RICHLAND COUNTY

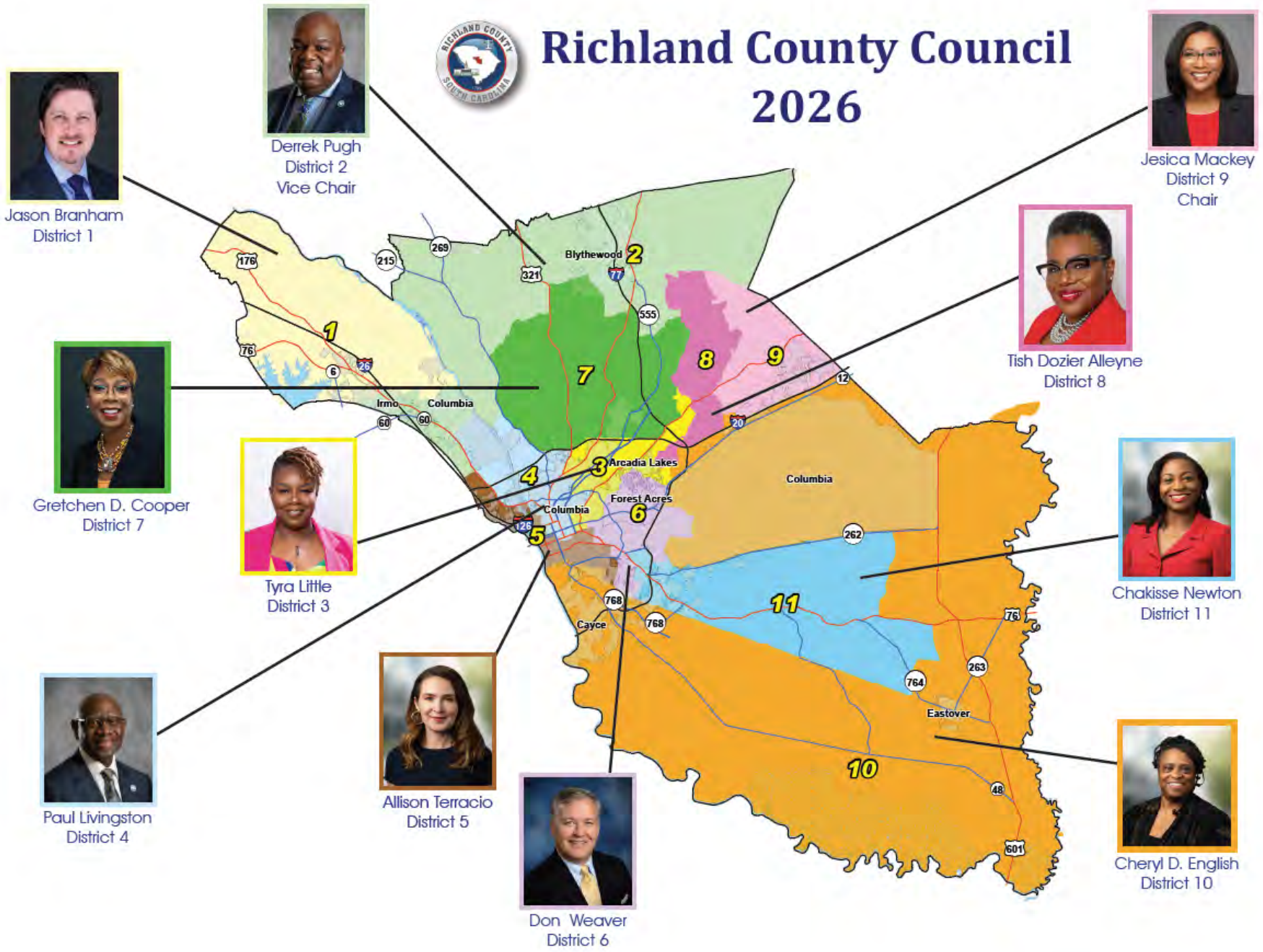
TRANSPORTATION AD HOC COMMITTEE

AGENDA

TUESDAY SEPTEMBER 22, 2026

4:00 PM

COUNCIL CHAMBERS


Richland County Council
2026
Jason Branham
District 1
Derrek Pugh
District 2
Vice Chair
Jesica Mackey
District 9
Chair
Tish Dozier Alleyne
District 8
Gretchen D. Cooper
District 7
Tyra Little
District 3
Chakisse Newton
District 11
Paul Livingston
District 4
Allison Terracio
District 5
Don Weaver
District 6
Cheryl D. English
District 10
Blythewood
Irmo
Columbia
Arcadia Lakes
Forest Acres
Cayce
Eastover
1
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3
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11

Richland County
Transportation Ad Hoc Committee

AGENDA

September 22, 2026 - 4:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Derrek Pugh	The Honorable Paul Livingston, Chair	The Honorable Don Weaver	The Honorable Tish Dozier Alleyne	The Honorable Jesica Mackey
County Council District 2	County Council District 4	County Council District 6	County Council District 8	County Council District 9

1. CALL TO ORDER — The Honorable Paul Livingston, Chair

- **a.** Roll Call

2. APPROVAL OF MINUTES — The Honorable Paul Livingston

- **a.** July 21, 2026 **[Pages 5-6]**

3. ADOPTION OF AGENDA — The Honorable Paul Livingston

4. ITEMS FOR ACTION — The Honorable Paul Livingston

- **a.** 2012 Transportation Penny Right-of-Way Transfer- Harrison Road (S-93) Sidewalk **[Pages 7-85]**
- **b.** 2012 Transportation Penny Right-of-Way Transfer- Polo Road (S-2214, S-2919) Sidewalk & Shared Use Paths **[Pages 86-168]**
- **c.** 2012 Transportation Penny Dirt Road Paving Package O - Final Account Reconciliation **[Pages 169-170]**
- **d.** 2012 Transportation Penny Crane Creek Greenway Award of Construction **[Pages 171-178]**

5. ITEMS FOR INFORMATION — The Honorable Paul Livingston

- **a.** September 2026 - 2012 Transportation Penny Project Status Update **[Pages 179-192]**

6. ADJOURNMENT — The Honorable Paul Livingston



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

Richland County Council
Transportation Ad Hoc Committee
MINUTES
July 14, 2026 – 4:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair, Derrek Pugh, Don Weaver, Tish Dozier Alleyne, and Jesica Mackey. (entered the meeting at 4:04pm)

OTHERS PRESENT: Councilwoman Cheryl English, Jackie Hancock, Michael Maloney, Kyle Holsclaw, Michelle Onley, Patrick Wright, Anette Kirylo, Leonardo Brown, Keywa Henderson, Jennifer Wladischkin, Tamar Black, Kyndel Lawson, Ashiya Myers, Dexter Suite, and Angela Weathersby

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 4:00 PM.

2. **APPROVAL OF MINUTES**

   a. June 23, 2026 – Mr. Weaver moved to approve the minutes as distributed, seconded by Ms. Alleyne.

      In Favor: Pugh, Livingston, Weaver, Alleyne

      Absent: Mackey

      The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. Alleyne moved to adopt the agenda as published, seconded by Mr. Pugh.

      In Favor: Pugh, Livingston, Weaver, Alleyne

      Absent: Mackey

4. **ITEMS FOR ACTION**

   a. 2012 Transportation Penny – Pineview Road Widening Award of Construction – The Transportation Director, Michael Maloney, stated this widening builds the road from Shop Road to Garners Ferry Road as a 3-lane road. The signal installation at American Italian Way has already taken place. The Office of Small Business Opportunity set a 4% SLBE Participation Goal.

      Ms. Alleyne moved to recommend the award of the Pineview Road Widening Project to Palmetto Corp of Conway, in the amount of $6,357,470.20, including a 10% construction contingency, for a total approved amount of $5,993,217.22, seconded by Mr. Pugh.

      Mr. Livingston inquired how many bids were received and whether they were within the project's budget.

      Mr. Maloney responded that the projects received three bids and were within the project's budget.

      In Favor: Pugh, Livingston, Weaver, Alleyne, and Mackey

      The vote in favor was unanimous.

b. 2012 Transportation Penny Right-of-Way Transfer – North Main Street (US21) Phase 3 – Mr. Weaver moved to recommend approving the right-of-way transfer of 0.31 acres of US 21 (North Main Street Phase 3), South Carolina, TMS #R09111-05-01, TMS #R09111-04-03, TMS #R09111-04-02, TMS #R09112-09-01, TMS #R09112-07-07, TMS #R09112-08-08, TMS #R09112-07-09, TMS #R09112-08-06, TMS #R09112-07-01, TMS #R09112-08-05, TMS #R09112-08-04, TMS #R09112-00-03, TMS #R09112-08-18, TMS #R09112-06-07, TMS #R09112-04-05, TMS #R09112-06-05, TMS #R09112-06-08, TMS #R09112-06-09, TMS #R09112-04-04, TMS #R09112-06-11, TMS #R09112-06-01, TMS #R09112-04-02, TMS #R09112-05-06, TMS #R09209-22-08, TMS #R09112-05-01, TMS #R09209-22-06, TMS #R09209-22-05, TMS #R09209-21-01, TMS #R09209-20-04, TMS #R09209-20-03, TMS #R09209-18-06, TMS #R09209-18-05, TMS #R09213-01-20, TMS #R09209-18-02, TMS #R09112-10-03, TMS #R09112-08-09, TMS #R09209-16-22, TMS #R09112-11-11 and TMS #R09112-18-08, to the South Carolina Department of Transportation and the Grant of Deed for road widening improvements. Ms. Mackey seconded the motion.

   In Favor: Pugh, Livingston, Weaver, Alleyne, and Mackey

   The vote in favor was unanimous.

c. 2012 Transportation Penny Right-of-Way Transfer – North Main Street (US21) Phase 4 Road Widening Improvements – Ms. Mackey moved to recommend approving the right-of-way transfer of 0.05 acres of US21 (North Main Street Phase 4), South Carolina, TMS #R09214-09-01, TMS #R09215-15-01, TMS #R09215-14-01, TMS #R09215-13-06, TMS #R09215-07-13, TMS #R09215-07-12, TMS #R09215-07-09, TMS #R09215-17-04, to the South Carolina Department of Transportation and the Grant of Deed for road widening improvements. Ms. Alleyne seconded the motion.

   In Favor: Pugh, Livingston, Weaver, Alleyne, and Mackey

   The vote in favor was unanimous.

5. **ADJOURNMENT** – Ms. Mackey moved to adjourn the meeting, seconded by Ms. Alleyne.

   In Favor: Pugh, Livingston, Weaver, Alleyne, and Mackey

   The vote in favor was unanimous.

   The meeting adjourned at approximately 4:11 PM.

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

Transportation Agenda Briefing

Prepared by:	Michael Maloney, PE	**Title**:	Director
Department:	Transportation	**Division:**	
Date Prepared:	August 25, 2026	**Meeting Date:**	September 22, 2026
Legal Review	Patrick Wright via email	**Date:**	September 15, 2026
Budget Review	Brittany Hammond via email	**Date:**	September 3, 2026
Finance Review	Stacey Hamm via email	**Date:**	September 3, 2026
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Right-of-Way Transfer- Harrison Road (S-93) Sidewalk		

RECOMMENDED/REQUESTED ACTION:

Staff recommends authorizing the approving the right-of-way transfer of 0.1005 acres of Harrison Road (S-93), South Carolina, TMS # R11511-10-14, TMS # R11511-10-20, and TMS # R11511-10-21, TMS#R11511-10-22, TMS # R11511-10-23, TMS # R11511-10-24, TMS # R11511-10-25, TMS # R11511-10-12, TMS # R11511-08-05, TMS # R11515-14-05, TMS # R11515-13-29, TMS # R11515-13-28 and TMS # R11515-13-27 to the South Carolina Department of Transportation and the Grant of Deed for Sidewalk improvements.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	☐	Yes	☒	No
If not, is a budget amendment necessary?	☐	Yes	☒	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are no anticipated budgetary matters to consider.

Applicable fund, cost center, and spend category: Not applicable

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

There are no comments from Procurement.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Richland County and South Carolina Department of Transportation (SCDOT) Intergovernmental Agreement

TRANSPORTATION PROJECT IMPACT:

Project Referendum:	2012 Transportation Penny		
Project Name:	Harrison Road Sidewalk		
From: Two Notch Road (US-1)		To:	Bagnal Drive (one block from Forest Dr)
Project Category:	Sidewalk		
Project Services:	Not applicable		
Project Type (2024 Referendum Only)	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	$0
Requested Amount:	$0
Remaining Project Budget:	$0

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

According to the Richland County Right-of-Way policy, once a project has been completed, the Richland County Department of Transportation prepares a Title of Real Estate, listing each parcel of land secured for the project originally in Richland County's name to convey the necessary right-of-way back to the South Carolina Department of Transportation.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for growth through inclusive and equitable infrastructure

Objective: Establish plans and success metrics that allow for smart growth

Initiative: Develop Capital Plan of prioritized projects

SUMMATIVE OVERALL COUNTY IMPACT:

- The project is listed for funding and completion on the 2012 referendum.
- The right-of-way purchased by the Penny must be transferred to SCDOT.
- SCDOT maintains the roadway and will control the transferred land.
- The right-of-way policy lists the transaction as a final step.
- The action officially closes the project.

ATTACHMENTS:

1. State of South Carolina County Council for Richland County Ordinance
2. Title of Real Estate
3. Property Description- Exhibit A
4. Richland County and SCDOT Intergovernmental Agreement and Richland County Right-of-Way Policy -Exhibit B

STATE OF SOUTH CAROLINA

COUNTY COUNCIL FOR RICHLAND COUNTY

ORDINANCE NO._____-26HR

AN ORDINANCE AUTHORIZING THE TRANSFER OF 0.1005 ACRES OF S-93 (HARRISON ROAD), SOUTH CAROLINA, COUNTY TMS # R11511-10-14, TMS # R11511-10-20, TMS # R11511-10-21, TMS # R11511-10-22, TMS # R11511-10-23, TMS # R11511-10-24, TMS # R11511-10-25, TMS # R11511-10-12, TMS # R11511-08-05, TMS # R11515-14-05, TMS # R11515-13-29, TMS # R11515-13-28, TMS # R11515-13-27 TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND THE EXECUTION OF APPROPRIATE CONVEYANCING INSTRUMENTS FOR THE RIGTH-OF-WAY TRANSFER FOR HARRISON ROAD SIDEWALK IMPROVEMENTS.

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

SECTION I. For and in consideration of the sum of zero and no/100 Dollars ($0.00), Richland County Council hereby authorizes the transfer of and the grant of a deed of 0.1005 acres of real property known as S-93 (Harrison Road Sidewalk), Columbia, South Carolina, to South Carolina Department of Transportation; said property is also described as a portion of TMS # R11511-10-14, a portion of TMS # R11511-10-20, a portion of TMS # R11511-10-21, a portion of TMS # R11511-10-22, a portion of TMS # R11511-10-23, a portion of TMS # R11511-10-24, a portion of TMS # R11511-10-25, a portion of TMS # R11511-10-12, a portion of TMS # R11511-08-05, a portion of TMS # R11515-14-05, a portion of TMS # R11515-13-29, a portion of TMS # R11515-13-28, a portion of TMS # R11515-13-27, and a portion of TMS # R19815-01-01 and is more specifically described in Exhibit A attached hereto and incorporated herein by reference.

