR	
Transit stop SR		Consumer goods store, Large P	
Fleet terminal P		Convenience store P	
Passenger terminal, surface transportation P		Drugstore P	
<b>Utilities and Communication</b>		Farmers' market P	
Antenna P		Flea market P	
Broadcasting studio P		Garden center or retail nursery P	
Communication tower SE		Grocery/Food store P	
Utility, minor SR		Manufactured home sales SR	
		Outdoor power equipment store P	
		Pawnshop P	

#### a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

#### b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

#### c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.



# **Case #24-035 MA - Zoning Districts**

## **Proposed Zoning District**

### **Residential Transition (RT) District**

Use Classification, Category, Type	RT
<b>Agricultural</b>	
<b>Agriculture and Forestry</b>	
Agriculture	P
Community garden	SR
Forestry	P
<b>Agriculture and Forestry Related</b>	
Agritourism	SR
Equestrian center	SR
Farm winery	SR
Produce stand	SR
Riding or boarding stable	P
Rural retreat	SE
<b>Residential</b>	
<b>Household Living</b>	
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
Manufactured home park	SR
<b>Group Living</b>	
Children's residential care home	SE
Continuing care community	SE
Group home, Large	SE
Rooming or boarding house	SR
<b>Community Service</b>	
Community recreation center	SR
Day care facility	SR
Library	SR
Membership organization facility	SE
Nursing care facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
<b>Education</b>	
Elementary, middle, or high school	SR
<b>Funeral and Mortuary Services</b>	
Cemetery	SR
<b>Parks and Open Space</b>	
Arboretum or botanical garden	SE
Park or greenway	SR
<b>Transportation</b>	
Transit stop	SR
<b>Utilities and Communication</b>	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR

<b>Commercial</b>	
Kennel	SR
<b>Recreation/Entertainment</b>	
Golf course	SR
Hunt club	P
<b>Traveler Accommodations</b>	
Bed and breakfast	SR
Campground	SR
Home-based lodging	SR
<b>Industrial</b>	
<b>Extraction</b>	
Borrow pit	SE

#### **a. Permitted Uses**

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

#### **b. Special Requirements Uses**

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

#### **c. Special Exception Uses**

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. 003-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R18600-01-01 (PORTION OF) FROM AGRICULTURAL DISTRICT (AG) TO HOMESTEAD DISTRICT (HM); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

Section IV. Effective Date. This ordinance shall be effective from and after February 11, 2025.

RICHLAND COUNTY COUNCIL

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

Attest this 11<sup>th</sup> day of

February, 2025

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



## Richland County Planning & Development Services Department

### Map Amendment Staff Report

**PC MEETING DATE:** December 2, 2024  
**RC PROJECT:** 24-042 MA  
**APPLICANT:** Christopher Knight

**LOCATION:** 5801 Bluff Road

**TAX MAP NUMBER:** R18600-01-01 (portion of)  
**ACREAGE:** 52.71 acres  
**EXISTING ZONING:** AG  
**PROPOSED ZONING:** HI

**ZPH SIGN POSTING:** December 2, 2024

#### Staff Recommendation

Disapproval

#### Background

##### Zoning History

The original zoning as adopted September 7, 1977 was Rural District (RU). With the adoption of the 2005 Land Development Code, the RU District was carried forward. With the adoption of the 2021 Land Development Code the Rural District (RU) was designated Agricultural District (AG).

A portion of the property to the north was rezoned from Rural District (RU) to Heavy Industrial District (HI) under case number 09-013MA.

##### Zoning District Summary

The Heavy Industrial District provides lands for intense industrial development that generally involves greater potential for adverse impacts on the environment and surrounding lands, such as dust, fumes, smoke, odor, noise, and vibration, and that may involve large-scale activities requiring extensive movement of vehicles, materials, and goods. Development allowed in this district includes resource extraction, heavy production and processing, outdoor storage, warehouse distribution, major utility facilities, and other similar industrial uses.

Direction	Existing Zoning	Use
<u>North:</u>	HI	Westinghouse
<u>South:</u>	AG	Agriculture
<u>East:</u>	AG	Agriculture
<u>West:</u>	AG	Agriculture

## Discussion

### ***Parcel/Area Characteristics***

The subject property is undeveloped with frontage along Bluff Road, a two-lane undivided minor arterial without sidewalks or streetlights along this section. The immediate area is primarily characterized by undeveloped lots and Westinghouse to the north.

### **Public Services**

The subject parcel is within the boundaries of Richland School District One. Mill Creek Elementary School is located about 3.4 miles from the subject parcel. The Atlas Road fire station (Station number 8) is approximately 2.75 north of the subject parcel. The parcel is within the City of Columbia's water service area and septic for sewer and wastewater.

Being within a service area is not a guarantee that services are available to the parcel.

### **Plans & Policies**

The 2015 Richland County Comprehensive Plan, ***"PUTTING THE PIECES IN PLACE"***, designates this area as **Conservation**.

### **Land Use and Design**

Environmentally sensitive development that supports agricultural, horticultural, forestry, and related working lands uses, educational and research practices, recreational areas, and natural open spaces. This includes Harbison State Forest, Sesquicentennial State Park, Clemson Extension, and Congaree National Park.

### **Desired Development Pattern**

Limited development using low-impact designs to support environmental preservation, tourism, recreation, research, education, and active working land uses. Subdivision of land for commercial and residential development is discouraged within these areas.

### **Traffic Characteristics**

The 2023 SCDOT traffic count (Station #239) located west of the site on Bluff Road, from Atlas Road to Longwood Road, identifies 10,000 Average Daily Trips (ADTs). Bluff Road is classified as a two lane undivided minor arterial, maintained by SCDOT with a design capacity of 10,800 ADTs. This section of Bluff Road is currently operating at Level of Service (LOS) "C".

A programmed Transportation Alternative project by SCDOT is currently in the design/development stage for sidewalks and bike lanes along Bluff Road from Windy Road to Carswell Road. There is a dirt resurfacing project through the Richland Penny Sales Tax program for Bluff Oaks Road, where the subject property has frontage.

## Conclusion

The proposed rezoning is not consistent with the objectives outlined in the Comprehensive Plan. According to the Comprehensive Plan, parcels within the Conservation future land use area should consist of primarily non-developed uses, such as forestry, agriculture, or natural open spaces. The uses permitted in the requested zoning designated are not supportive of the uses recommended for the Conservation designation.

For this reason, staff recommends **Disapproval** for this map amendment.