SECTION II. The transfer of said right-of-way, also described in SCDOT Project ID# P029407, is authorized for a sidewalk & shared-use paths improvement on S-93 (Harrison Road) pursuant to the Richland County and SCDOT Intergovernmental Agreement dated February 7, 2014 and the Richland County Right-of-Way Policy dated March 17, 2015, both of which are attached hereto as Exhibit B and incorporated herein by reference, all in accordance with the terms and conditions set forth therein.

SECTION III. Richland County Council further authorizes the execution of any supplemental agreements, deed, and any other related conveyancing instruments necessary for the transfer of the subject property(s).

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

SECTION VI. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____

Jesica Mackey, Chair

ATTEST THIS THE_____

_____DAY OF

_____, 2026

_____

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:

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE
Approximate Survey Station

Road/Route	**(S-93) Harrison Road Sidewalk**
Project ID	**P029407**
Project	**RPP No. 164**
Tract	**1, 2, 3, 4, 5,6,7, 8, 9, 10,12, 13, & 14**

2 + 00.07 To 13+50.00
S-93 (Harrison Road)
_____ To _____
_____ To _____
_____ To _____

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **Richland County, 2000 Hampton Street, Columbia, SC 29204** in consideration of the sum of **One and No/100 Dollar ($1.00)** and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property of the Grantor in fee simple absolute on **S-93 (Harrison Road Sidewalk)** , State and County aforesaid, as shown on plans prepared by Chao & Associates, Inc., and dated **July 18, 2018**.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 4,387.1 square feet (0.1005 acres), more or less, and all improvements thereon, if any, owned by Richland County, shown as the "Area of Acquisition" on Exhibits A, attached hereto and made a part hereof.

DERIVATION: Richland County acquired its interests in the above-described property by the following deeds to the designated tracts:

(1) Deed from Landers Commercial, LLC dated June 06, 2012, and recorded June 18, 2012, in the Office of the Register of Deeds for Richland County in Book 1772, at Page 1961, as shown now or formerly, of Tax Map No. R11511-10-14.

(2) Deed from Khadim Amar dated August 05, 2011, and recorded August 09, 2002, in the Office of the Register of Deeds for Richland County in Book 1700, at Page 20, as shown now or formerly, of Tax Map No. R11511-10-20.

(3) Deed from Jessica N. Allen and Jesse R. Allen dated May 18, 2015, and recorded June 19, 2015, in the Office of the Register of Deeds for Richland County in Book R2036, at Page 3101, as shown now or formerly, of Tax Map No. R11511-10-21.

(4) Deed from Amanda J. Wray dated July 10, 2017, and recorded July 11, 2017, in the Office of the Register of Deeds for Richland County in Book R2226, at Page 2722, as shown now or formerly, of Tax Map No. R11511-10-22.

(5) Deed from Shannon Murphy and Anthony Giglotti dated May 29, 2008, and recorded June 06, 2008, in the Office of the Register of Deeds for Richland County in Book R1435, at Page 3761, as shown now or formerly, of Tax Map No. R11511-10-23.

(6) Deed from Joseph A. Musgrove and Deborah R. Van Wyck dated May 14, 2007, and recorded May 21, 2007 in the Office of the Register of Deeds for Richland County in Book R1315, at Page 3000, as shown now or formerly, of Tax Map No. R11511-10-24.

(7) Deed from Stephanie L. Hughes dated April 25, 2008, and recorded May 07, 2008 in the Office of the Register of Deeds for Richland County in Book 1427, at Page 776, as shown now or formerly, of Tax Map No. R11511-10-25.

(8) Deed from Rebecca Eubanks dated December 20, 1996, and recorded December 30, 1996, in the Office of the Register of Deeds for Richland County in Book 1356, at Page 529, as shown now or formerly, of Tax Map No. R11511-10-12.

(9) Deed from Allison Benjamin Eaddy and Michael Tarapappe Eaddy dated January 29, 2006, and recorded February 01, 2006, in the Office of the Register of Deeds for Richland County in Book 1147, at Page 2549, as shown now or formerly, of Tax Map No. R11511-08-05.

(10) Deed from Leroy Canty and Mable M. Canty dated October 28, 2002, and recorded December 29, 2002, in the Office of the Register of Deeds for Richland County in Book 734, at Page 820, as shown now or formerly, of Tax Map No. R11515-14-05.

(12) Deed from Ana Dubnjakovic dated June 24, 2011, and recorded January 24, 2011, in the Office of the Register of Deeds for Richland County in Book 1662, at Page 2482, as shown now or formerly, of Tax Map No. R11515-13-29.

(13) Deed from Stevenson M. and Shannon W. Cook dated March 25, 2005, and recorded March 29, 2011 in the Office of the Register of Deeds for Richland County in Book R1037, at Page 1086, as shown now or formerly, of Tax Map No. R11515-13-28.

(14) Deed from Erin T. Hawkins dated March 25, 2005, and recorded March 29, 2005 in the Office of the Register of Deeds for Richland County in Book R1037, at Page 1086, as shown now or formerly, of Tax Map No. R11515-13-27.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind myself (or ourselves), and my (or our) successors, to warrant and forever defend all and singular said premises unto said South Carolina Department of Transportation, its successors and assigns, against myself (or ourselves) and our successors in interest and anyone claiming under us, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof."

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said South Carolina Department of Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this **_____ day of _____**, in the year of our Lord, Two Thousand and **_____**.

Signed, sealed and delivered in the presence of: **RICHLAND COUNTY**

_____ _____

1st Witness Grantor (L.S.)

Its:

_____ _____

2nd Witness Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF _____)
) **ACKNOWLEDGEMENT**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____

by_____, Its _____.

Witness my hand and seal this _____ day of _____, 20_____.

_____

Signature of Notary Public

_____

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____
(Affix seal if outside SC)

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ **By** _____

Recorded _____ **By** _____ **Tract** **1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, &14**

Project **164** **File** Error! Reference source not found.

EXHIBIT A

Property Description

EXHIBIT A

PROPERTY DESCRIPTION

All that certain parcel of land containing 0.0022 acre/ 96.4 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Landers Commercial, LLC by deed dated June 06, 2012 and recorded June 18, 2012 in Deed Book 1772, Page 1961 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-14.

TMS R11511-10-14

All that certain parcel of land containing 0.0059 acre/ 258.9 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Khadim Amar by deed dated August 05, 2011 and recorded August 09, 2011 in Deed Book R1700, Page 20 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-20.

TMS R11511-10-20

All that certain parcel of land containing 0.0059 acre/ 258.9 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Jessica N. Allen and Jesse R. Allan by deed dated May 18, 2015 and recorded June 19, 2015 in Deed Book R2036, Page 3101 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-21.

TMS R11551-10-21

All that certain parcel of land containing 0.0059 acre/ 258.9 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Amanda J. Wray by deed dated July 10, 2017 and recorded July 11, 2017 in Deed Book R2226, Page 2722 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-22.

TMS R11511-10-22

All that certain parcel of land containing 0.0060 acre/ 259.2 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Shannon Murphy and Anthony Giglotti dated May 29, 2008 and recorded June 06, 2008 in Deed Book R1435, Page 3761 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-23.

TMS R11511-10-23

All that certain parcel of land containing 0.0059 acre/ 257.8 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Joseph A. Musgrove and Deborah R. Van Wyck by deed dated May 14, 2007 and recorded May 21, 2007 in Deed Book R1315, Page 3000 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-24.

TMS R11511-10-24

All that certain parcel of land containing 0.0059 acre/ 258.9 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Stephanie L. Hughes dated April 25, 2008 and recorded May 07, 2008 in Deed Book 1427, Page 776 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-25.

TMS R11511-10-25

All that certain parcel of land containing 0.0234 acre/ 1,021.40 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Rebecca Eubanks by deed dated December 20, 1996 and recorded December 30, 1996 in Deed Book 1356, Page 529 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-10-12.

TMS R11511-10-12

All that certain parcel of land containing 0.0122 acre/533.1 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Allison Benjamin Eaddy and Michael Tarapappe Eaddy by deed dated January 29, 2006 and recorded February 01, 2006 in Deed Book 1147, Page 2549 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11511-08-05.

TMS R11511-08-05

All that certain parcel of land containing 0.0124 acre/ 540.3 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Leroy Canty and Mable M. Canty by deed dated October 28, 2002 and recorded December 10, 2002 in Deed Book 734, Page 820 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11515-14-05.

TMS R11515-14-05

All that certain parcel of land containing 0.0060 acre/ 259.3 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Ana Dubnjakovic by deed dated January 24, 2011 and recorded January 28, 2011 in Deed Book R1662, Page 2482 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11515-13-29.

TMS R11515-13-29

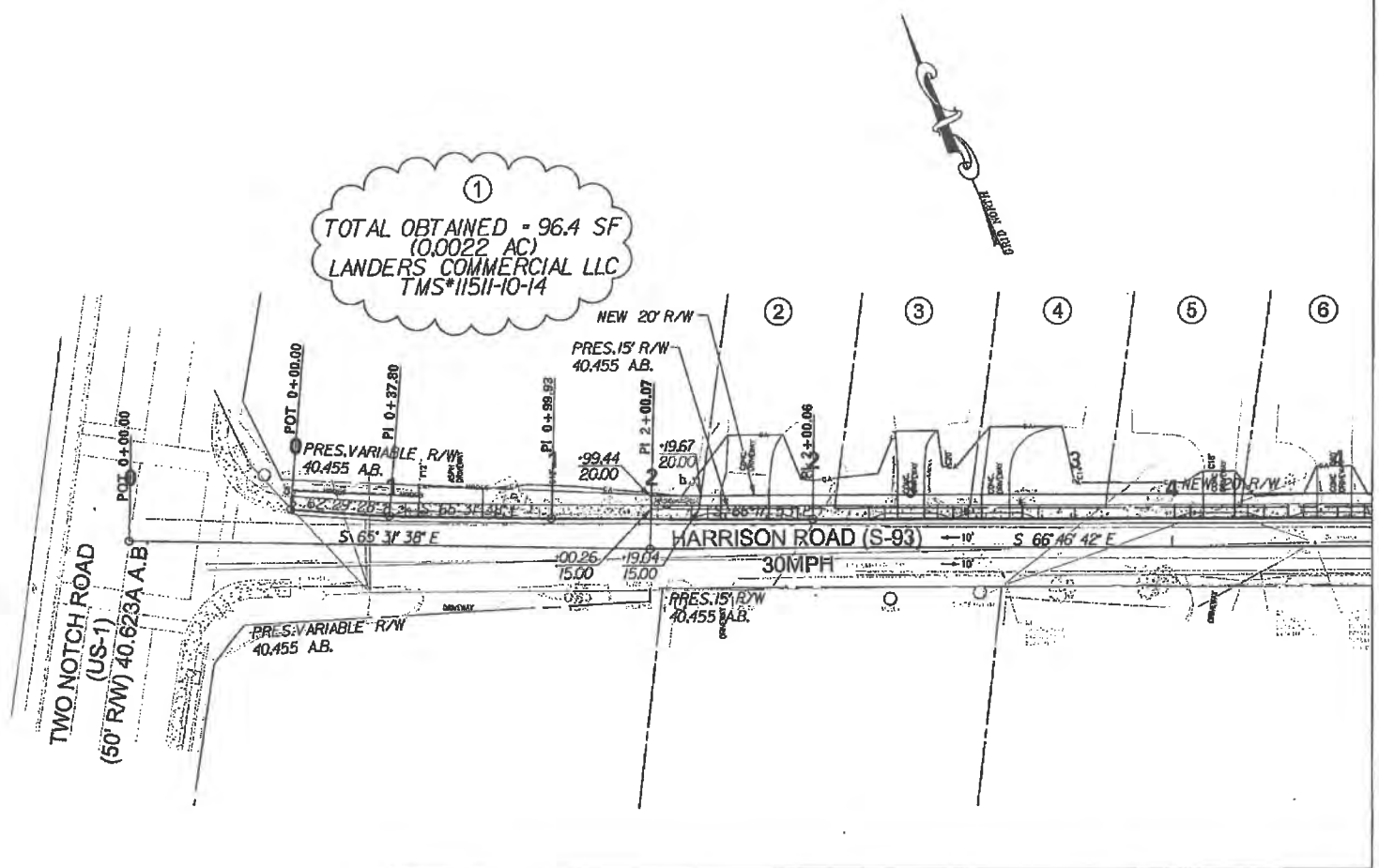
All that certain parcel of land containing 0.0059 acre/ 258 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Stevenson M. and Shannon W. Cook dated March 25, 2005 and recorded March 29, 2011 in Deed Book R1037, Page 1086 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11515-13-28.

TMS R11515-13-28

All that certain parcel of land containing 0.0029 acre/ 126 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Erin T. Hawkins by deed dated March 25, 2005 and recorded March 29, 2005 in Deed Book R1037, Page 1086 in the records for Richland County and shown as now or formerly, of Tax Map Number: R11515-13-27.