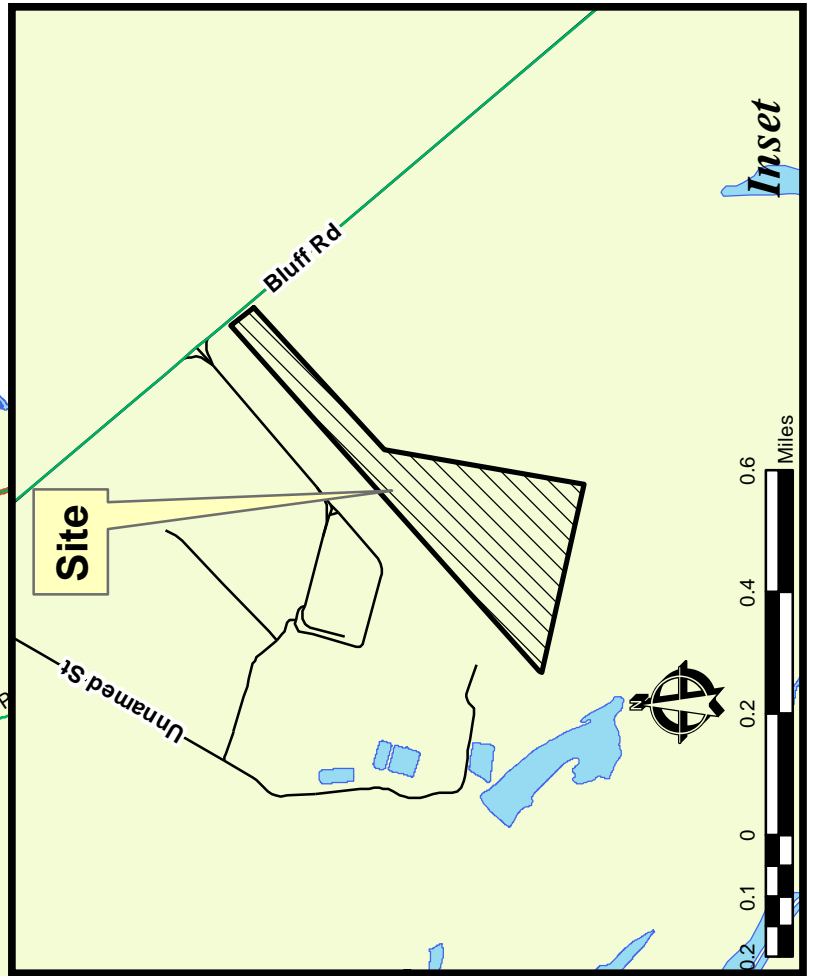
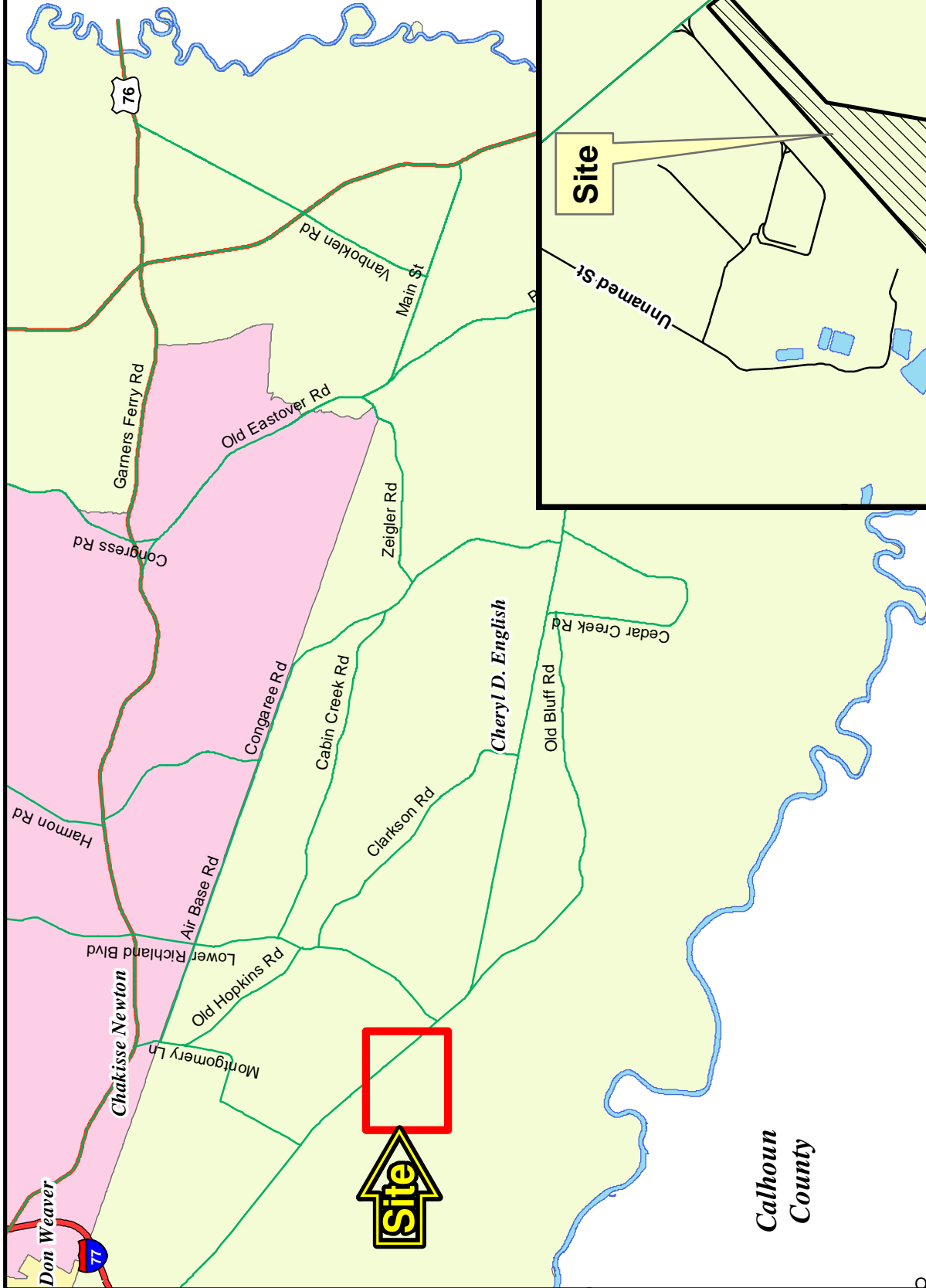
However, the proposed zoning designation would be consistent with the existing land use and zoning of the adjacent industrial development (Westinghouse).

<b>Planning Commission Action</b>
-----------------------------------

At their **December 2, 2024** meeting, the Richland County Planning Commission **agreed** with the PDSD recommendation and recommends the County Council **disapprove** the proposed amendment for RC Project # **24-042 MA**.



Sumter  
County



Inset

Calhoun  
County

1. Case 24-042 MA  
Christopher Knight  
5801 Bluff Road  
R18600-01-01 (P)  
DISTRICT 10 - Cheryll D. English



**CASE 24-042**  
**AG to HI**  
**TMSR18600-01-01 (P)**

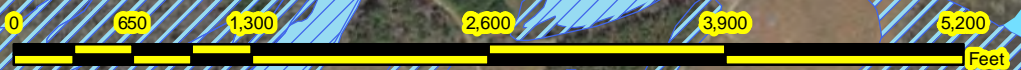
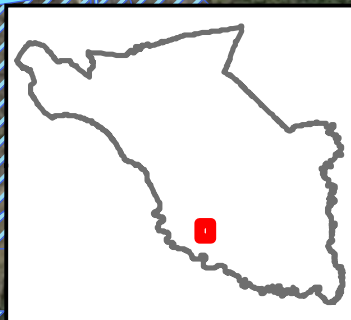
Unnamed St

Bluff Rd

**Site**

 **SPECIAL FLOOD HAZARD AREA**

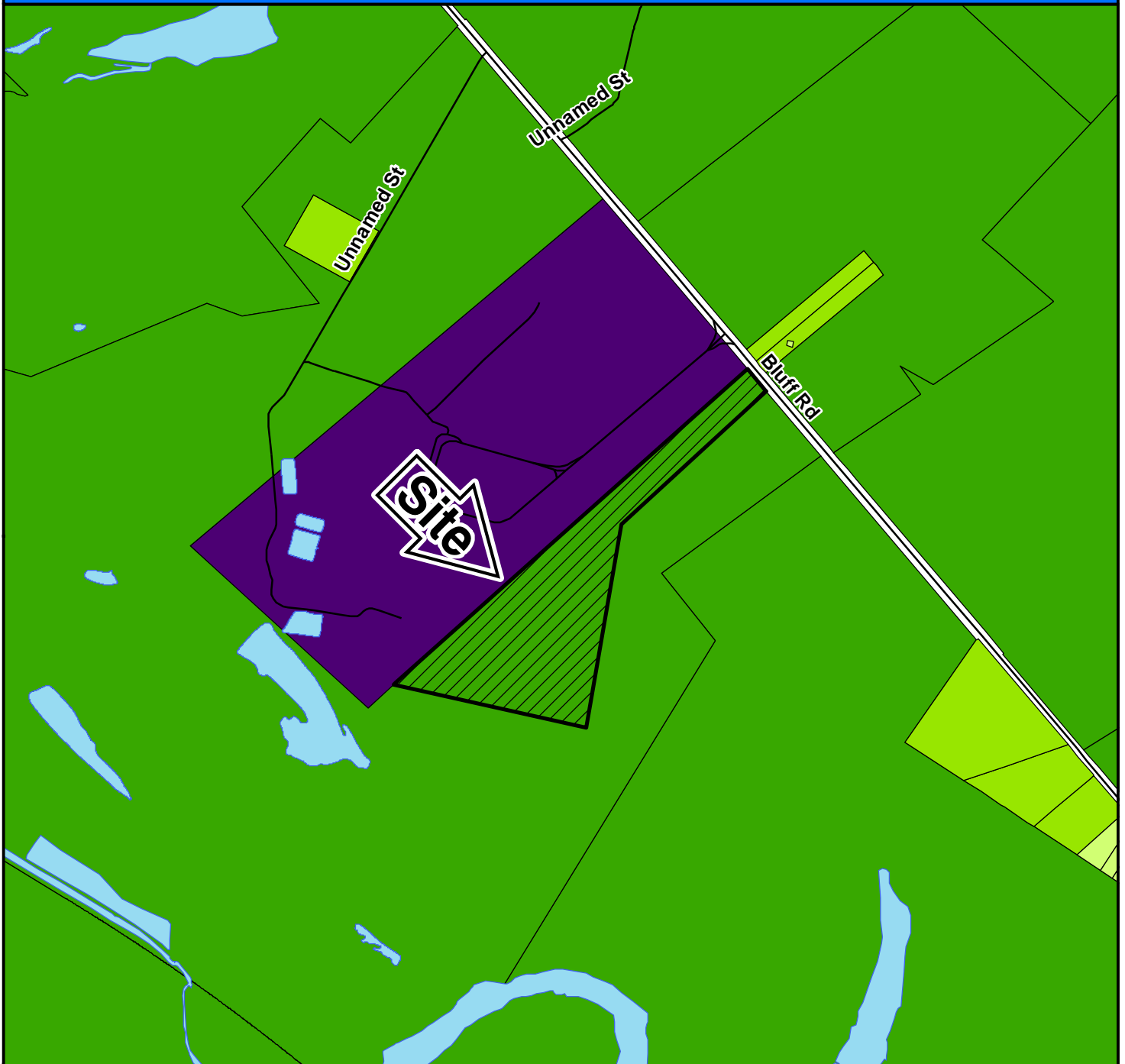
 **WETLANDS**



Richland County & Woopert



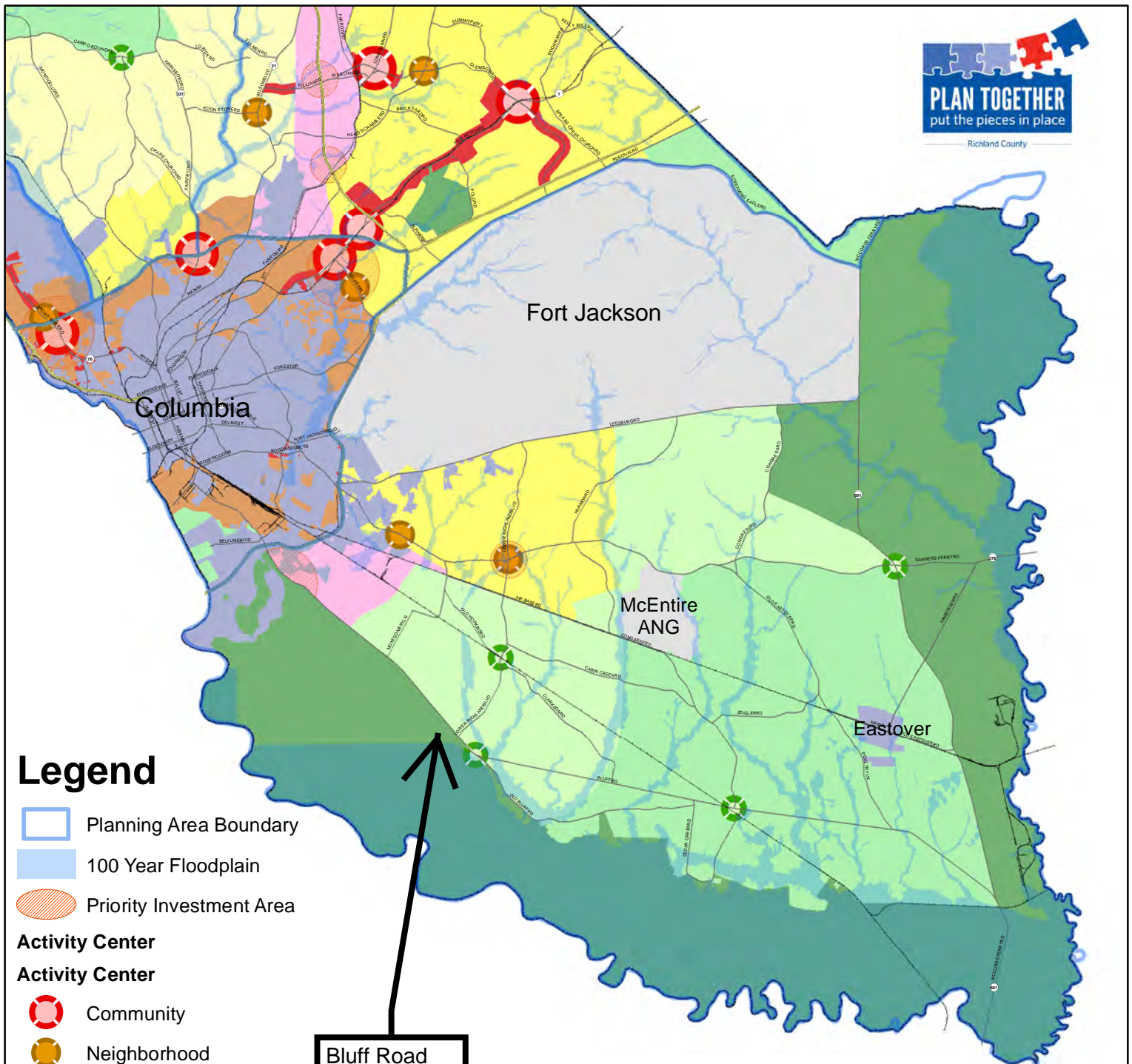
# Case 24-042 MA AG to HI



















## ZONING CLASSIFICATIONS

OS	R1	R5	GC	HI	CC-4
AG	R2	R6	M-1	CC-1	PD
HM	R3	RC	INS	CC-2	Subject Property
RT	R4	MU1	LI	CC-3	





## Legend

-  Planning Area Boundary
-  100 Year Floodplain
-  Priority Investment Area
- Activity Center**
-  Community
-  Neighborhood
-  Rural
-  Municipality
-  Conservation
-  Rural (Large Lot)
-  Rural
-  Neighborhood (Low Density)
-  Neighborhood (Medium Density)
-  Mixed Residential (High Density)
-  Mixed Use Corridor
-  Economic Development Center/Corridor
-  Military Installation

Bluff Road  
24-042MA

For more information on  
Priority Investment Areas,  
refer to the Priority Investment  
Element in Section 12 of the  
Comprehensive Plan.

## FUTURE LAND USE & PRIORITY INVESTMENT AREAS SOUTHEAST PLANNING AREA



Adopted March 17, 2015

4 2 0 4 Miles  
Ordinance #003-25HR

# **Case #24-042 MA - Zoning Districts**

## **Current Zoning District**

### **Agricultural (AG) District**

<b>Use Classification, Category, Type</b>	<b>AG</b>
<b>Agricultural</b>	
<b>Agriculture and Forestry</b>	
Agriculture	P
Community garden	SR
Forestry	P
Poultry farm	SR
Swine farm	SE
<b>Agriculture and Forestry Related</b>	
Agriculture research facility	P
Agritourism	P
Equestrian center	SR
Farm distribution hub	P
Farm supply and machinery sales and service	P
Farm winery	SR
Produce stand	P
Riding or boarding stable	P
Rural retreat	SR
Veterinary services (livestock)	P
<b>Residential</b>	
<b>Household Living</b>	
Dwelling, Live-Work	SR
Dwelling, Single-family detached	P
Group home, Family	SR
Manufactured home	SR
<b>Group Living</b>	
Rooming or boarding house	SE
<b>Public, Civic, and Institutional</b>	
<b>Community Service</b>	
Community recreation center	SR
Library	SR
Membership organization facility	SE
Place of worship	SR
Public recreation facility	SR
Public safety facility	P
<b>Education</b>	
Elementary, middle, or high school	SR
<b>Funeral and Mortuary Services</b>	
Cemetery	SR
<b>Parks and Open Space</b>	
Arboretum or botanical garden	SE
Park or greenway	SE
Zoo	SR
<b>Transportation</b>	
Transit stop	SR
<b>Utilities and Communication</b>	
Antenna	P
Communication tower	SE
Solar energy conversion system, Large scale	SR
Utility, minor	SR
Wind energy conversion system, Large scale	SE

<b>Commercial</b>	
Kennel	SR
<b>Recreation/Entertainment</b>	
Hunt club	P
Shooting range, Outdoor	SE
<b>Retail Sales</b>	
Farmers' market	SR
<b>Traveler Accommodations</b>	
Bed and breakfast	SR
Campground	SE
Home-based lodging	SR
<b>Industrial</b>	
<b>Extraction</b>	
Borrow pit	SE
Timber and timber products wholesale sales	SR
<b>Production of Goods</b>	
Manufacturing, assembly, and fabrication, Light	SR
Manufacturing, assembly, and fabrication, General	SR
Manufacturing, assembly, and fabrication, Intensive	SR

#### **a. Permitted Uses**

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

#### **b. Special Requirements Uses**

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

#### **c. Special Exception Uses**

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.



# Case #24-042 MA - Zoning Districts

## Proposed Zoning District

### Heavy Industrial (=I) District

Use Classification, Category, Type	HI
<b>Agricultural</b>	
<b>Agriculture and Forestry</b>	
Agriculture	P
Forestry	P
Poultry farm	SR
Swine farm	SE
<b>Agriculture and Forestry Related</b>	
Agriculture research facility	P
Agritourism	P
Farm distribution hub	P
Farm supply and machinery sales and service	P
<b>Residential</b>	
<b>Community Service</b>	
Correctional facility	SE
Public safety facility	P
<b>Education</b>	
School, business or trade	SR
<b>Funeral and Mortuary Services</b>	
Cemetery	SR
<b>Parks and Open Space</b>	
Park or greenway	SR
<b>Transportation</b>	
Airport	P
Transit stop	SR
Fleet terminal	P
Passenger terminal, surface transportation	P
<b>Utilities and Communication</b>	
Antenna	P
Communication tower	SR
Power generation facility	P
Solar energy conversion system, Large scale	P
Utility, major	P
Utility, minor	SR
Wind energy conversion system, Large scale	SR
<b>Commercial</b>	
<b>Commercial Services</b>	
Commercial services	P
Contractor's office	P
Linen or uniform supply	P
Office	P
Rental center	P
Self-service storage facility	P
Sightseeing tour services	P

<b>Recreation/Entertainment</b>	
Racetrack or drag strip	SE
Sexually Oriented Business	SR
Shooting range, Indoor	P
Shooting range, Outdoor	SE
<b>Retail Sales</b>	
Building supply sales	P
Convenience store	P
<b>Vehicle Sales and Services</b>	
Car wash	P
Heavy vehicle wash	P
Parking, Commercial	P
Vehicle fueling station	P
Vehicle repair, major	P
Vehicle repair, minor	P
Vehicle towing	P
<b>Industrial</b>	
<b>Extraction</b>	
Borrow pit	P
Mining/Extraction	P
<b>Freight Movement, Warehousing, and Wholesale Distribution</b>	
Warehouse/Distribution facility	P
Motor freight facility	P
Rail transportation facility	P
Timber and timber products wholesale sales	P
<b>Industrial Service</b>	
Contractor's yard	P
Fuel sales (non-vehicular)	SR
Large vehicle and commercial and industrial equipment repair	P
Remediation services	P
<b>Production of Goods</b>	
Artisan goods production	P
Manufacturing, assembly, and fabrication, Light	P
Manufacturing, assembly, and fabrication, General	P
Manufacturing, assembly, and fabrication, Intensive	SR
<b>Waste and Recycling Facilities</b>	
Construction and inert debris landfill	SE
Hazardous waste collection, storage, and disposal	SE
Non-hazardous waste collection, storage, and disposal	SR
Recycling collection station	P
Recycling sorting facility	P
Scrapyard	SE

#### a. Permitted Uses

A "P" indicates that the use is allowed by right in the zoning district at the head of that column.

#### b. Special Requirements Uses

An "SR" indicates that the use is allowed in the zoning district at the head of that column only if the Zoning Administrator determines the use complies with the use-specific standards.