TMS R11515-13-27

EXHIBIT A



RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 1
Scale: 1" =50'
Project ID: P029407
Original prepared: 09/27/2017

DAVIS & FLOYD
SINCE 1954

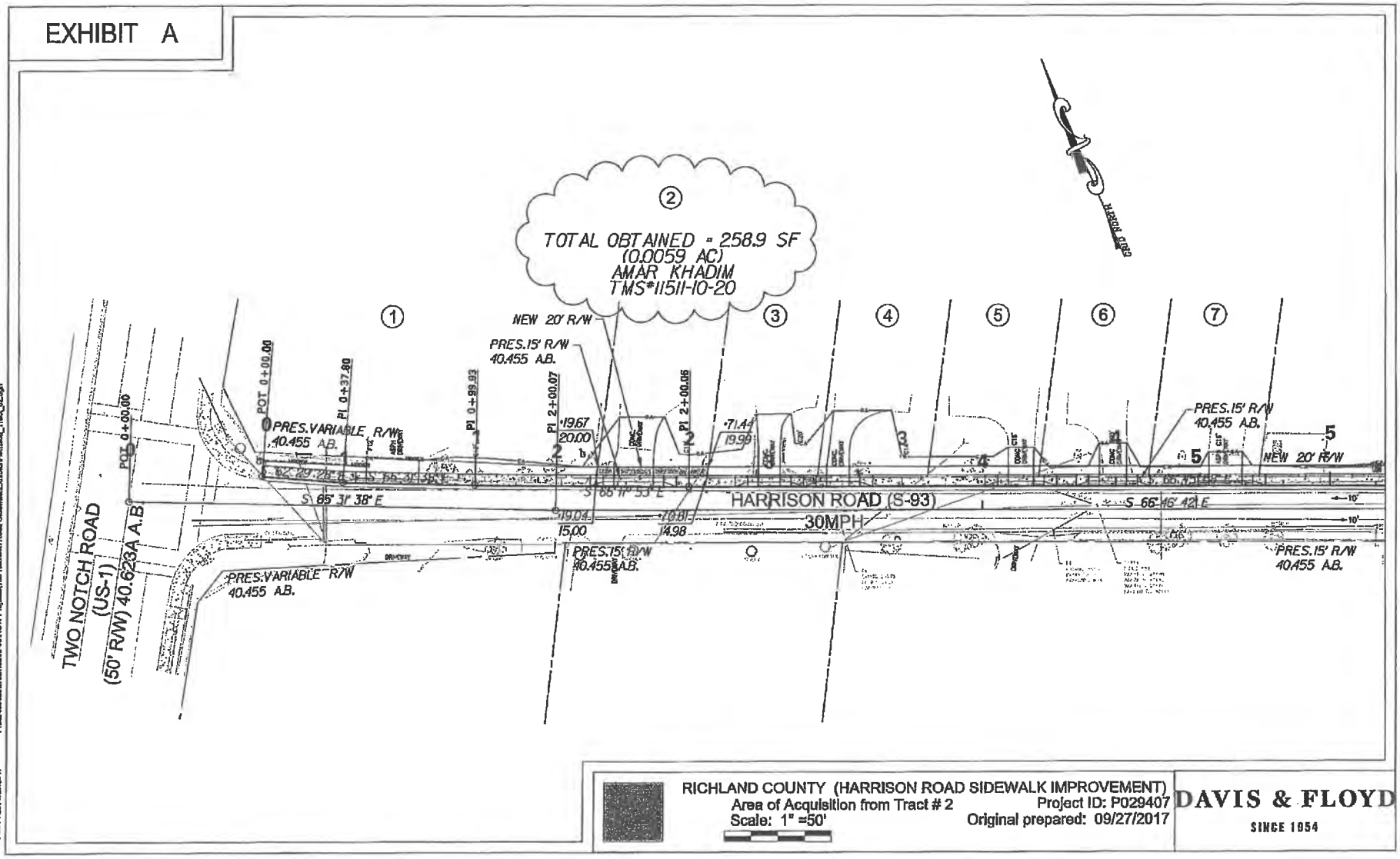


EXHIBIT A
TOTAL OBTAINED = 258.9 SF
(0.0059 AC)
AMAR KHADIM
TMS#11511-10-20
NEW 20' R/W
PRES.15' R/W
40.455 A.B.
PRES.VARIABLE R/W
40.455 A.B.
TWO NOTCH ROAD
(US-1)
(50' R/W) 40.623A A.B
HARRISON ROAD (S-93)
30MPH
S 65° 31' 38" E
S 66° 11' 53" E
S 66° 46' 42" E
PRES.15' R/W
40.455 A.B.
PRES.VARIABLE R/W
40.455 A.B.
PRES.15' R/W
40.455 A.B.
NEW 20' R/W
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 2
Scale: 1" =50'
Project ID: P029407
Original prepared: 09/27/2017
DAVIS & FLOYD
SINCE 1954

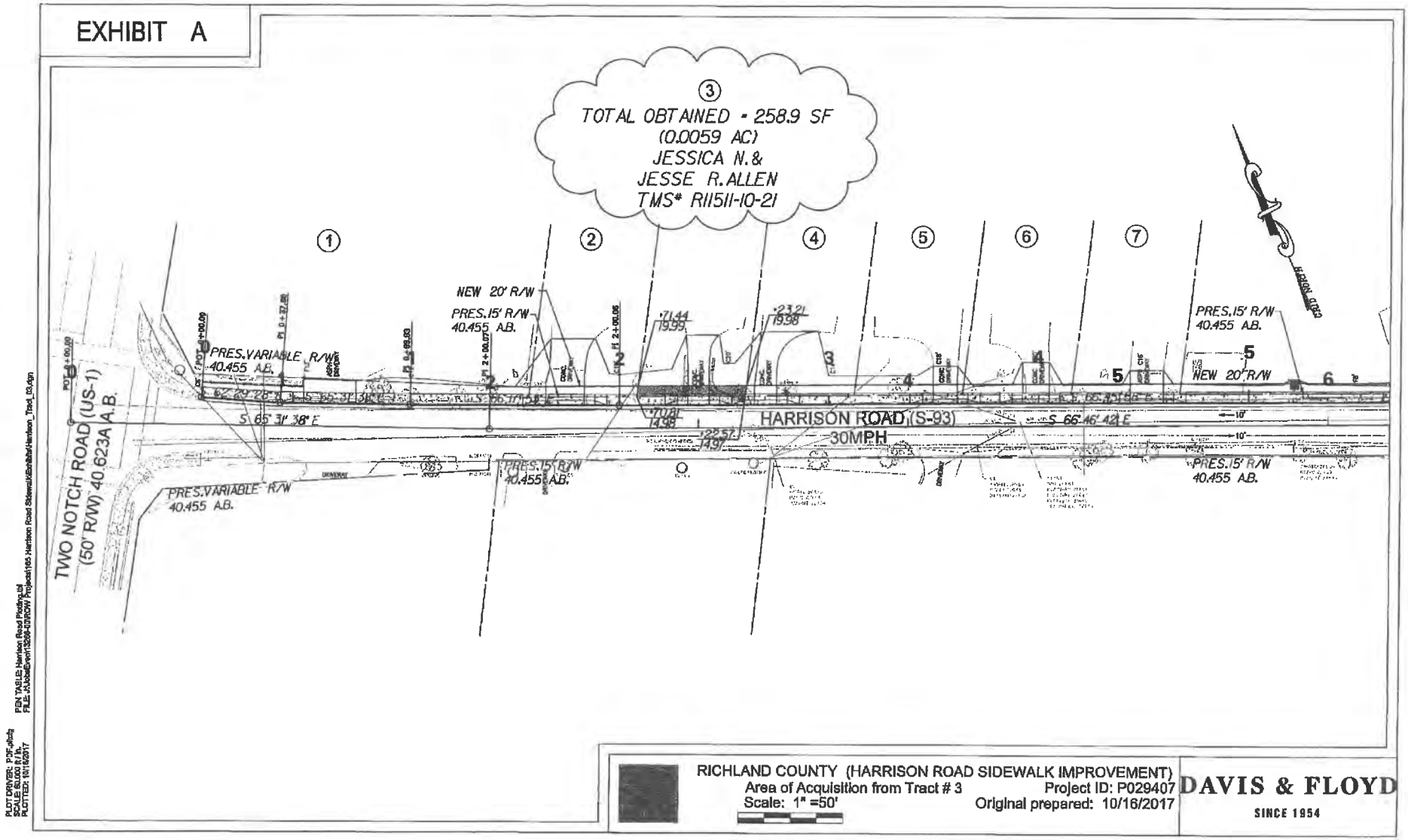


EXHIBIT A
3
TOTAL OBTAINED - 258.9 SF
(0.0059 AC)
JESSICA N.&
JESSE R.ALLEN
TMS* R11511-10-21
1
2
4
5
6
7
NEW 20' R/W
PRES.15' R/W
40.455 A.B.
PRES.VARIABLE R/W
40.455 A.B.
TWO NOTCH ROAD (US-1)
(50' R/W) 40.623A A.B.
S 65° 31' 38" E
S 66° 46' 42" E
HARRISON ROAD (S-93)
30MPH
71.44
19.99
23.21
19.98
70.81
14.98
22.57
14.97
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 3
Scale: 1" =50'
Project ID: P029407
Original prepared: 10/16/2017
DAVIS & FLOYD
SINCE 1954

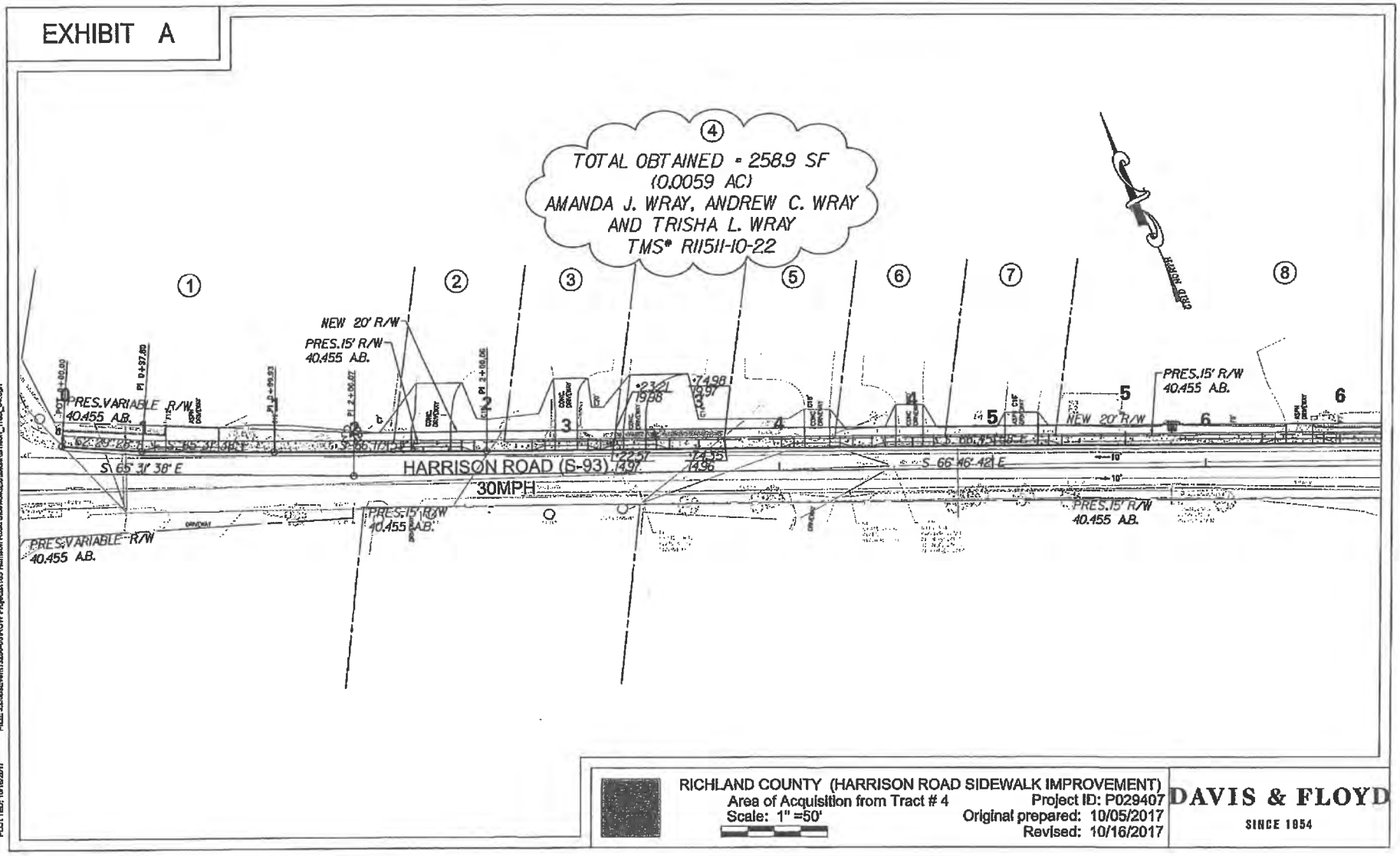
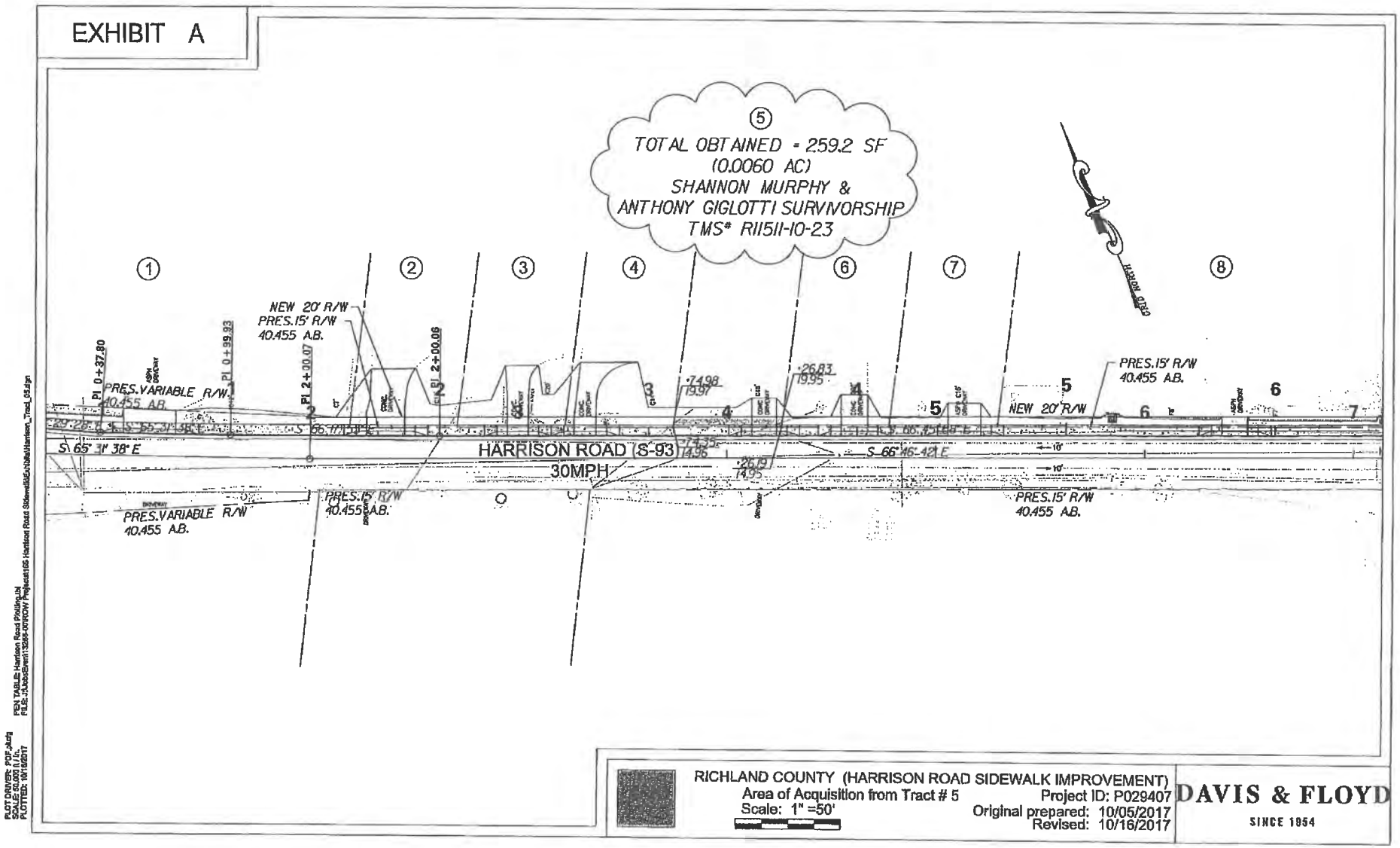