#### c. Special Exception Uses

An "SE" indicates that the use is allowed in the zoning district only if the Board of Zoning Appeals approves a special exception permit for the use.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND             )

**A RESOLUTION**  
Resolution #2025-0211-002

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

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

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

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

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

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

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

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

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

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

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

[End of Resolution]

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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Jesica Mackey, Chair  
Richland County Council

Attest:

---

Anette Korylo, Clerk to Council  
Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

---

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

**A RESOLUTION**  
Resolution #2025-0211-003

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



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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Jesica Mackey, Chair  
Richland County Council

Attest:

\_\_\_\_\_  
Anette Kyrlo, Clerk  
Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

**EXHIBIT A**

**JOINDER AGREEMENT**

[attached]

## **JOINDER AGREEMENT**

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

### **1. Joinder to Fee Agreement.**

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

### **2. Capitalized Terms.**

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

### **3. Representations of the Sponsor Affiliates.**

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

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

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

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

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

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

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

**4. Governing Law; Counterparts.**

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

**5. Notice.**

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

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

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

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

*[Signature page follows]*



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

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

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

[Signature page to Joinder Agreement]

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

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

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

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

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

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

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

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

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

By: RC  
Name: Ben Catt  
Its: Manager

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

[Signature page to Joinder Agreement]

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

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

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

[Signature page to Joinder Agreement]

**EXHIBIT B**

**ASSIGNMENT AND ASSUMPTION OF JOINDER AGREEMENT**

[attached]

## ASSIGNMENT AND ASSUMPTION OF JOINDER AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

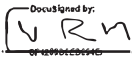
*[signature page to follow]*

*[signature page to Assignment and Assumption of Fee Agreement]*

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

**ASSIGNORS:**


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

By:   
Name: William V. Roberts  
Title: President

**WILLIAM V. ROBERTS**

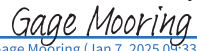
By: 

**JANE R. BALLARD 2017 IRREVOCABLE TRUST**

By:   
Name: William V. Roberts  
Title: Trustee

**ASSIGNEE:**

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

By:   
Name: Gage Mooring *BTR*  
Title: Co-CEO



## EXHIBIT A TO ASSIGNMENT AGREEMENT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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


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

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

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk of Council, Richland County Council

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



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

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

**BETWEEN**

**EASTOVER SOLAR LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF MAY 21, 2019**

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Exhibit E	Description of Special Source Credits Claw Back



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

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

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



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

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

### WITNESSETH:

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

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

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

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

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

### ARTICLE I DEFINITIONS

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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



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

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

### **ARTICLE III THE PROJECT**

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

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

#### **Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County, pursuant to the instructions set forth in **Section 10.1** of this Fee Agreement, with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or a Phase thereof was placed in service; and (iii) include copies of all filings made in accordance with this **Section**.



## ARTICLE IV FILOT PAYMENTS

### Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the FILOT Act (for the Land portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 469.0 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of [June 30, 2018].

As authorized in, and subject to the provisions of, Section 12-44-50(A)(3) of the FILOT Act, the FILOT Payments shall be calculated pursuant to an alternative payment method yielding (over the Phase Exemption Period for each Phase) a payment stream which has the same net present value as the payment stream which would be generated using the standard FILOT calculation provided under Section 12-44-50(A)(1) of the FILOT Act and the factors set forth above in Section 4.1 of this Fee Agreement. Such net present value calculations shall be determined using a discount rate which is equivalent to the yield in effect for new or existing United States Treasury bonds of similar maturity as published during the month in which this Fee Agreement is executed, which is [ ]% (i.e., the discount rate so in effect on [ ]).

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the FILOT Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

**Section 4.2. *FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:



(a) FILOT Payments, calculated in accordance with **Section 4.1** of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace and such replacement occurs after the Investment Period.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is prospectively subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes; provided, however, that notwithstanding the foregoing provisions of this **Section 4.3**, if any part of the Economic Development Property is so removed and disposed of, then the Sponsor is obligated to pay to the County an amount equal to the difference between (i) what the Sponsor would have paid to the County with respect to such Economic Development Property using the standard FILOT calculation described in Section 12-44-50(A)(1) of the FILOT Act and the factors set forth in **Section 4.1** of this Fee Agreement and (ii) the amount actually paid by the Sponsor using the alternative payment method FILOT described in Section 12-44-50(A)(3) and the factors set forth in **Section 4.1** of this Fee Agreement (a "Differential Payment"), after taking into account the Special Source Credits that would have applied, or did apply, to each such FILOT Payment, as the case may be. Such Differential Payment will be made and included by the Sponsor with the FILOT Payment due to the County for the tax year corresponding to the property tax year in which such removal and disposal occurs.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the tax year corresponding to the property tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Term of this Fee Agreement title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic



Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in **Section 4.1(a)(i)** of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the FILOT Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property for a particular tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**Section 4.9. Failure to Satisfy the NPV FILOT Minimum Investment Requirement.** In the event that the NPV FILOT Minimum Investment Requirement is not satisfied, but the Standard FILOT Minimum Investment Requirement is nevertheless satisfied, then the FILOT Payments shall revert retroactively and prospectively to the amounts due under the standard FILOT under Section 12-44-50(A)(1) of the FILOT Act and the factors set forth in **Section 4.1** of this Fee Agreement, and in such event, the Sponsor shall pay to the County a Differential Payment as described in **Section 4.3** of this Fee Agreement.

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. Special Source Credits.** To assist in the payment of, or reimbursement for, costs of Infrastructure, the Sponsor is entitled to claim a Special Source Credit to reduce each FILOT Payment due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Special Source Credit is described in Exhibit D. In no event may the Sponsor's aggregate Special Source Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Credit is applicable ("*Credit Term*"), the County shall, following receipt by the County from the Sponsor of notice setting forth the annual depreciation rate utilized pursuant to Section 12-44-50(A)(1)(c)(ii) of the FILOT Act for such property tax year, which notice shall be in form and substance reasonably acceptable to the County, prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in



accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## **ARTICLE VI CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to satisfy the Contract Minimum Investment Requirement by the end of the Investment Period, then the Sponsor is subject to the claw backs as described in Exhibit E with respect to the Special Source Credits. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

## **ARTICLE VII DEFAULT**

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "Cessation of Operations" means a publicly announced closure of the Facility made by the Sponsor or a complete cessation of operations at the Project that continues for a period of twelve (12) consecutive months;

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

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

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

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



**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email) to the Sponsor designee identified in **Section 10.1** of this Fee Agreement, may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("*Confidential Information*") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "*Confidential Information*." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement



prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

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

(b) In the event the County resists or defends against any Claim on behalf of itself or any other Indemnified Party, the County is entitled to designate counsel of its choice, subject to approval by the Sponsor, which approval shall not be unreasonably withheld, conditioned or delayed, and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys' fees, incurred in connection with the response to or defense against such Claim. The County shall provide, on a monthly basis, a statement of all such costs incurred in the response or defense during such month, and the Sponsor shall pay the County within 30 days of receipt of the statement, together with reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide the portions of any such documentation which may be privileged or confidential to evidence the costs.

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

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.



**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. Transfer and Assignment.** The County agrees that the Sponsor and each other Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, Nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Sponsor or any Sponsor Affiliate or operates such assets for the Sponsor or any Sponsor Affiliate or is leasing all or a portion of the Project in question from the Sponsor or any Sponsor Affiliate. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Sponsor or such other Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the FILOT Payments and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without action of the County, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate or an Affiliate of the Sponsor or any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby preapproves and consents, the Sponsor or such Sponsor Affiliate shall obtain the prior written consent or subsequent written ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Sponsor or such other Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Removed Components, no such transfer shall affect or reduce any of the obligations of the Sponsor or any such other Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of the Sponsor or any such Sponsor Affiliate in the Project property so transferred; (iv) the Sponsor or any such Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement. The County acknowledges that, notwithstanding any of the terms of this Section 8.6 or this Agreement, it has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Sponsor or any Sponsor Affiliate.

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a



charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## **ARTICLE IX SPONSOR AFFILIATES**

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the FILOT Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

### **IF TO THE SPONSOR:**

Eastover Solar LLC  
c/o Community Energy Solar, LLC  
Attn: Chris Killenberg  
151 E. Rosemary St., Suite 202  
Chapel Hill, North Carolina 27514

### **WITH A COPY TO (does not constitute notice):**

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhlikar  
1230 Main Street, Suite 700 (29201)  
Post Office Drawer 2426  
Columbia, South Carolina 29202



**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County.



(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate or expand in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. *Force Majeure.*** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. *Term; Termination by Sponsor.***

(a) Unless first terminated under any other provision of this Fee Agreement, This Fee Agreement shall be and remain in full force and effect for a term commencing on the effective date of this Fee Agreement, and ending at midnight on the later of (i) the day the last FILOT Payment is made under this Fee Agreement; or (ii) the day all Special Source Credits due from the County hereunder have been fully provided by the County.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are expressly stated in the Fee Agreement to survive termination, shall survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. *Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. *Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*



**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

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

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**EASTOVER SOLAR LLC**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**[FULL PROPERTY DESCRIPTION TO BE INSERTED]**

**TAX MAP NOS.**

**R39200-02-03**

**R39300-02-02 (portion)**

**R39300-02-06 (portion)**

**R39300-02-05 (portion)**



**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

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

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_] a \_\_\_\_\_ authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the FILOT Act.

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

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

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

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

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below,

\_\_\_\_\_  
Date

**EASTOVER SOLAR LLC**

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

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**[TO BE ADDED]**



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

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

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

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

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

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

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

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

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

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

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

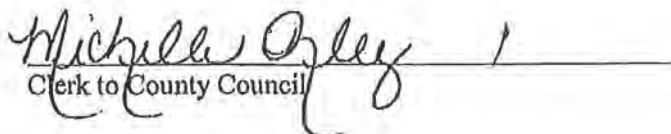
**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council



**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF SPECIAL SOURCE CREDIT**

The Sponsor shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from the Sponsor under this Fee Agreement for the full Term of this Fee Agreement in an amount equal to seventy seven percent (77%) of each such FILOT Payment, commencing with the tax year for which the initial FILOT Payment is due under this Fee Agreement.

Notwithstanding the foregoing provisions of this Exhibit D, (i) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the FILOT Act, in calculating any FILOT Payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is less than 5%, the above-described initial Special Source Credits percentage (77%) otherwise applicable against the FILOT Payment due with respect to such property shall be increased by an amount sufficient so that such net FILOT Payment due after application of such increased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (77%); and (ii) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the FILOT Act, in calculating any FILOT Payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is more than 5%, the above-described initial Special Source Credits percentage (77%) otherwise applicable against the FILOT Payment due with respect to such property shall be decreased by an amount sufficient so that such net FILOT Payment due after application of such decreased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (77%).

THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.



**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF SPECIAL SOURCE CREDITS CLAW BACK**

**Repayment Amount = Total Special Source Credits Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved (based on highest level of Project investment within Investment Period) / Contract Minimum Investment Requirement [may not exceed 100%]**

*For example, and by way of example only, if the County granted \$[I] in Special Source Credits, and \$[D] is the highest level invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$[D]/\$[Contract Minimum Investment Requirement] = [F]%*

*Claw Back Percentage = 100% - F% = H%*

*Repayment Amount = \$[I] x [H]% = \$[J]*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

The Sponsor shall continue to be eligible for the Special Source Credits against each FILOT Payment due from the Sponsor for the remaining tax years of the period set forth in **Section 5.1** and **Exhibit D** of this Fee Agreement; provided, however, in the event that determination of the Investment Achievement Percentage results in a positive percentage figure, the initial Special Source Credits percentage set forth in **Section 5.1** and **Exhibit D** of this Fee Agreement (77%) shall be reduced for the remaining such period by the percentage equal to such Investment Achievement Percentage (*i.e.*, if an Investment Achievement Percentage of 10%, a resulting prospective Special Source Credits percentage of 69.3%); provided, further, however, that in the event that the Actual Investment Achieved (as described above) is less than \$25,000,000, any such Special Source Credits shall terminate prospectively with respect to such remaining tax years.



**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 003-23 #12**

**AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND EASTOVER SOLAR, LLC., RELATING TO, WITHOUT LIMITATION, THE FURTHER INVESTMENT OF THE PROJECT, THE INCREASE OF THE PHASE TERMINATION DATE, AND AN UPDATE TO THE FEE PAYMENT SCHEDULE AND AMOUNT AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution"), the Code of Laws of South Carolina, 1976, as amended (the "Code"), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; and

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (the "Act") to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act); and

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (the "State") and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a "fee agreement," as defined in the Act); and

WHEREAS, Eastover Solar, LLC, a South Carolina limited liability company (the "Company"), plans to cause the construction of and operate a solar power generation facility located in the County (as defined in the Fee Agreement, as that term is defined below, the "Project"); and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of May 21, 2019 (the "Fee Agreement") by which there was created a fee-in-lieu-of-tax arrangement with respect to certain property leased and owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$77 million (the "Contract Minimum Investment Requirement" and as defined in the Fee



Agreement) at the Project by the end of the Investment Period (as defined in the Fee Agreement); and

WHEREAS, the Company has requested the County to amend the incentive terms in the Fee Agreement to authorize (i) the increase in the Contract Minimum Investment Requirement to \$113 million; (ii) the increase in the Phase Termination Date (as defined in the Fee Agreement) of the Fee Agreement from 30 years to 40 years; and (iii) update of Exhibit D to the Fee Agreement to reflect an updated FILOT payment schedule for the Project (together, the "Revised Incentives Terms"); and

WHEREAS, the County and the Company now desire to amend the Fee Agreement to memorialize such Revised Incentive Terms; and

WHEREAS, all capitalized terms not specifically defined herein, shall have the meaning as defined in the Fee Agreement, and if not defined therein shall have the meaning as defined in the Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of First Amendment of Fee Agreement (the "Amendment") by and between the County and the Company memorializing the Revised Incentives Terms; and

WHEREAS, the County desires to approve and authorize the Revised Incentives Terms, and it appears that the Amendment now before this meeting is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Statutory Findings and Determinations. The County hereby finds and determines that the Revised Incentives Terms would directly and substantially benefit the general public welfare of the County by inducing the Company to make further investment in the County, thereby providing for the increase of the ad valorem tax base of the County, and service, employment or other public benefits not otherwise provided locally; that the Revised Incentives Terms gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Revised Incentives Terms, i.e., economic development, and addition to the tax base of the County, are proper governmental and public purposes; and the inducement of continued utilization of the Project which is located in the County and State are of paramount importance and the benefits of the Revised Incentives Terms will be greater than the costs.

Section 2. Update of the Contract Minimum Investment Requirement. The Contract Minimum Investment Requirement in the Project required of the Company under Section 1.1 of the Fee Agreement shall be increased to \$113 million.

Section 3. Update of the Phase Termination Date. The Phase Termination Date of the Project listed in Section 1.1 of the Fee Agreement shall be updated to state the following:



“means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is in service.”

Section 4. Update to Exhibit D of the Fee Agreement: Exhibit D of the Fee Agreement as described in Section 5.1 of the Fee Agreement shall be updated to reflect the new illustration attached to the Amendment as Exhibit B.

Section 5. Approval of Amendment. The Amendment is approved as follows:

(a) The form, terms, and provisions of the Amendment presented to this meeting and filed with the Clerk to County Council (the “Clerk”) are approved and all of the terms, provisions, and conditions of the Amendment are incorporated by reference. The Chairman of the County Council (the “Chairman”) and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Amendment in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Amendment to be delivered to the Company.

(b) The Amendment to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Amendment. The County officials shall first consult counsel to the County (the “County Attorney”) with respect to any changes to the Amendment. The execution of the Amendment by the County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Amendment now before this meeting.

(c) If under the Amendment or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (the “County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall first consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 6. Execution of Document. The Chairman, the County Administrator, and the Clerk are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Amendment and the County’s performance of its obligations under the Amendment.

Section 7. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 8. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 9. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

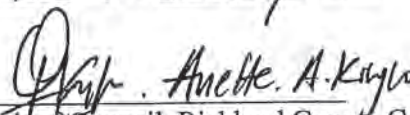
[signatures on following page]

RICHLAND COUNTY, SOUTH CAROLINA

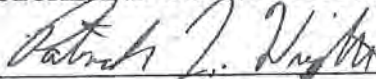
By:  Overline Walker  
Chair, Richland County Council

(SEAL)

Attest this 14 day of February, 2023

  
~~Deputy~~ Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	December 6, 2022
Second Reading:	December 13, 2022
Public Hearing:	February 14, 2023
Third Reading:	February 14, 2023



RICHLAND COUNTY, SOUTH CAROLINA

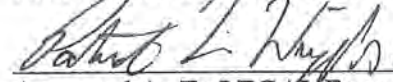
By:   
Chair, Richland County Council

(SEAL)

Attest this 14 day of February, 2023

  
~~Deputy~~ Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

  
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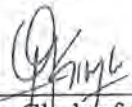
STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF RICHLAND            )

I, the undersigned, Clerk to County Council of Richland County ("County Council"), DO  
HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted  
by the County Council. The Ordinance was read and received a favorable vote at three public  
meetings of the County Council on three separate days. At least one day passed between first and  
second reading and at least seven days between second and third reading. At each meeting, a  
quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the  
Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland  
County Council, South Carolina, as of this 14 day of February, 2023.

  
\_\_\_\_\_  
Deputy Clerk of Council  
Richland County, South Carolina


STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF RICHLAND         )

I, the undersigned, Clerk to County Council of Richland County ("County Council"), DO  
HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted  
by the County Council. The Ordinance was read and received a favorable vote at three public  
meetings of the County Council on three separate days. At least one day passed between first and  
second reading and at least seven days between second and third reading. At each meeting, a  
quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the  
Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland  
County Council, South Carolina, as of this 14 day of February, 2023.

  
\_\_\_\_\_  
~~Deputy~~ Clerk of Council  
Richland County, South Carolina



## FIRST AMENDMENT OF FEE AGREEMENT

This First Amendment of Fee Agreement (the "Amendment") is made and entered into as of \_\_\_\_\_, 2023 by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina and EASTOVER SOLAR, LLC (the "Company").

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"); and

WHEREAS, the Company plans to cause the construction of and operate a solar power generation facility located in the County (as defined in the Fee Agreement, the "Project"); and

WHEREAS, the County and Company executed and entered into that certain Fee Agreement effective as of May 21, 2019 (the "Fee Agreement"), a copy of which is attached hereto as Exhibit A, by which there was created a fee-in-lieu-of-tax arrangement with respect to real and personal property owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$77 million (the "Contract Minimum Investment Requirement" and as defined in the Fee Agreement) at the Project by the end of the Investment Period (as defined in the Fee Agreement); and

WHEREAS, the Company has requested the County to amend the incentive terms in the Fee Agreement to authorize (i) the increase in the Contract Minimum Investment Requirement to \$113 million; (ii) the increase in the Phase Termination Date (as defined in the Fee Agreement) of the Fee Agreement from 30 years to 40 years; and (iii) update of Exhibit D to the Fee Agreement to reflect an updated FILOT payment schedule for the Project; and

WHEREAS, the laws of the State of South Carolina and Section 10.6 of the Fee Agreement permit the parties to amend the Fee Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Company agree as follows:

1. Update of the Contract Minimum Investment Requirement. The Contract Minimum Investment Requirement in the Project required of the Company under Sections 1.1 of the Fee Agreement shall be increased to \$113 million.
2. Update of the Phase Termination Date. The Phase Termination Date of the Project listed in Sections 1.1 of the Fee Agreement shall be updated to state the following:

“means, with respect to each Phase, the last day of the property tax year which is the 39<sup>th</sup> year following the first property tax year in which the Phase is in service.”