EXHIBIT A
4
TOTAL OBTAINED = 258.9 SF
(0.0059 AC)
AMANDA J. WRAY, ANDREW C. WRAY
AND TRISHA L. WRAY
TMS# R11511-10-22
1
2
3
5
6
7
8
NEW 20' R/W
PRES.15' R/W
40.455 A.B.
PRES.VARIABLE R/W
40.455 A.B.
HARRISON ROAD (S-93)
30MPH
S 65° 31' 38" E
S 66° 46' 42" E
PRES.15' R/W
40.455 A.B.
PRES.VARIABLE R/W
40.455 A.B.
PRES.15' R/W
40.455 A.B.
NEW 20' R/W
PRES.15' R/W
40.455 A.B.
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 4
Scale: 1" =50'
Project ID: P029407
Original prepared: 10/05/2017
Revised: 10/16/2017
DAVIS & FLOYD
SINCE 1954

EXHIBIT A



RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 5
Scale: 1" =50'
Project ID: P029407
Original prepared: 10/05/2017
Revised: 10/16/2017

DAVIS & FLOYD
SINCE 1954

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SCALE: 50.000 ft / in.
PLOTTED: 10/16/2017
PEN TABLE: Harrison Road Plotting.tbl
FILE: J:\Jobs\Event\13266-00\ROW Projects\165 Harrison Road Sidewalk\Exhibits\Harrison_Tract_05.dgn

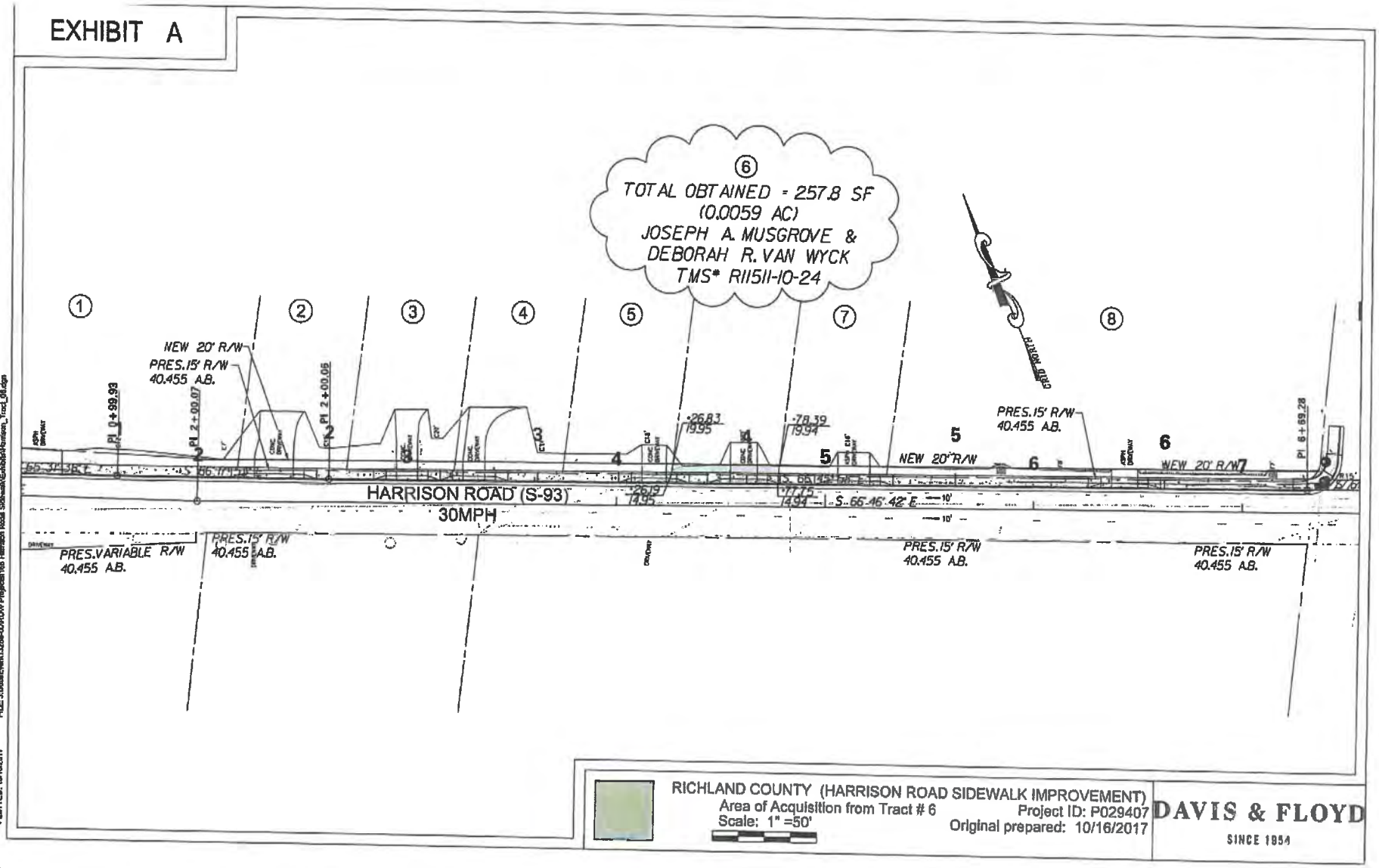
EXHIBIT A
⑥
TOTAL OBTAINED = 257.8 SF
(0.0059 AC)
JOSEPH A. MUSGROVE &
DEBORAH R. VAN WYCK
TMS* R11511-10-24
NEW 20' R/W
PRES.15' R/W
40.455 A.B.
PI 0+99.93
PI 2+09.07
PI 2+00.05
PI 6+69.28
HARRISON ROAD (S-93)
30MPH
S 66°46'42" E
PRES.VARIABLE R/W
40.455 A.B.
PRES.15' R/W
40.455 A.B.
NEW 20' R/W
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 6
Scale: 1" =50'
Project ID: P029407
Original prepared: 10/16/2017
DAVIS & FLOYD
SINCE 1954

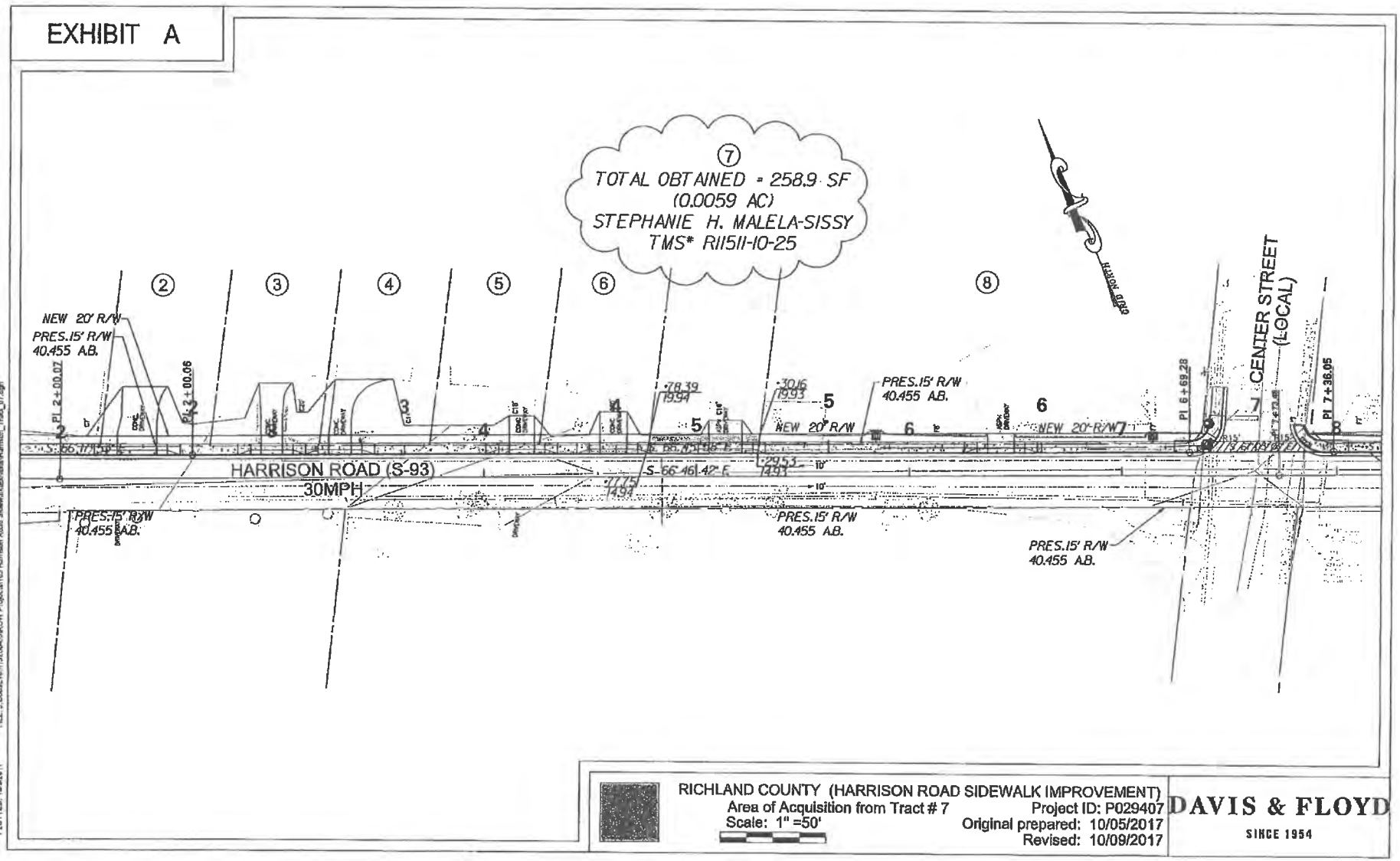
EXHIBIT A
⑦
TOTAL OBTAINED = 258.9 SF
(0.0059 AC)
STEPHANIE H. MALELA-SISSY
TMS* R115II-10-25
NEW 20' R/W
PRES.15' R/W
40.455 A.B.
PI 2+00.07
PI 3+00.06
HARRISON ROAD (S-93)
30MPH
S 66°46'42" E
PRES.15' R/W
40.455 A.B.
NEW 20' R/W
PRES.15' R/W
40.455 A.B.
PRES.15' R/W
40.455 A.B.
PRES.15' R/W
40.455 A.B.
CENTER STREET
(LOCAL)
PI 6+69.28
PI 7+36.05
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 7
Scale: 1" =50'
Project ID: P029407
Original prepared: 10/05/2017
Revised: 10/09/2017
DAVIS & FLOYD
SINCE 1954

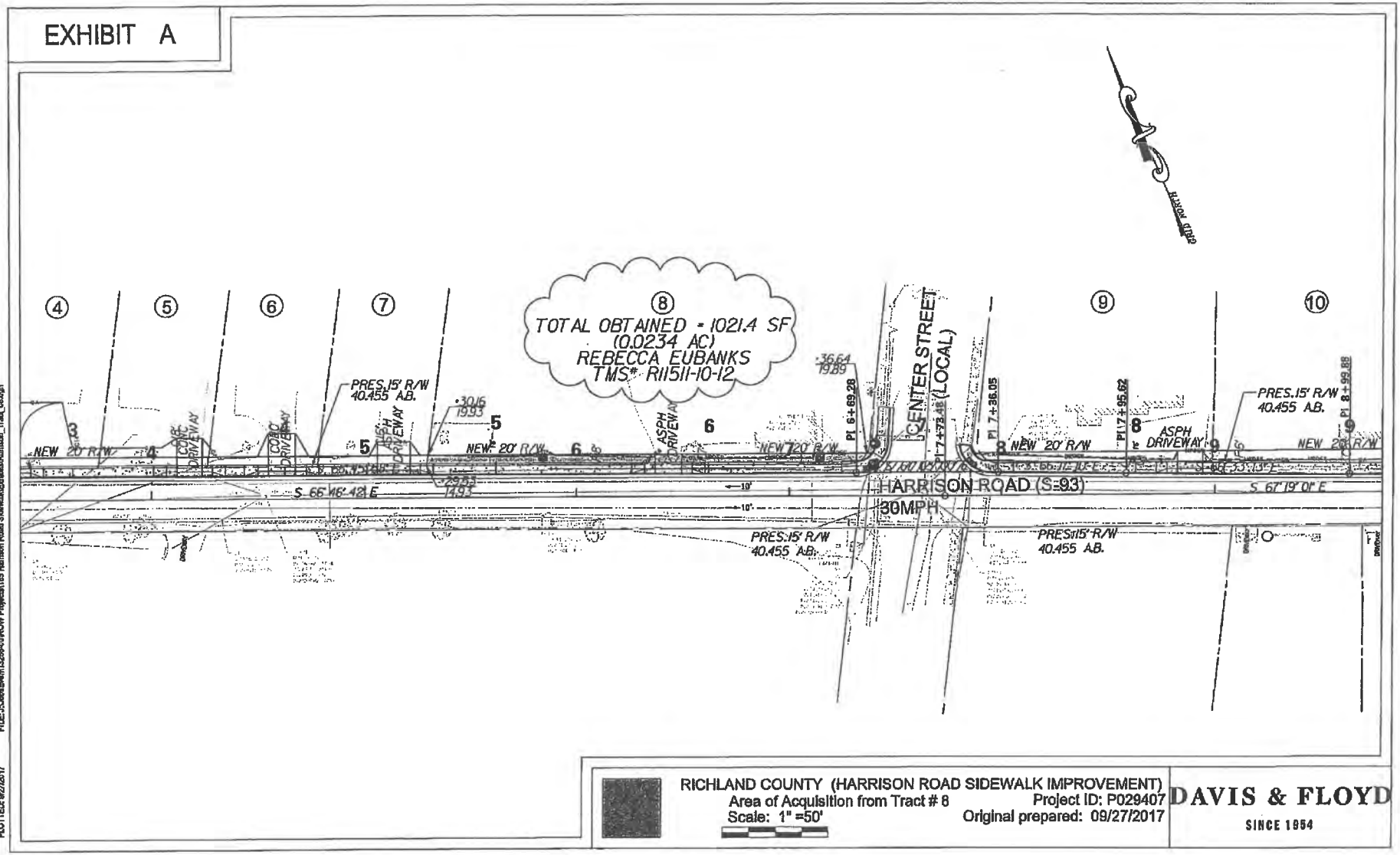
EXHIBIT A
TOTAL OBTAINED - 1021.4 SF
(0.0234 AC)
REBECCA EUBANKS
TMS#: R11511-10-12
CENTER STREET (LOCAL)
HARRISON ROAD (S-93)
30MPH
PRES.15' R/W
40.455 A.B.
NEW 20' R/W
ASPH DRIVEWAY
CONC DRIVEWAY
S 66°46'42" E
S 67°19'01" E
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 8
Scale: 1" =50'
Project ID: P029407
Original prepared: 09/27/2017
DAVIS & FLOYD
SINCE 1954

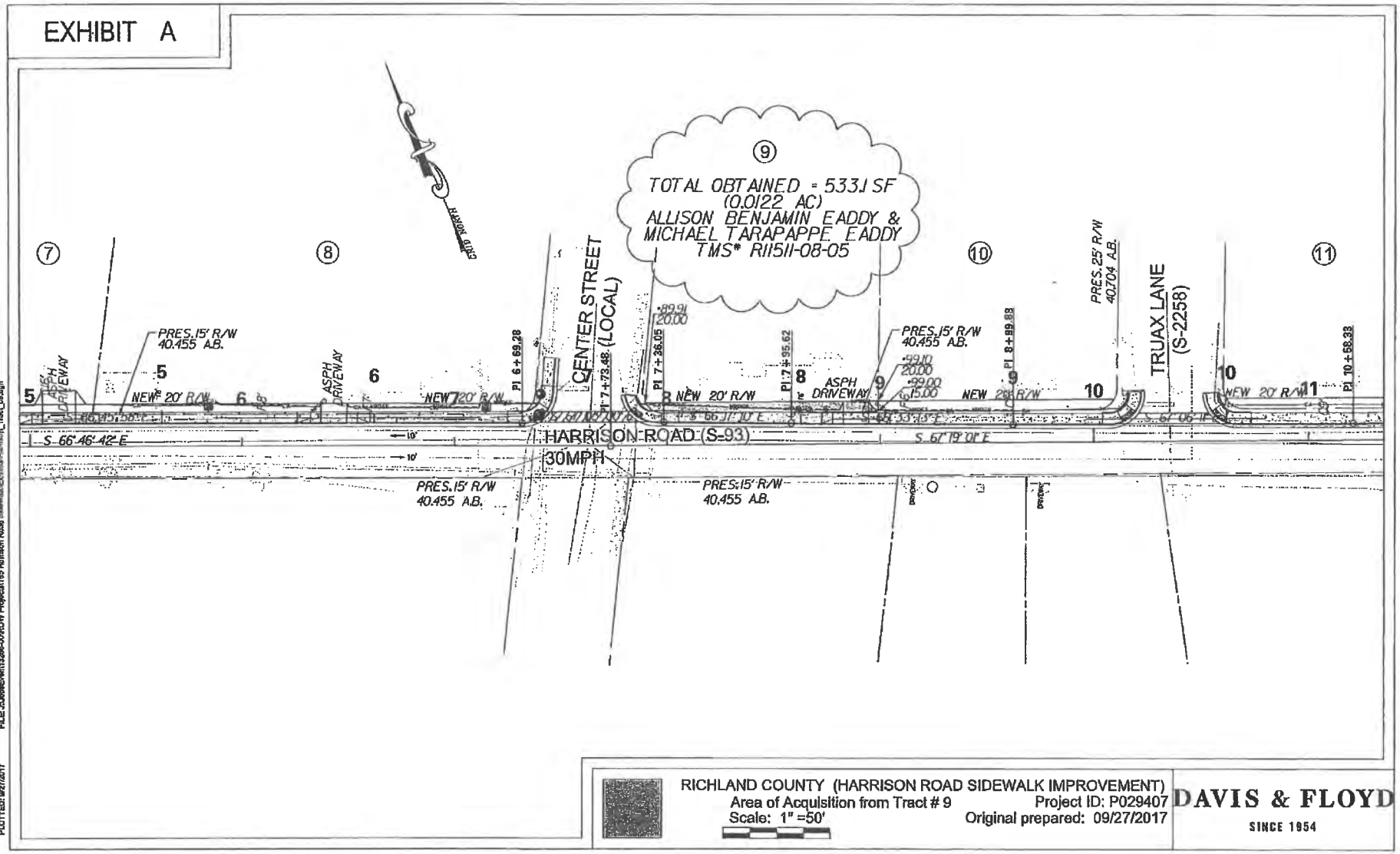
EXHIBIT A
⑨
TOTAL OBTAINED = 533.1 SF
(0.0122 AC)
ALLISON BENJAMIN EADDY &
MICHAEL TARAPAPPE EADDY
TMS* R11511-08-05
⑦
⑧
⑩
⑪
CENTER STREET (LOCAL)
TRUAX LANE (S-2258)
HARRISON ROAD (S-93)
30MPH
S 66°46'42" E
S 67°19'01" E
PRES. 15' R/W
40.455 A.B.
PRES. 25' R/W
40.704 A.B.
NEW 20' R/W
ASPH DRIVEWAY
PI 6+69.28
PI 7+73.48
PI 7+36.05
PI 7+95.62
PI 8+99.88
PI 10+58.33
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 9
Scale: 1" =50'
Project ID: P029407
Original prepared: 09/27/2017
DAVIS & FLOYD
SINCE 1954

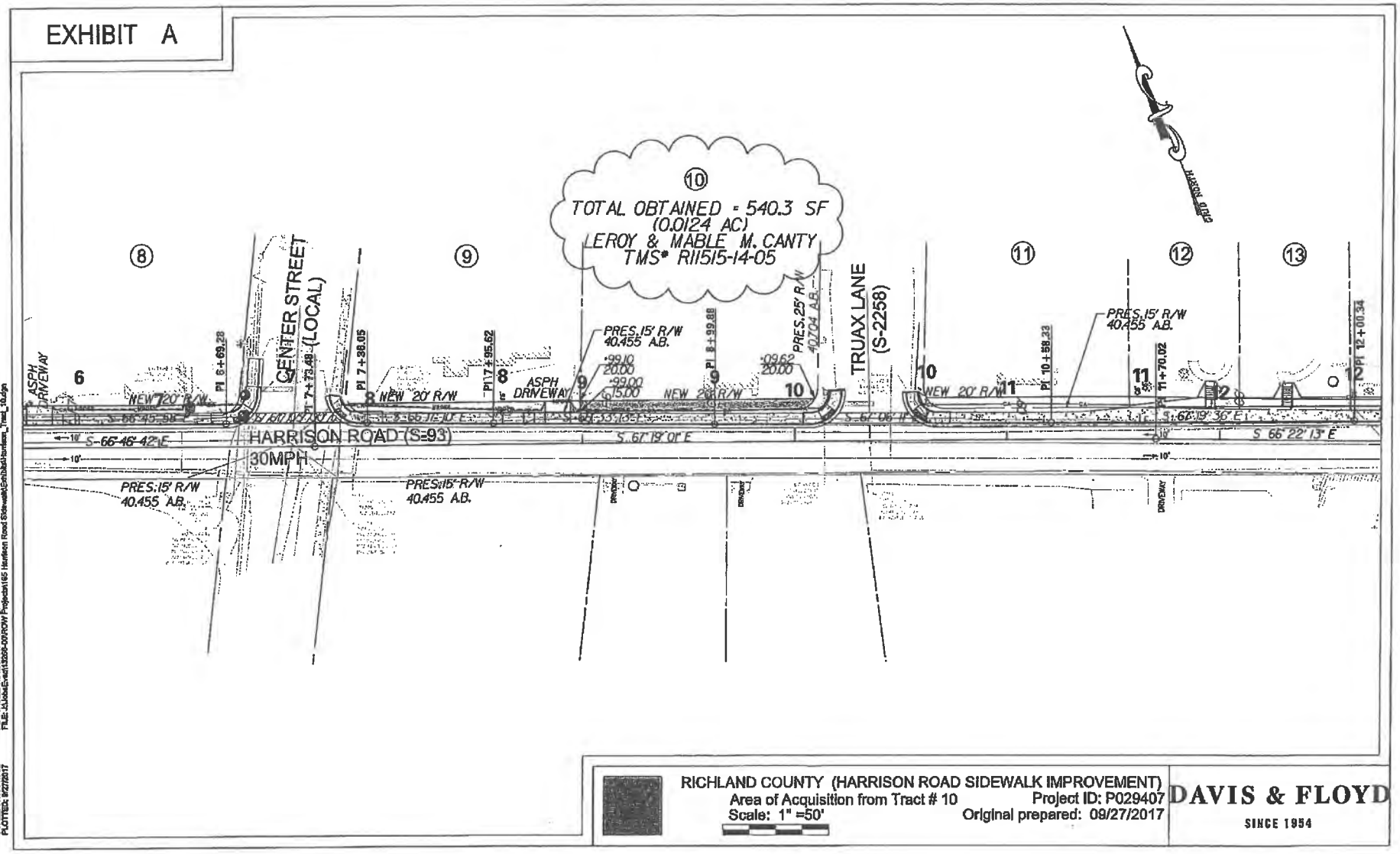
EXHIBIT A
⑩
TOTAL OBTAINED = 540.3 SF
(0.0124 AC)
LEROY & MABLE M. CANTY
TMS* R11515-14-05
⑧
⑨
⑪
⑫
⑬
CENTER STREET
(LOCAL)
TRUAX LANE
(S-2258)
HARRISON ROAD (S=93)
30MPH
S 66°46'42" E
S 67°19'01" E
S 66°22'13" E
PRES.15' R/W
40.455 A.B.
PRES.25' R/W
40.704 A.B.
NEW 20' R/W
ASPH DRIVEWAY
DRIVEWAY
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 10
Scale: 1" =50'
Project ID: P029407
Original prepared: 09/27/2017
DAVIS & FLOYD
SINCE 1954

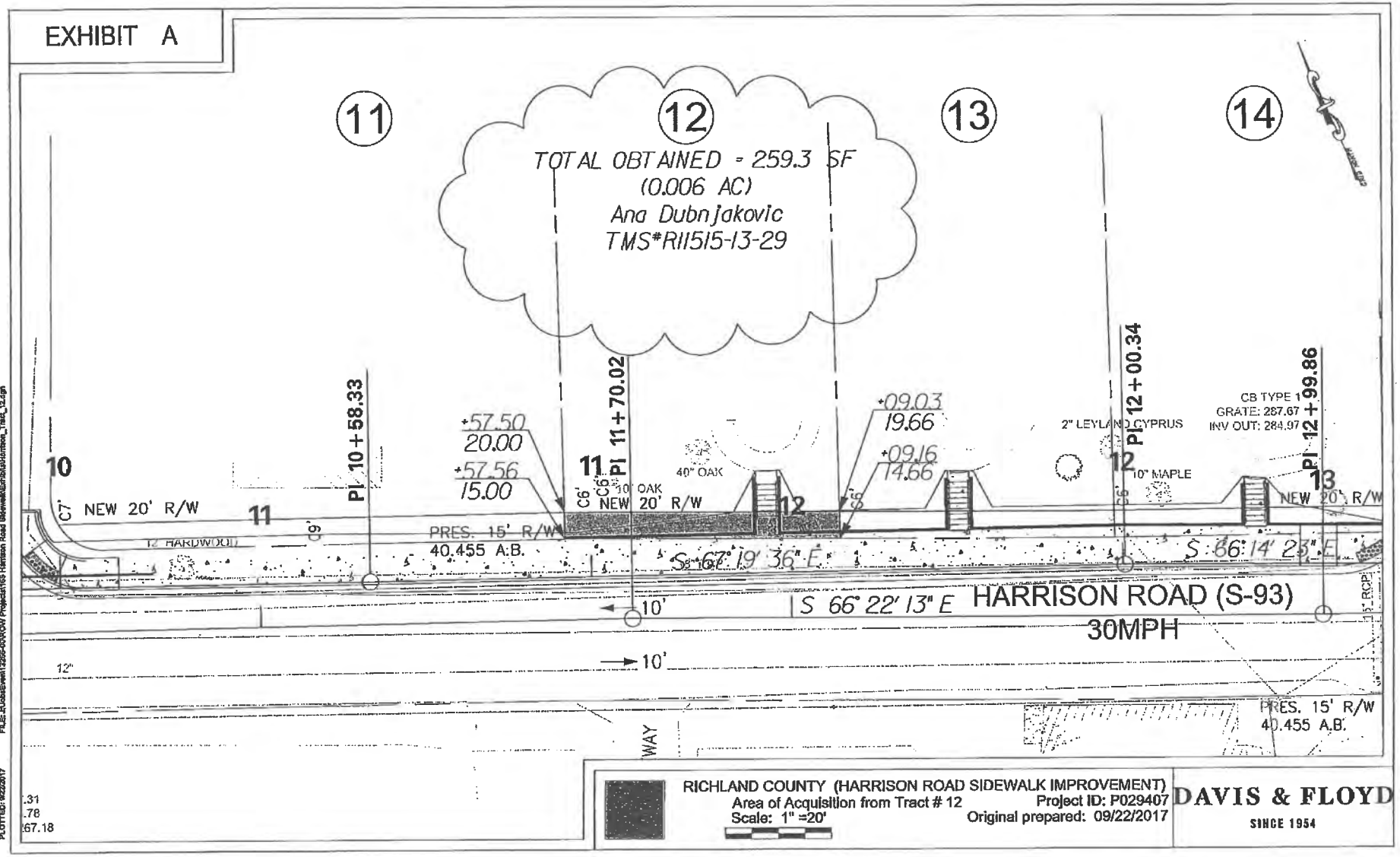
EXHIBIT A
11
12
13
14
TOTAL OBTAINED = 259.3 SF
(0.006 AC)
Ana Dubnjakovic
TMS*R11515-13-29
PI 10+58.33
PI 11+70.02
PI 12+00.34
PI 12+99.86
+57.50
20.00
+57.56
15.00
+09.03
19.66
+09.16
14.66
10
11
12
13
C7' NEW 20' R/W
C6' NEW 20' R/W
C6' NEW 20' R/W
40" OAK
10" OAK
2" LEYLAND CYPRUS
10" MAPLE
CB TYPE 1
GRATE: 287.67
INV OUT: 284.97
12" HARDWOOD
PRES. 15' R/W
40.455 A.B.
S 67° 19' 36" E
S 66° 14' 23" E
S 66° 22' 13" E
HARRISON ROAD (S-93)
30MPH
10'
12"
WAY
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 12
Project ID: P029407
Scale: 1" =20'
Original prepared: 09/22/2017
DAVIS & FLOYD
SINCE 1954