3. Update to Exhibit D of the Fee Agreement: Exhibit D of the Fee Agreement as described in Section 5.1 of the Fee Agreement shall be updated to reflect the new illustration attached to the Amendment as Exhibit B.
4. County Expenses. The Company shall reimburse the County for reasonable and necessary expenses, including, reasonable and necessary attorneys' fees, related to reviewing and negotiation of the Amendment and related documents, in an amount not to exceed \$3,000. The Company shall reimburse the County no more than thirty (30) days after receiving an invoice from the County, or its agents, in which the amount and the general nature of the expense is provided.
5. Severability. If any term, provision, or any portion of this Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this agreement shall be valid and enforceable to the fullest extent permitted by the law.
6. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect. In the event of conflict between the terms of the Fee Agreement and the terms of this Amendment, the Amendment terms shall apply.



IN WITNESS WHEREOF, the County has executed this Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Amendment by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

Overture Walker, Chairman,  
County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

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

Clerk to County Council of Richland County,  
South Carolina

**EASTOVER SOLAR, LLC.**

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

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

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

Richland County Attorney's Office  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content



IN WITNESS WHEREOF, the County has executed this Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Amendment by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

Overture Walker, Chairman,  
County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

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

Clerk to County Council of Richland County,  
South Carolina

**EASTOVER SOLAR, LLC.**

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

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

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


  
Richland County Attorney's Office  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

EXHIBIT A

Fee Agreement

EXHIBIT B

Updated Exhibit D



## EXHIBIT B TO ASSIGNMENT AGREEMENT

### JOINDER AGREEMENT

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

#### 1. Joinder to Fee Agreement.

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

#### 2. Capitalized Terms.

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

#### 3. Representations of the Sponsor Affiliates.

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

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

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

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

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

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

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

**4. Governing Law; Counterparts.**

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

**5. Notice.**

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

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

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

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

*[Signature page follows]*



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

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

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

[Signature page to Joinder Agreement]



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

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

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

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

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

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

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

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

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

By: RC  
Name: Ben Catt  
Its: Manager

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

[Signature page to Joinder Agreement]

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

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

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

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

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

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

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

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

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

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

[Signature page to Joinder Agreement]



# EXHIBIT C TO ASSIGNMENT AGREEMENT

Prepared by and after recording return to:  
Parker Poe Adams & Bernstein, LLP  
Attn: Jenny Adamson  
110 E. Court Street, Suite 200  
Greenville, SC 29601

Book 2775-3629

2022049592 8/31/2022 16:09:30:180 Deed

Fee: \$15.00 County Tax: \$4621.10 State Tax: \$10922.60

2022049592 John T. Hopkins II Richland County R.O.D.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

## LIMITED WARRANTY DEED OF REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that **PALISADES PROPERTIES, INC.**, a Delaware corporation (hereinafter referred to as "**Grantor**") for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other valuable consideration, to Grantor paid at and before the sealing of these presents by **PALOMA SOLAR & WIND, LLC**, a Delaware limited liability company (hereinafter referred to as "**Grantee**"), whose mailing address is c/o Land Development, 2200 Post Oak Boulevard, Suite 1525, Houston, TX 77056, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by this Limited Warranty Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, Grantee's successors and assigns, the following real property:

### SEE EXHIBIT A

THIS CONVEYANCE is made subject to the matters identified on the attached **EXHIBIT B** attached hereto (collectively, the "**Permitted Encumbrances**");

THIS CONVEYANCE specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road or utility easement crossing or adjacent to the property hereby conveyed;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, Grantee's, successors and assigns forever.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, Grantee's successors and assigns, from and against the lawful claims and demands of personas claiming the same or to claim any part thereof from, through or under Grantor, but none other.

[SIGNATURES ON FOLLOWING PAGE]



Signed, sealed and delivered  
in the presence of:

Pete Mazeine  
Witness 1  
Print Name: Pete Mazeine

Thomas B. Rothrock  
Witness 2  
Print Name: Thomas B. Rothrock

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

By: William V. Roberts  
William V. Roberts, President

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Thomas B. Rothrock, Notary Public for the State and County aforesaid, do hereby certify that William V. Roberts, the President of Palisades Properties, Inc., a Delaware corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 24<sup>th</sup> day of August, 2022.

Thomas B. Rothrock (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: 3-31-2025



**Exhibit A**  
**Legal Description**

ALL ITS 73.36% UNDIVIDED INTEREST IN AND TO all that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being approximately 1.5 miles northeast of Eastover in the County of Richland, State of South Carolina, being shown and delineated as 490.14 acres on a closing survey prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying, Inc. dated September 22, 2004 and recorded October 15, 2004 in Record Book 987 at Page 2679 in the Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

Less and Except:

All that certain piece, parcel or tract of land situated in the County of Richland, State of South Carolina and shown, identified, and described as PARCEL 2: AREA = 3.83 ACRES, on that certain Subdivision Survey prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., dated October 19, 2021 and recorded in the Office of the Register of Deeds for Richland County on October 28, 2021, where it appears in Book 2681, at Page 2268, reference to which plat is craved for a more accurate and complete description thereof (the "Eastover Solar Property").

TOGETHER WITH Grantor's right, title and interest, if any, in and to any and all improvements, fixtures, and related amenities located on the Property conveyed hereby or the Eastover Solar Property.

Richland County TMS: R39200-02-23

Derivation: This being all remaining portion of the same property conveyed to Palisades Properties Inc. (73.36%), William V. Roberts (19.34%) and James W. Roberts (7.30%) by deed of Gonzales Land and Timber, LLC dated December 12, 2013, and recorded December 13, 2013 in Book 1915 at Page 433 in the Office of the Register of Deeds for Richland County. James W. Roberts subsequently conveyed his interest to William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard Irrevocable Trust dated May 9, 2012 (7.30%) by deed dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83.



**EXHIBIT B**

1. Solar Energy Lease Agreement dated October 20, 2017 by and between Grantor, William V. Roberts, and William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust, collectively, as Landowner, and Eastover Solar, LLC, a Delaware limited liability company as the tenant thereunder, as amended by First Amendment to Solar Energy Lease Agreement dated April 16, 2020, as further amended by Second Amendment to Solar Energy Lease Agreement dated June 17, 2020, as further amended by Third Amendment to Solar Energy Lease Agreement dated as of July 20, 2022, and as evidenced by that certain Memorandum of Ground Lease dated June 18, 2020 and recorded in Book 2505 at Page 2173, as amended by First Amendment to Memorandum of Ground Lease recorded July 20, 2022 in Book 2764 at Page 324, in the Office of the Register of Deeds for Richland County, South Carolina (the "Lease").
2. Easements to South Carolina Electric and Gas Company as recorded in Deed Book 308 at Page 520 and Deed Book 308 at Page 537 with the Office of the Register of Deeds for Richland County.
3. Easement to Tri-County Electric Cooperative as recorded in Deed Book 924 at Page 167 with the Office of the Register of Deeds for Richland County.
4. All matters as shown on that certain plat prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying Inc., dated September 22, 2004 and recorded October 15, 204 in Record Book 987 at Page 2679 with the Office of the Register of Deeds for Richland County.
5. Terms and conditions contained in that certain Memorandum of Purchase and Easement Option Agreement recorded August 17, 2020 in Book 2518 at Page 2876 with the Office of the Register of Deeds for Richland County.
6. All matters as shown on that certain plat prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., recorded October 28, 2021 in Record Book 2681 at Page 2268 with the Office of the Register of Deeds for Richland County.
7. Terms and conditions contained in that certain Grant of Access and Utility Easement recorded January 13, 2022 in Book 2706 at Page 1833 with the Office of the Register of Deeds for Richland County.
8. Terms and conditions contained in that certain Amended and Restated Grant of Access and Utility Easement recorded June 10, 2022 in Book 2753 at Page 26 with the Office of the Register of Deeds for Richland County.
9. Right of Last Refusal Agreement by and among Paloma Solar & Wind, LLC and Palisades Properties, Inc., a Delaware Corporation, William V. Roberts as authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, and William V. Roberts dated August 31, 2022 creating a right of last refusal for the benefit of William V.



Roberts, as evidenced by Memorandum of Right of Last Refusal Agreement, recorded contemporaneously herewith.

STATE OF SOUTH CAROLINA )

**AFFIDAVIT FOR TAXABLE OR EXEMPT  
TRANSFERS**

COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located in the Richland County, South Carolina, having Richland County Tax Map Number R39200-02-23 and was transferred by Palisades Properties, Inc. to Paloma Solar & Wind, LLC on August 31, 2022.
3. Check on of the following: The DEED is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See information section of affidavit): \_\_\_\_\_

(if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information Section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$4,200,666.96.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (this includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:

(a) Place the amount listed in Item 4 above here: \$4,200,666.96

(b) Place the amount listed in item 5 above here: \$0.00  
(if no amount, place zero).

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$4,200,666.96

7 The Deed recording fee due is based on the amount listed on Line 6 (c) above and the Deed recording fee due is **\$15,543.70**.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[SIGNATURE ON FOLLOWING PAGE]



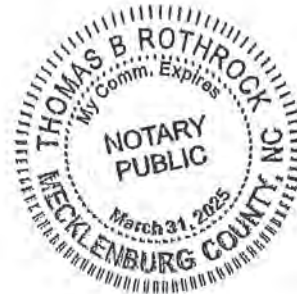
SIGNATURE PAGE TO AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Palisades Properties, Inc., a Delaware corporation

By: W.V. Roberts  
William V. Roberts, President

SWORN to and subscribed before me this 24<sup>th</sup> day of AUGUST, 2022.

Thomas B. Rothrock  
Notary Public for North Carolina  
My Commission Expires 3-31-2025  
Notary (printed name): Thomas B. Rothrock



## INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



Prepared by and after recording return to:  
Parker Poe Adams & Bernstein, LLP  
Attn: Jenny Adamson  
110 E. Court Street, Suite 200  
Greenville, SC 29601

Book 2775-3638		
2022049593	8/31/2022 15:09:30:340 Deed	
Fee: \$15.00	County Tax: \$1218.25	State Tax: \$2879.50
2022049593 John T. Hopkins II Richland County R.O.D.		

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

**LIMITED WARRANTY  
DEED OF REAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS, that **WILLIAM V. ROBERTS** (hereinafter referred to as "**Grantor**") for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other valuable consideration, to Grantor paid at and before the sealing of these presents by **PALOMA SOLAR & WIND, LLC**, a Delaware limited liability company (hereinafter referred to as "**Grantee**"), whose mailing address is c/o Land Development, 2200 Post Oak Boulevard, Suite 1525, Houston, TX 77056, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by this Limited Warranty Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, Grantee's successors and assigns, the following real property:

**SEE EXHIBIT A**

THIS CONVEYANCE is made subject to the matters identified on the attached **EXHIBIT B** attached hereto (collectively, the "**Permitted Encumbrances**");

THIS CONVEYANCE specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road or utility easement crossing or adjacent to the property hereby conveyed;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, Grantee's, successors and assigns forever.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, Grantee's successors and assigns, from and against the lawful claims and demands of personas claiming the same or to claim any part thereof from, through or under Grantor, but none other.

[SIGNATURES ON FOLLOWING PAGE]



Signed, sealed and delivered  
in the presence of:

Pete Mazine  
Witness 1  
Print Name: Pete Mazine

William V. Roberts  
WILLIAM V. ROBERTS

Thomas B. Rothrock  
Witness 2  
Print Name: Thomas B. Rothrock

STATE OF North Carolina )  
COUNTY OF Mecklenburg )

I, Thomas B. Rothrock Notary Public for the State and County aforesaid, do hereby  
certify that William V. Roberts personally appeared before me this day and acknowledged the due  
execution of the foregoing Limited Warranty Deed.

Sworn to and subscribed before me this 24<sup>th</sup> day of August, 2022.

Thomas B. Rothrock (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: 3-31-2025



**Exhibit A**  
**Legal Description**

ALL HIS 19.34% UNDIVIDED INTEREST IN AND TO all that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being approximately 1.5 miles northeast of Eastover in the County of Richland, State of South Carolina, being shown and delineated as 490.14 acres on a closing survey prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying, Inc. dated September 22, 2004 and recorded October 15, 2004 in Record Book 987 at Page 2679 in the Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

Less and Except:

All that certain piece, parcel or tract of land situated in the County of Richland, State of South Carolina and shown, identified, and described as PARCEL 2: AREA = 3.83 ACRES, on that certain Subdivision Survey prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., dated October 19, 2021 and recorded in the Office of the Register of Deeds for Richland County on October 28, 2021, where it appears in Book 2681, at Page 2268, reference to which plat is craved for a more accurate and complete description thereof.

TOGETHER WITH Grantor's right, title and interest, if any, in and to any and all improvements, fixtures, and related amenities located on the Property conveyed hereby or the Eastover Solar Property.

Richland County TMS: R39200-02-23

Derivation: This being all remaining portion of the same property conveyed to Palisades Properties Inc. (73.36%), William V. Roberts (19.34%) and James W. Roberts (7.30%) by deed of Gonzales Land and Timber, LLC dated December 12, 2013, and recorded December 13, 2013 in Book 1915 at Page 433 in the Office of the Register of Deeds for Richland County. James W. Roberts subsequently conveyed his interest to William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard Irrevocable Trust dated May 9, 2012 (7.30%) by deed dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83.



**EXHIBIT B**

1. Solar Energy Lease Agreement dated October 20, 2017 by and between Grantor, William V. Roberts, and William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust, collectively, as Landowner, and Eastover Solar, LLC, a Delaware limited liability company as the tenant thereunder, as amended by First Amendment to Solar Energy Lease Agreement dated April 16, 2020, as further amended by Second Amendment to Solar Energy Lease Agreement dated June 17, 2020, as further amended by Third Amendment to Solar Energy Lease Agreement dated as of July 20, 2022, and as evidenced by that certain Memorandum of Ground Lease dated June 18, 2020 and recorded in Book 2505 at Page 2173, as amended by First Amendment to Memorandum of Ground Lease recorded July 20, 2022 in Book 2764 at Page 324, in the Office of the Register of Deeds for Richland County, South Carolina (the "Lease").
2. Easements to South Carolina Electric and Gas Company as recorded in Deed Book 308 at Page 520 and Deed Book 308 at Page 537 with the Office of the Register of Deeds for Richland County.
3. Easement to Tri-County Electric Cooperative as recorded in Deed Book 924 at Page 167 with the Office of the Register of Deeds for Richland County.
4. All matters as shown on that certain plat prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying Inc., dated September 22, 2004 and recorded October 15, 204 in Record Book 987 at Page 2679 with the Office of the Register of Deeds for Richland County.
5. Terms and conditions contained in that certain Memorandum of Purchase and Easement Option Agreement recorded August 17, 2020 in Book 2518 at Page 2876 with the Office of the Register of Deeds for Richland County.
6. All matters as shown on that certain plat prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., recorded October 28, 2021 in Record Book 2681 at Page 2268 with the Office of the Register of Deeds for Richland County.
7. Terms and conditions contained in that certain Grant of Access and Utility Easement recorded January 13, 2022 in Book 2706 at Page 1833 with the Office of the Register of Deeds for Richland County.
8. Terms and conditions contained in that certain Amended and Restated Grant of Access and Utility Easement recorded June 10, 2022 in Book 2753 at Page 26 with the Office of the Register of Deeds for Richland County.
9. Right of Last Refusal Agreement by and among Paloma Solar & Wind, LLC and Palisades Properties, Inc., a Delaware Corporation, William V. Roberts as authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, and William V. Roberts dated August 31, 2022 creating a right of last refusal for the benefit of William V.



Roberts, as evidenced by Memorandum of Right of Last Refusal Agreement, recorded contemporaneously herewith.

STATE OF SOUTH CAROLINA )

**AFFIDAVIT FOR TAXABLE OR EXEMPT  
TRANSFERS**

COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located in the Richland County, South Carolina, having Richland County Tax Map Number R39200-02-23 and was transferred by William V. Roberts to Paloma Solar & Wind, LLC on August 31, 2022.
3. Check one of the following: The DEED is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (c) \_\_\_\_\_ exempt from the deed recording fee because (See information section of affidavit): \_\_\_\_\_

(if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information Section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,107,427.74.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (this includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:

(a) Place the amount listed in Item 4 above here: \$1,107,427.74

(b) Place the amount listed in item 5 above here: \$0.00  
(if no amount, place zero).

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$1,107,427.74

7 The Deed recording fee due is based on the amount listed on Line 6 (c) above and the Deed recording fee due is \$4,097.75.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[SIGNATURE ON FOLLOWING PAGE]



SIGNATURE PAGE TO AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

WILL V ROLL

William V. Roberts

SWORN to and subscribed before me this 24th day of August, 2022.

T B Rothrock

Notary Public for North Carolina

My Commission Expires 3-31-2025

Notary (printed name): Thomas B. Rothrock



# **INFORMATION**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

## **Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



Book 2775-3647

2022049594 8/31/2022 15:09:30:730 Deed

Fee: \$15.00 County Tax: \$460.35 State Tax: \$1088.10

2022049594 John T. Hopkins II Richland County R.O.D.

Prepared by and after recording return to:  
Parker Poe Adams & Bernstein, LLP  
Attn: Jenny Adamson  
110 E. Court Street, Suite 200  
Greenville, SC 29601

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

**LIMITED WARRANTY  
DEED OF REAL PROPERTY**

WHEREAS, Jane R. Ballard created the Jane R. Ballard Irrevocable Trust dated May 9<sup>th</sup>, 2012 (the "2012 Trust") which appointed Jane R. Ballard and William V. Roberts as Co-Trustees of the 2012 Trust; and

WHEREAS, the 2012 Trust was funded as evidenced by that certain deed from James W. Roberts to William V. Roberts and Jane R. Presser, Co-Trustees of the 2012 Trust dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83 in the Office of the Register of Deeds for Richland County, South Carolina (the "Registry"); and

WHEREAS, Jane R. Presser, formerly known as Jane R. Ballard, created the Jane R. Ballard 2017 Irrevocable Trust (the "2017 Trust") dated January 1, 2017 which appointed Jane R. Presser and William V. Roberts as Co-Trustees of the 2017 Trust; and