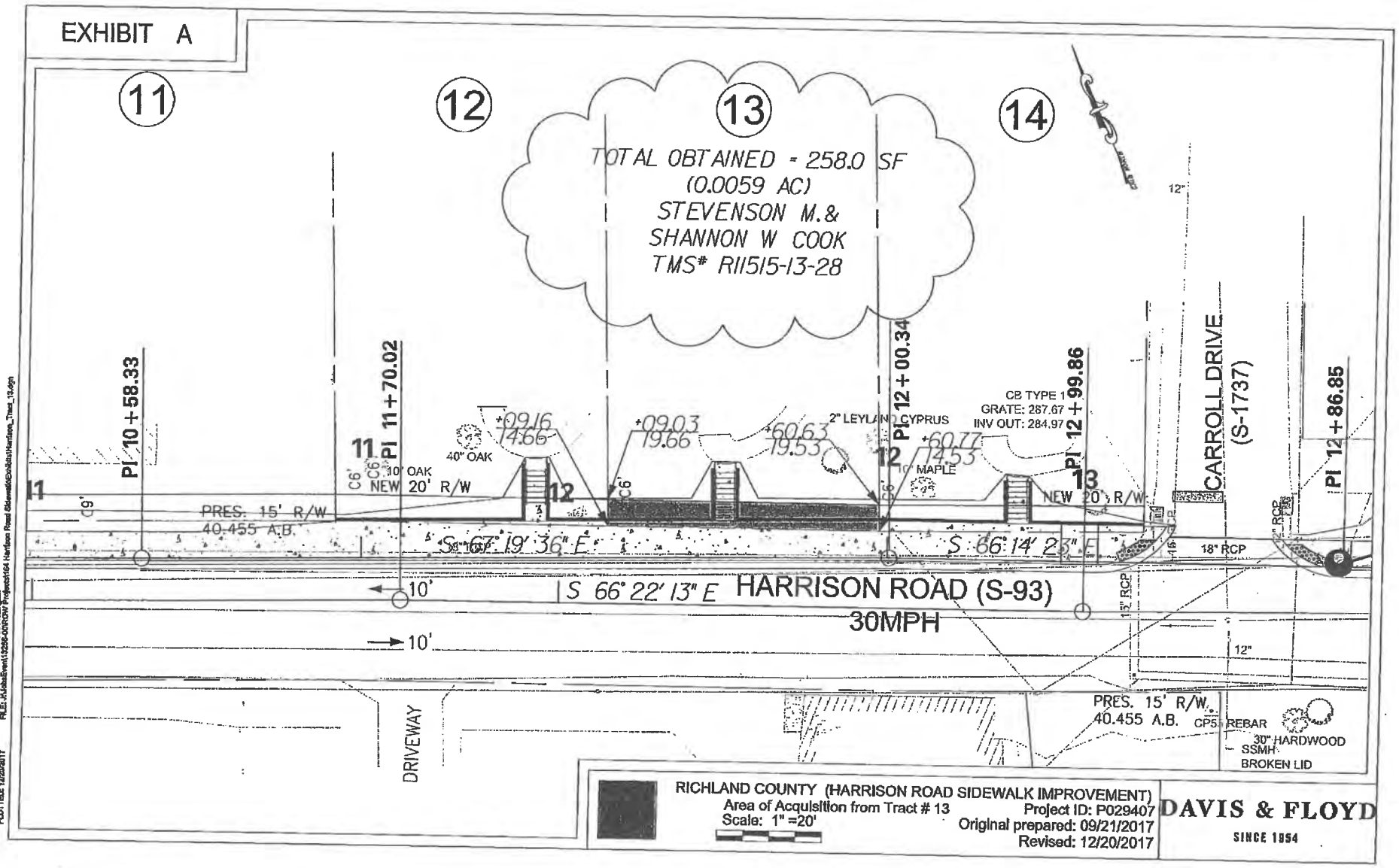
EXHIBIT A
11
12
13
14
TOTAL OBTAINED = 258.0 SF
(0.0059 AC)
STEVENSON M.&
SHANNON W COOK
TMS# R11515-13-28
PI 10+58.33
PI 11+70.02
PI 12+00.34
PI 12+99.86
PI 12+86.85
CARROLL DRIVE
(S-1737)
CB TYPE 1
GRATE: 287.67
INV OUT: 284.97
2" LEYLAND CYPRUS
40" OAK
10" OAK
10" MAPLE
NEW 20' R/W
PRES. 15' R/W
40.455 A.B.
S 67° 19' 36" E
S 66° 14' 23" E
S 66° 22' 13" E
HARRISON ROAD (S-93)
30MPH
18" RCP
15" RCP
12"
DRIVEWAY
CP5/8" REBAR
30" HARDWOOD
SSMH
BROKEN LID
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 13
Scale: 1" =20'
Project ID: P029407
Original prepared: 09/21/2017
Revised: 12/20/2017
DAVIS & FLOYD
SINCE 1954

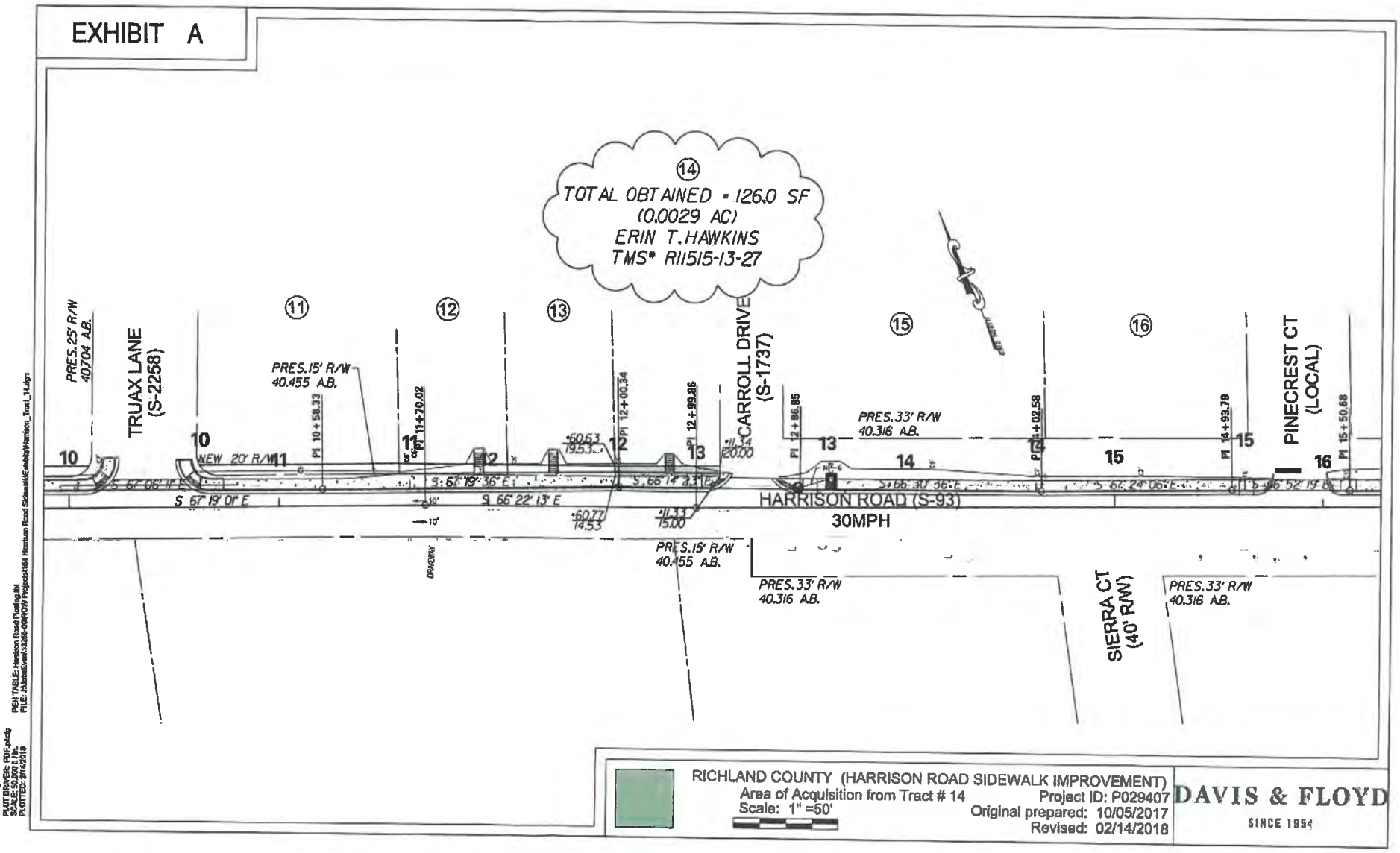
EXHIBIT A
(14)
TOTAL OBTAINED = 126.0 SF
(0.0029 AC)
ERIN T. HAWKINS
TMS* R11515-13-27
PRES. 25' R/W
40704 A.B.
TRUAX LANE
(S-2258)
PRES. 15' R/W
40.455 A.B.
CARROLL DRIVE
(S-1737)
PRES. 33' R/W
40.316 A.B.
PINECREST CT
(LOCAL)
NEW 20' R/W
HARRISON ROAD (S-93)
30MPH
S 67° 19' 01" E
S 66° 22' 13" E
DRIVEWAY
PRES. 15' R/W
40.455 A.B.
PRES. 33' R/W
40.316 A.B.
SIERRA CT
(40' R/W)
PRES. 33' R/W
40.316 A.B.
RICHLAND COUNTY (HARRISON ROAD SIDEWALK IMPROVEMENT)
Area of Acquisition from Tract # 14
Scale: 1" =50'
Project ID: P029407
Original prepared: 10/05/2017
Revised: 02/14/2018
DAVIS & FLOYD
SINCE 1954

Exhibit B

Richland County and SCDOT Intergovernmental Agreement &
Richland County Right -of - Way Policy

IGA-25-14

Cooperative Intergovernmental Agreement
Between
Richland County, South Carolina
And
South Carolina Department of Transportation
For
Richland County Sales Tax Transportation Program

THIS AGREEMENT is made this 1st day of February, 2014, by and between Richland County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as SCDOT.
WITNESSETH THAT:

WHEREAS, the County and the SCDOT desire to work together in the planning and implementation of the Richland County Sales Tax Transportation Program and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the SCDOT do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve certain transportation facilities throughout Richland County using, in part, funds derived from the one (1) cent special sales and use tax imposed by Richland County and approved by referendum held November 6, 2012.

B. Description of Work

The projects for this agreement include only those projects that are listed in Attachment "A" and are hereinafter referred to as the "Project(s)" and the collective group of Projects is hereinafter referred to as the "Program". The provisions herein shall only apply to Projects listed in Attachment "A" and all are currently on the State Highway System or are proposed to be conveyed to the SCDOT for acceptance into the State Highway System. Unless otherwise agreed, these provisions shall not apply to projects which are to be owned or maintained by the County, a municipality or another non-state entity. Where local roadways tie into state or federal roadways, changes within the SCDOT's right of way will fall under

the terms of this agreement unless changes are approved by the SCDOT through an encroachment permit.

Prior to project initiation for each project, the County shall identify whether it will develop the Project to maintain eligibility for Federal Transportation Funding. The Projects declared federally eligible shall be developed and constructed to federal standards. The Federal Highway Administration (FHWA) will make the determination of eligibility for Federal Transportation Funding for each Project for which those funds are requested at the time of request for authorization of each phase.

The scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administrative activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been described in Attachment A. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of Richland County Council and applicable State law.

II. COMMUNICATIONS:

A. The County and SCDOT agree that regular and thorough communication about this work is essential to the effective execution of the Program. The County and SCDOT further agree that each party will strive to communicate at both the management level and staff level.

1. The County Transportation Director and/or the designated County Representative shall meet with the Program Manager from the SCDOT on an as-needed basis.

2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.

B. The SCDOT will provide such technical support and advice as requested by the County to assist in the planning and execution of the Program.

III. OBLIGATIONS OF SCDOT:

A. The County shall prepare, in the SCDOT's name, all documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq, or as specified by the SCDOT. The SCDOT agrees to expedite the review and approval of necessary environmental documentation as it applies within the SCDOT's authority. The SCDOT further agrees to use its best efforts to coordinate with the Federal

Agencies on behalf of the County to expedite the approval of required environmental documentation, if necessary.

B. To the extent permitted by existing South Carolina law, the SCDOT hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the SCDOT's part, or the part of any employee or agent of the SCDOT in the performance or participation in the work undertaken under this Agreement.

C. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the SCDOT to maintain the Project until such time as all rights of way and other property rights are turned over to the SCDOT after the completion of the Project. The SCDOT agrees to accept the Project on the state system for maintenance within 30 days once all obligations of the County have been completed as outlined in Section V.F.5 of this agreement.

IV. OBLIGATIONS OF THE COUNTY:

A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.

B. The County shall provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of each Project, unless noted otherwise herein.

C. The County shall reimburse the SCDOT for costs incurred as part of the SCDOT's reviews, coordination, and oversight. The SCDOT will invoice the County no more often than quarterly for those costs.

D. The cost of each Project shall be borne solely by Richland County unless additional funding is secured through the SCDOT or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All Projects shall be developed and constructed to SCDOT standards and specifications any other applicable legal standards and will be accorded equal priority for completion. The current edition of each standard and specification shall be the edition as of the beginning of the design work for each Project with the expectation that the standards and specifications shall be applicable through the completion of the Project. However, where there is a significant delay in the completion of the design of a Project, the most current standards and specifications may be incorporated into the contract documents. It is the intent of both the

County and the SCDOT to design the Projects in compliance with the applicable standards and specifications. However, both parties recognize that exceptions to these standards and specifications may be mutually beneficial. Such exceptions will be granted if both parties agree.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

-Public involvement
-Funding
-Environmental considerations including determination of necessary environmental documentation
-Traffic requirements for the Projects based on traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2015 would yield design year traffic projections for the year 2035. Where available, the local Central Midlands Council of Governments (CMCOG) traffic projections would be supplied by the SCDOT for use in these planning activities. Where these CMCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
-Right of way issues and impacts
-Constructability
-Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the SCDOT received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.

3. Carrying out all required social, economic, and environmental studies required by law, and

4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the SCDOT and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency to complete the Projects and will work with the SCDOT in coordinating and negotiating with the agency to secure the permits. All work performed must be in accordance with the SCDOT's Environmental Consultant Scope, latest edition, and any amendments thereafter, if applicable. Where required by law, the County shall prepare all permit applications in the name of the SCDOT. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the SCDOT for all roads in the state system.

Upon approval of the SCDOT and other applicable regulatory agencies, Richland County may use credits from environmental mitigation banks controlled by or developed for use by the SCDOT. If credits are used by the County from a mitigation bank controlled by or developed for use by the SCDOT, the County will pay to the SCDOT the costs of these credits as mutually agreed upon by the County and the SCDOT.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations, or as otherwise specified by the SCDOT. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the SCDOT in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the SCDOT shall assign Project Identification Numbers to the Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.

2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the SCDOT's current edition of the "Preconstruction Survey Manual".

3. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, latest edition, including the latest Interim

Specifications thereto. Bridge structures shall be designed with the LRFD criteria. This will include all seismic requirements in accordance with these AASHTO criteria.

4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.

5. If the County intends to seek reimbursement for state or federal funds that may become available for individual Projects, the County shall comply with all applicable federal and state statutes and regulations to maintain the eligibility of those funds for reimbursement.

6. In the event that state or federal funding becomes available for the Project, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct SCDOT administration or assistance with administration of the Project that would be most advantageous in securing that funding.

7. The SCDOT's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

8. The SCDOT will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the SCDOT at the following stages of the Project: concept (optional), preliminary (optional), right of way and final design. The County shall submit the design in a form that is acceptable to the SCDOT's reviewer. Design reviews will be accomplished by the SCDOT and review comments will be returned to the County within 25 business days of the time the County submits the review documents to the SCDOT. The County will notify the SCDOT at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the SCDOT shall in no way relieve the County or its agents of any responsibility in regard to individual Projects. Projects shall not be advanced to right-of-way or construction until written authorization is provided by the SCDOT.

9. Design plans and documents submitted for reviews by the SCDOT shall be provided in electronic (.pdf) format. The County shall utilize file transfer protocol (FTP) or other agreed upon platform to transfer the documents to be reviewed.

10. The SCDOT's written "authority to proceed" with right-of-way acquisition activities shall serve as approval for the County to begin right-of-way activities on individual Projects. The SCDOT agrees to provide written notice of "authority to proceed" or

review comments for the right-of-way plans within 25 business days of the time the County submits the right-of-way plans for review.

11. The SCDOT's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the SCDOT for construction of individual Projects by the County. The SCDOT agrees to provide written notice of "authority to proceed" or review comments for the final plans within 25 business days of the time the County submits the final plans for review.