WHEREAS, Jane R. Presser, formerly known as Jane R. Ballard, resigned as Trustee of the 2012 Trust, leaving William V. Roberts to serve as the sole successor Trustee and as sole Trustee, William V. Roberts appointed/distributed all of the assets of the 2012 Trust to the 2017 Trust; and

WHEREAS, the foregoing was evidenced by the following documents:

- a) Resignation of Trustee of the Jane R. Ballard Irrevocable Trust Dated May 9, 2012, dated November 12, 2016;
- b) Notice of Trustee of Jane R. Ballard Irrevocable Trust of Intention to Distribute Assets to New Trust dated November 12, 2016;
- c) Resolution of Trustee of Jane R. Ballard Irrevocable Trust Dated May 9, 2012 Regarding Decanting of Trust dated January 1, 2017; and
- d) Appointment of Assets of Jane R. Ballard Irrevocable Trust Dated May 9, 2012 to New Trust dated January 1, 2017.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **WILLIAM V. ROBERTS and JANE R. BALLARD F/K/A JANE R. PRESSER, CO-TRUSTEES OF THE JANE R. BALLARD 2017 IRREVOCABLE TRUST** (hereinafter referred to as "**Grantor**") for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other valuable consideration, to Grantor paid at and before the sealing of these presents by **PALOMA SOLAR & WIND, LLC**, a Delaware limited liability company (hereinafter referred to as "**Grantee**"), whose



mailing address is c/o Land Development, 2200 Post Oak Boulevard, Suite 1525, Houston, TX 77056, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by this Limited Warranty Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, Grantee's successors and assigns, the following real property:

**SEE EXHIBIT A**

THIS CONVEYANCE is made subject to the matters identified on the attached **EXHIBIT B** attached hereto (collectively, the "**Permitted Encumbrances**");

THIS CONVEYANCE specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road or utility easement crossing or adjacent to the property hereby conveyed;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, Grantee's, successors and assigns forever.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, Grantee's successors and assigns, from and against the lawful claims and demands of personas claiming the same or to claim any part thereof from, through or under Grantor, but none other.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered  
in the presence of:

**JANE R. BALLARD 2017  
IRREVOCABLE TRUST**

Pete Mazzone  
Witness 1  
Print Name: Pete Mazzone

William V. Roberts  
William V. Roberts, Authorized Co-Trustee

Thomas B. Rothrock  
Witness 2  
Print Name: Thomas B. Rothrock

STATE OF North Carolina )  
COUNTY OF Mecklenburg )

I, Thomas B. Rothrock, Notary Public for the State and County aforesaid, do hereby certify that William V. Roberts, Authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, personally appeared before me this day and acknowledged the due execution of the foregoing Limited Warranty Deed.

Sworn to and subscribed before me this 24 day of August, 2022.

Thomas B. Rothrock (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: 3-31-2025



[SIGNATURES CONTINUE]

Signed, sealed and delivered  
in the presence of:

**JANE R. BALLARD 2017  
IRREVOCABLE TRUST**

Sue Girouard  
Witness 1  
Print Name: Sue Girouard

Jane R. Ballard  
Jane R. Ballard, f/k/a Jane R. Presser,  
Co-Trustee

Donna Stender  
Witness 2  
Print Name: Donna Stender

STATE OF NH )  
COUNTY OF Grafton )

I, Donna Stender, Notary Public for the State and County aforesaid, do hereby certify that Jane R. Ballard, f/k/a Jane R. Presser, Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, personally appeared before me this day and acknowledged the due execution of the foregoing Limited Warranty Deed.

Sworn to and subscribed before me this 12<sup>th</sup> day of August, 2022.

Donna Stender (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: My Commission Expires January 8, 2025  
DONNA L. STENDER, Notary Public

[END OF SIGNATURES]



**Exhibit A**  
**Legal Description**

ALL ITS 7.30% UNDIVIDED INTEREST IN AND TO all that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being approximately 1.5 miles northeast of Eastover in the County of Richland, State of South Carolina, being shown and delineated as 490.14 acres on a closing survey prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying, Inc. dated September 22, 2004 and recorded October 15, 2004 in Record Book 987 at Page 2679 in the Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

**Less and Except:**

All that certain piece, parcel or tract of land situated in the County of Richland, State of South Carolina and shown, identified, and described as PARCEL 2: AREA = 3.83 ACRES, on that certain Subdivision Survey prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., dated October 19, 2021 and recorded in the Office of the Register of Deeds for Richland County on October 28, 2021, where it appears in Book 2681, at Page 2268, reference to which plat is craved for a more accurate and complete description thereof.

TOGETHER WITH Grantor's right, title and interest, if any, in and to any and all improvements, fixtures, and related amenities located on the Property conveyed hereby or the Eastover Solar Property.

Richland County TMS: R39200-02-23

**Derivation:** This being all remaining portion of the same property conveyed to Palisades Properties Inc. (73.36%), William V. Roberts (19.34%) and James W. Roberts (7.30%) by deed of Gonzales Land and Timber, LLC dated December 12, 2013, and recorded December 13, 2013 in Book 1915 at Page 433 in the Office of the Register of Deeds for Richland County. James W. Roberts subsequently conveyed his interest to William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard Irrevocable Trust dated May 9, 2012 (7.30%) by deed dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83.



**EXHIBIT B**

1. Solar Energy Lease Agreement dated October 20, 2017 by and between Grantor, William V. Roberts, and William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust, collectively, as Landowner, and Eastover Solar, LLC, a Delaware limited liability company as the tenant thereunder, as amended by First Amendment to Solar Energy Lease Agreement dated April 16, 2020, as further amended by Second Amendment to Solar Energy Lease Agreement dated June 17, 2020, as further amended by Third Amendment to Solar Energy Lease Agreement dated as of July 20, 2022, and as evidenced by that certain Memorandum of Ground Lease dated June 18, 2020 and recorded in Book 2505 at Page 2173, as amended by First Amendment to Memorandum of Ground Lease recorded July 20, 2022 in Book 2764 at Page 324, in the Office of the Register of Deeds for Richland County, South Carolina (the "Lease").
2. Easements to South Carolina Electric and Gas Company as recorded in Deed Book 308 at Page 520 and Deed Book 308 at Page 537 with the Office of the Register of Deeds for Richland County.
3. Easement to Tri-County Electric Cooperative as recorded in Deed Book 924 at Page 167 with the Office of the Register of Deeds for Richland County.
4. All matters as shown on that certain plat prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying Inc., dated September 22, 2004 and recorded October 15, 204 in Record Book 987 at Page 2679 with the Office of the Register of Deeds for Richland County.
5. Terms and conditions contained in that certain Memorandum of Purchase and Easement Option Agreement recorded August 17, 2020 in Book 2518 at Page 2876 with the Office of the Register of Deeds for Richland County.
6. All matters as shown on that certain plat prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., recorded October 28, 2021 in Record Book 2681 at Page 2268 with the Office of the Register of Deeds for Richland County.
7. Terms and conditions contained in that certain Grant of Access and Utility Easement recorded January 13, 2022 in Book 2706 at Page 1833 with the Office of the Register of Deeds for Richland County.
8. Terms and conditions contained in that certain Amended and Restated Grant of Access and Utility Easement recorded June 10, 2022 in Book 2753 at Page 26 with the Office of the Register of Deeds for Richland County.
9. Right of Last Refusal Agreement by and among Paloma Solar & Wind, LLC and Palisades Properties, Inc., a Delaware Corporation, William V. Roberts as authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, and William V. Roberts dated August 31, 2022 creating a right of last refusal for the benefit of William V.

Roberts, as evidenced by Memorandum of Right of Last Refusal Agreement, recorded contemporaneously herewith.



STATE OF SOUTH CAROLINA )

**AFFIDAVIT FOR TAXABLE OR EXEMPT  
TRANSFERS**

COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located in the Richland County, South Carolina, having Richland County Tax Map Number R39200-02-23 and was transferred by William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust to Paloma Solar & Wind, LLC on August 31, 2022.
3. Check one of the following: The DEED is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See information section of affidavit): \_\_\_\_\_

(if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information Section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **\$418,005.30**.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (this includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.

6. The DEED Recording Fee is computed as follows:

(a) Place the amount listed in Item 4 above here: \$418,005.30

(b) Place the amount listed in item 5 above here: \$0.00  
(if no amount, place zero).

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$418,005.30

7. The Deed recording fee due is based on the amount listed on Line 6 (c) above and the Deed recording fee due is \$1,548.45.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

JANE R. BALLARD 2017  
IRREVOCABLE TRUST

By: William V. Roberts  
William V. Roberts, Authorized Co-Trustee

SWORN to and subscribed before me this 24th day of August, 2022.

Thomas B. Rothrock  
Notary Public for North Carolina  
My Commission Expires 3-31-2025  
Notary (printed name): Thomas B. Rothrock

[SIGNATURES CONTINUE]





## INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 6 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 6.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Senior Resources- March for Meals	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 58,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$319,425</b>

### **C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

### **D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

### **E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.





## **REQUEST OF ACTION**

**Subject:** FY25 - District 7 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 7.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 1,950
Aja Wilson Foundation	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 72,500</b>
<b>Remaining FY2025 Balance</b>	<b>\$ 1,875</b>

### C. Legislative / Chronological History

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

### D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

### E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 9 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 9.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:



Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
Auntie Karen Foundation	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 62,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$248,360</b>

### **C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

### **D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

### **E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 11 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 11.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$174,552
Richland Library	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 28,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$223,977</b>

### **C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

### **D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

### **E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.