12. In the event that federal funding is sought by the County through the SCDOT, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, etc.). Prior Rights may be established by the following means:

    a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.

    b. The Utility occupies SCDOT right of way, and per an existing agreement with the SCDOT, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases for municipal, county and special purpose district owned and operated utilities, the County, may elect to use Program funds for all or part of such utility relocation costs.

3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.

4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.

5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."

6. The County will honor the terms of any pre-existing agreements between the SCDOT and a utility owner.

7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to the SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601* et seq., and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project where utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

   The County Shall:

   a. Perform title searches for properties to be acquired and provide the SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.

   b. In accordance with the SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from the SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.

   c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.

   d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by the SCDOT. All titles shall be recorded in the land records of Richland County.

   e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.

   f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.

g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.

h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue (90) and (30) - day notices of displacement in accordance with State and federal guidelines.

i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish the SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.

k. Provide a Right-of-Way Certification in a form acceptable to the SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The SCDOT Shall:

a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.

b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.

c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

1. The County will construct the Projects in conformance with the technical sections of the SCDOT's current Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the SCDOT if there is a circumstance where there may be any significant deviation from the contract documents.

2. The County and the SCDOT agree to conduct a final inspection of the completed Project prior to acceptance of the work by the SCDOT.

3. To the extent applicable, materials shall be procured in accordance with Richland County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, SCDOT standard policies, and applicable Federal (23CFR635) and State statutes and regulations.

4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the SCDOT that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The County shall ensure testing is performed based on project quantities in accordance with the SCDOT's Construction Manual.

5. The County shall coordinate with the SCDOT during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the SCDOT of the date for final inspection of the work. The County and the SCDOT shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the SCDOT in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The SCDOT agrees to respond to the County within 20 business days from the time the County submits the Final Completion notification. If additional centerline miles are created by the project, once Final Completion is accepted by the SCDOT, the Project will be presented by SCDOT Staff to the SCDOT Commission. The Commission will determine if additional mileage is to be accepted by the SCDOT.

6. The SCDOT shall conduct construction oversight on all State-maintained roadways at the discretion of the Deputy Secretary for Engineering. All SCDOT costs associated with construction oversight shall be reimbursed by the County in accordance with section IV.C.

    a. The County, or its agent, shall perform all acceptance sampling and testing in accordance with the quality control (QC) sampling and testing schedule and frequency specified in the SCDOT's Construction Manual.

    b. The SCDOT will perform independent assurance (IA) sampling and testing on projects with federal funding. For projects that do not have federal funding, the County shall arrange for IA sampling and testing to be performed by an independent qualified entity. All IA procedures shall be in accordance with the SCDOT's Construction Manual.

c. The SCDOT may at any time ask for, and the County shall immediately provide, any construction inspection or testing related documents. The SCDOT may also perform its own tests, and obtain its own samples, at any time.

d. The Project may be subject to periodic reviews/inspections by the SCDOT's Quality Management Team at the discretion of the SCDOT.

7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the SCDOT agree as follows:

   a. Weekly Project field reviews will be made by the County and the SCDOT's construction representatives to discuss project status, mutual concerns and construction issues.

   b. Contract documents will be furnished to the SCDOT.

   c. Copies of test results will be submitted to the SCDOT so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the SCDOT.

   d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.

   e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the SCDOT's Supplemental Specification on Seeding and Erosion Control Measures, latest edition. Observations will be documented on the SCDOT's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.

8. The County shall obtain SCDOT concurrence prior to awarding the contract. If applicable, the County will include the required Federal Aid Contract Provisions for the contract.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the SCDOT under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD (current edition), the SCDOT District I Daytime Lane Closure policy (current edition), and the

SCDOT's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Project

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.

2. The SCDOT shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the SCDOT as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Project meet or overlap into the project limits established for projects that are or will be executed by the SCDOT before the completion of that individual County Project, the County and the SCDOT will develop agreements to outline provisions that would be beneficial to both the County Projects and the SCDOT projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The SCDOT shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the SCDOT of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the SCDOT as outlined in Section V.C.9 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.

2. Where applications for encroachment permits with regard to any segment of road covered by the Project are received by the SCDOT, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 15 business days.

From and after execution of this Agreement, the SCDOT hereby grants the County access to the Project corridors for the purposes of gathering field information necessary for accomplishing the planning, design, and right of way aspects of the Project. The County

will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the SCDOT.

1. Copies of required environmental documents
2. Design documents
   a. As described elsewhere in this agreement
   b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
   c. Electronic files of the Final Project plans as described in the SCDOT's "Road Design Reference Material for Consultant Prepared Plans".
   d. Final Stormwater Reports
3. Right of way documents
   a. Appraisals
   b. Title search information
   c. Deeds sufficient to convey to the SCDOT the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
   d. Correspondence with property owners
   e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
   a. As-built drawings - In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:
      - Survey centerline and existing roadway centerline if different, with labeled stationing.
      - Existing and new right of way lines, and County easement lines
      - Final location of utility lines and appurtenances
   b. Test reports
   c. Daily construction diaries

5. Other documents
   a. Assignments to the SCDOT of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the SCDOT's standard form.
   b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
   c. All permits of government regulatory agencies

F. Certifications

Upon final completion of each Project, the County will provide a letter to the SCDOT stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the SCDOT, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the SCDOT any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the SCDOT shall cooperate and consult with each other with respect to those Projects intended to be turned over to the SCDOT for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within (90) days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the SCDOT. These four members shall choose

a fifth member employed neither by the County nor the SCDOT. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the SCDOT. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the SCDOT relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Richland County, South Carolina.

B. Successors/Assigns

The County and the SCDOT each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agree that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state laws or regulations. The County will coordinate with the SCDOT's DBE Office when establishing goals for specific Projects. The parties hereto and their agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Richland County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Tony McDonald
Richland County Administrator
P.O. Box 192
Columbia, South Carolina 29202

Notices to SCDOT:

South Carolina Department of Transportation
Attn: Deputy Secretary for Engineering
PO Box 191
Columbia, South Carolina 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed,

acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

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

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

By: _____
Kelvin Washington
Chairman, Richland County Council

Attest: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

By: _____
Secretary of Transportation ACTING

Attest: _____

RECOMMENDED:

By: _____
Deputy Secretary for Engineering or Designee

By: _____
Deputy Secretary for Finance and
Administration or Designee

By: _____
Chief Procurement Officer or Designee

CERTIFICATION OF SCDOT

I hereby certify that I am the Deputy Secretary of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

(a) Employ or retain, or agree to employ or retain, any firm or person or
(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

1/31/2014
(Date)

(SCDOT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is Post Office Box 192, Columbia, South Carolina, 29202 and that neither I nor the above COUNTY I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or

(b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the SCDOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

COUNTY (Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

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

(Date)

COUNTY (Signature)

1/31/2014
(Date)

SCDOT (Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
- (a) the dangers of drug abuse in a workplace;
- (b) the person's policy of maintaining a drug-free workplace;
- (c) any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);

(4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

(5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;

(6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: _____

SCDOT DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the SCDOT certifies on behalf of the SCDOT that the SCDOT will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the SCDOT's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
   (a) the dangers of drug abuse in a workplace;
   (b) the person's policy of maintaining a drug-free workplace;
   (c) any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);

(4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
   (a) abide by the terms of the statement; and
   (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

(5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;

(6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

SCDOT: Vann Fuller

Attachment "A"
List of Projects

2012 Roadway Projects			
Type	Project Name	Begin Location	End Location
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd
Widening	Blythewood Rd	Syrup Mill Rd	I-77
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)
Widening	Shop Rd	I-77	George Rogers Blvd
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd
Widening	Bluff Rd	I-77	Rosewood Dr
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd
Special	Shop Road Extension	na	na
Special	Kelly Mill Rd.	na	na
Special	Assembly Street RR Grade Separation	na	na
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.
Interchange	I-20 / Broad River Rd.	I-20 / Broad River	I-20 / Broad River

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Intersection	Broad River Rd and Bush River Rd		
Intersection	Huger St and Gervais St		
Intersection	Elmwood Ave and Park St		
Intersection	Main St and Elmwood Ave		
Intersection	Elmwood Ave and Bull St		
Intersection	Two Notch Rd and Alpine Rd		
Intersection	Two Notch Rd and Malingate Dr/Windsor Lake Blvd		
Intersection	Two Notch Rd and Brickyard Rd		
Intersection	Two Notch Rd and Sparkleberry Ln		
Intersection	Blossom St and Saluda Ave		
Intersection	Devine St and Harden St/Santee Ave		
Intersection	Two Notch Rd and Decker Blvd/Parklane Rd		
Intersection	Huger St and Blossom St		
Intersection	Huger St and Greene St		
Intersection	Huger St and Lady St		
Intersection	Assembly St and Gervais St		
Intersection	Assembly St and Washington St		
Intersection	Assembly St and Laurel St		
Intersection	Assembly St and Calhoun St		
Intersection	Rosewood Dr and Marion St		
Intersection	Rosewood Dr and Pickens St		
Intersection	Rosewood Dr and Harden St		
Intersection	Rosewood Dr and Holly St		
Intersection	Rosewood Dr and Ott Rd		
Intersection	Rosewood Dr and Kilbourne Rd		
Intersection	Rosewood Dr and Beltline Blvd		
Intersection	Harden St and Gervais St		
Intersection	Garners Ferry and Atlas Road (1)		
Intersection	Garners Ferry Rd and Hallbrook Dr / Pineview Rd (2)		
Intersection	Two Notch Rd and Polo Rd (3)		
Intersection	Polo Rd and Mallet Hill Rd (4)		
Intersection	Assembly St and Greene St (5)		
Intersection	Assembly St and Pendleton St (6)		
Sidewalk	Assembly St	Whaley St	Beltline Blvd
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd
Sidewalk	Colonial Dr	Harden St	Academy St
Sidewalk	Broad River Rd	Greystone Blvd	Broad River Bridge
Sidewalk	Blossom St	Williams St	Huger St
Sidewalk	Gervais St	450' west of Gist St	Gist St
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd
Sidewalk	Blythewood Rd	I-77	Main St
Sidewalk	Broad River Rd	Harbison Blvd	Bush River Rd
Sidewalk	Superior St	Whaley St	Airport Blvd
Sidewalk	Leesburg Rd	Garners Ferry Rd	Semmes Rd
Sidewalk	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Sidewalk	Gervais St	Gist St	Huger St
Sidewalk	Huger St	Blossom St	Gervais St
Sidewalk	Broad River Rd	I-26	Harbison Blvd
Sidewalk	Park St	Gervais St	Senate St
Sidewalk	Polo Rd	Mallet Hill Rd	Alpine Rd
Sidewalk	Clemson Rd	Two Notch Rd	Percival Rd
Sidewalk	Bratton St	King St	Maple St
Sidewalk	Franklin St	Sumter St	Bull St
Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77
Sidewalk	Grand St	Shealy St	Hydrick St
Sidewalk	Jefferson St	Sumter St	Bull St
Sidewalk	Lyon St	Gervais St	Washington St
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd
Sidewalk	Mildred Ave	Westwood Ave	Duke Ave
Sidewalk	School House Rd	Two Notch Rd	Ervin St
Sidewalk	Senate St	Gladden St	Kings St
Sidewalk	Shandon St	Wilmot St	Wheat St
Sidewalk	Wildwood Ave	Monticello Rd	Ridgewood Ave
Sidewalk	Windover St	Two Notch Rd	Belvedere Dr
Sidewalk	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd
Sidewalk	Koon	Melinda Road	Farmview Street
Sidewalk	Pinehurst	Harrison Road	Forest Drive
Sidewalk	Prospect	Wilmot Avenue	Yale
Sidewalk	Sunset	Elmhurst Road	River Drive
Sidewalk	Veterans	Garners Ferry Road	Wormwood Drive
Sidewalk	Veterans	Coachmaker Road	Coatsdale Road
Sidewalk	Percival Road	Forest Dr	Decker Blvd
Sidewalk	Polo Rd (7)	Two Notch Rd	Mallet Hill Rd
Sidewalk	Bluff Rd (8)	Rosewood Dr	Beltline Blvd
Sidewalk	Atlas Rd (9)	Fountain Lake Way	Garners Ferry Rd
Sidewalk	Broad River Rd (10)	Royal Tower Rd	Woodrow St
Sidewalk	Broad River Rd (11)	Lake Murray Blvd	Western Ln

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge
Bikeways	Harden St	Devine St	Rosewood Dr
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd
Bikeways	Two Notch Rd	Beltline Blvd	Parklane Rd
Bikeways	Hampton St	Pickens St	Harden St
Bikeways	Pendleton St	Lincoln St	Marion St
Bikeways	Sumter St	Washington St	Senate St
Bikeways	Beltline Blvd/Devine St	Rosewood Dr	Chateau Dr
Bikeways	Beltline Blvd	Forest Dr	Valley Rd
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne	Blossom St	Fort Jackson Blvd
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd
Bikeways	Edgefield St/Park St	Calhoun St	River Dr
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate	Millwood Ave	Beltline Blvd
Bikeways	Sumter St	Blossom St	Wheat St
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St
Bikeways	Saluda Ave	Wheat St	Greene St
Bikeways	Wheat St	Sumter St	Assembly St
Bikeways	Blossom St	Williams St	Huger St
Bikeways	Gervais St	450' west of Gist St	Gist St
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Beltline Blvd	Rosewood Dr	Devine St
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Percival Rd
Bikeways	Fort Jackson Blvd	Devine St	Newell Rd
Bikeways	Garners Ferry Rd	Rosewood Dr	True St
Bikeways	Gervais St	Park St	Millwood Ave
Bikeways	Oneil Ct	Decker Blvd	Parklane Rd
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd
Bikeways	Leesburg Rd	Garners Ferry Rd	Semmes Rd
Bikeways	Gervais St	Gist St	Huger St
Bikeways	Huger St	Blossom St	Gervais St
Bikeways	Shop Rd	Beltline Blvd	Pineview Dr
Bikeways	Blossom St	Assembly St	Sumter St
Bikeways	Bull St	Elmwood Ave	Victoria St
Bikeways	Main St	Elmwood Ave	Sunset Dr
Bikeways	Elmwood Ave	Wayne St	Proposed Greenway Connector
Bikeways	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd
Bikeways	Blythewood Rd	Winnsboro Rd	Main St
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr
Bikeways	Clemson Rd	Summit Pky	Percival Rd
Bikeways	Alpine Rd	Two Notch Rd	Percival Rd
Bikeways	Polo Rd	Two Notch Rd	640' south of Mallet Hill Rd
Bikeways	Clemson Rd	Brook Hollow Dr	Summit Pky
Bikeways	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Bikeways	Pickens St	Washington St	Rosewood Dr
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Greene St	Assembly St	Bull St
Bikeways	Bull St/Henderson St/Rice St	Wheat St	Heyward St
Bikeways	Blossom St	Huger St	Assembly St
Bikeways	Whaley St	Lincoln St	Pickens St
Bikeways	Whaley St	Lincoln St	Church St
Bikeways	Craig Rd	Harrison Rd	Covenant Rd
Bikeways	Shop Rd (12)	George Rogers Blvd	Northway Rd
Bikeways	Bluff Rd (13)	Berea Rd	Beltline Blvd
Bikeways	Shop Rd (14)	Northway Rd	Beltline Blvd
Bikeways	Bluff Rd (15)	Rosewood Dr	Berea Rd
Bikeways	Wilson Blvd (16)	I-77	Farrow Rd
Bikeways	Broad River Rd (17)	Woodrow St	I-26 (Exit 97)
Bikeways	Hardscrabble Rd (18)	Farrow Rd	Lee Rd
Bikeways	Hardscrabble Rd (19)	Lee Rd	Lake Carolina Blvd
Bikeways	Pineview Rd (20)	Bluff Rd	Garners Ferry Rd
Bikeways	Atlas Rd (21)	Bluff Rd	Garners Ferry Rd
Bikeways	Broad River Rd (22)	Royal Tower Rd	Woodrow St
Bikeways	Broad River Rd (23)	Lake Murray Blvd	Western Ln
Bikeways	Dutch Fork Rd (24)	Broad River Rd	Rauch Metz

Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the SCDOT that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the SCDOT. The County and the SCDOT agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the SCDOT's Program Manager, the following procedure will be adhered to by the County and the SCDOT. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the SCDOT will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING,DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Program Manager	District Engr. Administrator	Director of Transportation	2
Director of Preconstruction	Director of Construction	Director of Transportation	3
Dep. Secretary for Engineering	Dep. Secretary for Engineering	County Administrator	5

The Deputy Secretary for Engineering hall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the Deputy Secretary for Engineering be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.

March 17, 2015

RICHLAND COUNTY
RIGHT-OF-WAY POLICY

Dates of Adoption and Amendment Actions

- Adopted by Richland County Council March 17, 2015

INTRODUCTION

I. DESCRIPTION AND OVERVIEW

This Richland County Right of Way Policy (the "Policy") sets forth the right-of-way acquisition process and procedures for rights of way acquisitions by Richland County (hereinafter, the "County"). The procedures described herein shall follow where applicable the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Pub. L. 91-646, 42 U.S.C. §§ 4601 *et seq.*, and regulations there under, 49 C.F.R. Pt. 24, and the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-20, *et seq*. Within each section, additional manuals or policies may be referenced to provide guidance to the County.

The County generally follows South Carolina Department of Transportation ("SCDOT") right-of-way acquisition procedures. SCDOT right-of-way acquisition procedures comply with the South Carolina Eminent Domain Procedure Act. The County will comply with the *SCDOT Right-of-Way Manual* (latest edition) and associated manuals or documents and applicable federal and state laws and regulations. Specific procedures contained in SCDOT manuals may be referenced in this Policy. The County will also use SCDOT standard forms and documents to the extent practicable.

Right-of-way projects eligible for state and federal funding and maintenance are subject to the Intergovernmental Agreement between the County and SCDOT ("IGA"), and thereby require SCDOT involvement in the right-of-way acquisitions process. All activities related to the acquisition of rights-of-way for projects eligible for state and federal funding or maintenance will be in accordance with the terms of the IGA and applicable state and federal laws and regulations. The County will transfer the right-of-way for these eligible projects to SCDOT at the conclusion of the project.

This Policy does not supplant, enlarge or limit any rights, obligations or duties of the County under applicable federal and state laws or regulations or County ordinances relating to right-of-way acquisitions or the exercise of eminent domain or condemnation powers. Nor do the guidelines, processes or procedures contained herein establish a legal standard or give rise to private rights of action. To the extent this Policy conflicts with applicable federal or state laws or regulations or County ordinances, such laws, regulations, or ordinances control.

This Policy is organized into two sections for Right-of-Way Acquisition Procedures:

- Section 1: Projects eligible for State and Federal Funding and Maintenance
- Section 2: County Projects

It includes a description of operational procedures and provides discussion on the process by which right-of-way acquisition functions are to be accomplished.

II. PURPOSE

The purpose of the Policy is to streamline the right-of-way acquisition process by providing uniform guidance in the form of a published policy manual establishing standards, procedures and processes for right-of-way acquisitions and related activities.

No policy manual can be expected to cover all of the potential eventualities that might be encountered by County personnel involved with the right-of-way acquisitions process. This Policy sets forth general guidelines to be followed and is subject to change as may be deemed prudent. If a situation not specifically covered by this Policy should arise, County personnel should contact their immediate supervisor for guidance.

SECTION 1: PROJECTS ELIGIBLE FOR STATE & FEDERAL FUNDING AND MAINTENANCE

I. PREPARATION FOR ACQUISITION PROCEDURES

A. Right-of-Way Plan Review

The Right-of-Way Manager ("R/W Manager"), available SCDOT personnel, and County Director of Transportation or other appropriate County representative will physically visit and analyze the right-of-way project site to determine the following:

(1) Relocation of Landowners Displaced by the Transportation Project

(2) Acquisition/Negotiation

(3) Appraisal standard

The review and analysis will include a thorough discussion on the various aspects and implications of the selected route on right-of-way ("R/W") acquisitions including, but not limited to, any damages or diminution in value to the property remainder, costs to cure damages, benefits to the property, specialty appraisal requirements (signs, fixtures, equipment, *etc.*), if applicable.

After the review has been concluded, a meeting will be held with the Engineer of Record to present any recommended changes to the plans that may aid in the R/W acquisition process, yet not significantly compromise any other aspect of the project. Upon receipt of the final right-of-way plans, the R/W Manager will provide a final review to determine permission only parcels[1], acquisition parcels with and without permissions, and relocation parcels.

R/W parcels will be acquired in fee simple except where SCDOT and County may direct the acquisition of a R/W easement, in lieu of fee simple title, with respect to any portion of the R/W.

B. Agent Assignments

The R/W Manager will assign parcels to Agents based on experience and parcel complexity. Agents are employed by an entity to provide acquisition and relocation related services to individuals affected by R/W acquisitions. The Agents will familiarize themselves with the plans and will draft preliminary Landowner contact letters. The Agent will not deliver the contact letter or otherwise communicate with the Landowner[2] until receipt of the title opinion.

C. Request Title Opinions

Final R/W plans will be sent by the R/W Manager to the title attorney. The title attorney will examine title as directed by the R/W Manager. The R/W Manager's directions will be based on parcel

[1] A "permission" is a right to enter property for a stated purpose granted by the Landowner to the County. A "permission only" parcel is a parcel outside the right of way that the County may need to enter to perform work upon as part of the R/W project.

[2] "Landowner" as used throughout this Policy shall mean a Landowner as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12).

complexity, subject to the minimum requirements set forth in Section 1, Subsection II (Title Investigations/Opinion) of this Policy.

D. Request Cost Estimates

The R/W Manager will send the final R/W plans to a SCDOT Approved Appraiser requesting cost estimates based upon the R/W Manager's discretion as determined by the plan review. Cost estimates are a simplified version of an appraisal and are based on comparable sales located on or adjacent to the project site.

Once cost estimates are completed and reviewed by SCDOT designated personnel, it will be the responsibility of SCDOT to set just compensation for the cost estimates. Once just compensation has been set, offers can be made from the approved cost estimates on "non-complex" acquisitions under $20,000.00. However, state law provides that the Landowner has the right to require that an appraisal be made for any acquisition, regardless of the cost estimate amount. Any complex acquisitions as defined hereinafter will require an appraisal before an offer can be made for acquisitions.

E. R/W Exhibits

R/W exhibit(s) will be prepared for each parcel and will follow the criteria established by SCDOT in the *Instructional Guide for Rights of Way Exhibits*. The exhibit(s) will be presented on 8.5" x 14" legal size paper and contain, without limitation, the following:

- Horizontal alignment
- Property Lines
- Present R/W
- New R/W
- Area of acquisition highlighted
- Project identification or number
- Parcel (Tract) No.
- New roadway design
- Existing roadway topography

The exhibit(s) will be finalized and submitted to the R/W Manager for inclusion into the final R/W file.

II. TITLE INVESTIGATIONS/OPINIONS

The title attorney will provide a 40 year title investigation in order to establish property ownership prior to contacting any Landowners, as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12). The title search will conform to the R/W Manager's directions and the requirements set forth in this Policy and will consist of a thorough search of the tax assessor's records, deed records, Probate records, and other pertinent sources in order to determine the current ownership of each parcel. The title opinion will include, but not be limited to:

- Current Landowner
- Property tax information
- Mortgage(s) of record
- Miscellaneous liens (state, federal, *etc.*)
- Property owner deed(s) and plat(s)
- Easements of record

The title opinion will list all Landowners. Title opinions are effective for a period of 90 days. Should title opinions exceed 90 days prior to the actual acquisition, conclusion or condemnation of a parcel, the title attorney, at the request of the R/W Manager, will provide an updated title opinion. The updated title opinion, also effective for a period of 90 days, will include any new information regarding mortgage(s) of record and miscellaneous liens.

Upon receipt of the title opinion, the R/W Manager will review the title opinion, and if clarification is needed on any items, the R/W Manager will discuss these items with the title attorney. The title attorney will provide a revised title opinion as needed.

Prior to filing a condemnation notice with the Court, outside counsel has the discretion to update the title opinion as needed.

III. PRELIMINARY CONTACT WITH LANDOWNER

Agents will begin contacting Landowners as soon as possible after receipt of the title opinion from the R/W Manager. Agents will initiate the negotiation process by mailing a preliminary contact letter to the Landowner. This will allow the Landowner to schedule a meeting with the Agent at the Landowner's convenience. The Agent will include the following with the letter:

- Brief R/W project description
- Copy of the R/W plan sheets, highlighting the proposed acquisition on the Landowner's property
- Agent contact information

There are two types of acquisition parcels: Complex Acquisition[3] and Non-complex Acquisition[4]. Priority will be given to Complex Acquisitions. The following describes the Agent's initial meeting with the Landowner on these types of acquisitions:

A. Complex Acquisitions (Compensation to Property Owner > $20,000)

During the preliminary contact, the Agent will meet with the Landowner onsite, when reasonably possible, to discuss:

- Title information
- Property lines
- Proposed improvements
- R/W acquisition
- R/W appraisal process
- Relocation process and assistance, if applicable

A copy of the SCDOT "Highways and You" booklet will be provided to each Landowner. This booklet contains additional information on the R/W acquisition process. The Agent will also perform an onsite field review with the Landowner and provide a copy of the R/W plan sheet(s).

If permissions are required for the parcel, the Agent will obtain a signed permission form during the preliminary contact. If the Landowner is not willing to grant a specific permission, it may be necessary to convert the permission(s) to right-of-way prior to requesting the appraisal.

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[3] A "complex" acquisition as used throughout this Policy means an acquisition of property valued in excess of $20,000; occupied parcels; parcels that may require significant appraisal time or engineering modifications or studies; parcels that may become improved tracts due to R/W impacts; parcels that are heirs' property; parcels that are under guardianship; parcels where guardians must be appointed because one or more of the Landowners of the parcel are minors or are incapacitated; parcels that may be subject to bankruptcy or probate proceedings; properties subject to leasehold interests; and other parcel acquisition deemed complex by Director of Transportation or other appropriate County representative.

[4] A "non-complex" acquisition as used throughout this Policy means an acquisition of property valued at $20,000 or less that is not otherwise complex.

The Agent will not make an offer during the preliminary contact on a complex acquisition, but will inform the Landowner that an appraisal will be ordered, and the Landowner may be present while the appraiser inspects the property.

B. Non-complex Acquisitions (Compensation to Property Owner ≤ $20,000)

The preliminary contact by the Agent will include the items listed under Complex Acquisitions; however, the Agent will make an offer to the property owner based on a cost estimate of just compensation set by SCDOT. The Agent will explain that the Landowner may request an appraisal, and the appraised offer may supersede the cost estimate offer, even if the cost estimate offer is more than the appraised offer.

During the preliminary contact with the Landowner, if it is apparent that the Landowner does not understand how the new R/W acquisition will affect the property, it may be necessary to have the present and new R/W limits staked prior to the Agent meeting with the Landowner again. Under such circumstances, the Agent may recommend R/W staking for the specific parcel to the R/W Manager, and the R/W Manager may coordinate the R/W staking with the surveyor. If the County prefers, the present and new R/W limits for the entire project may be staked prior to the Agents making preliminary contact with Landowners. This may be necessary on controversial projects, or if during the public involvement process, multiple R/W questions are submitted.

IV. NEGOTIATIONS

The negotiations with the Landowner will adhere to applicable state and federal laws and regulations and the *SCDOT Acquisition Manual*. As such, the R/W Manager will maintain a negotiations record on a parcel-by-parcel basis. The record will be kept in a permanent form and completed within a reasonable time after each contact with the Landowner. The record shall be signed and dated by the assigned Agent.

The negotiation record will include:

- Correspondence between the Agent and Landowner
- Correspondence between the R/W Manager, County personnel involved in R/W acquisitions, Engineer of Record, and others
- Title Opinion
- Initial offer and counteroffer(s) (if any) based on approved Cost Estimates/Appraisals
- Cost Estimate/Appraisal
- R/W Exhibit
- Administrative Adjustment letter
- Settlement Approval letter or Letter Recommending Condemnation

The Agents, following the preliminary contact with the Landowner, will:

A. Make Offer

The majority of offers are usually made and negotiated in person between the Agent and Landowner.

All offers will be made subject to the approval authority established by County Council. County Council may revise, alter, or amend this approval authority from time-to-time in its sole discretion.

The County Director of Transportation or other appropriate County representative will review proposed settlements. If necessary due to the established approval authority, the County Director

of Transportation or other appropriate County representative must seek and secure additional approval to settle the matter.

Offer Process

- Complex Acquisitions: Hand-deliver appraisal offer letter to Landowner onsite with copy of appraisal

1) Appraisals

Only SCDOT approved appraisers will be used to perform appraisals for rights of way acquisitions by the County. Each appraisal will comply with applicable state and federal laws and regulations, SCDOT policies and procedures, and the Uniform Standards of Professional Appraisal Practices ("USPAP").

The R/W Manager will assign parcels to the appraiser based on appraisers' ability and experience in appraising particular types of property. The appraiser's ability to testify successfully in court for the condemning authority will also be a consideration on parcels involving potential problems or complex issues.

The R/W Manager will contract with appraisers on a project or parcel basis with the appraisals due at an agreed upon time or in an appropriate time frame to facilitate the R/W project. The appraisers will transmit the completed appraisals to the reviewing appraiser, and at the same time, a copy of the transmittal letter and appraisal will be sent to the R/W Manager to allow the status of appraisals and appraisal reviews to be accurately monitored.

2) Review Appraisals

Only SCDOT approved appraisers will be used to perform review appraisals for rights of way acquisitions by the County. The review will comply with applicable state and federal laws and regulations, SCDOT policies and procedures, and the USPAP.

The reviewer will check each appraisal for compliance with applicable state, federal, SCDOT, and USPAP requirements and appropriate items of compensation, and will verify that the appraisal does not contain arbitrary or speculative adjustments. The accuracy of mathematics, reasoning and logic, and overall support for the value conclusion will be reviewed thoroughly. The review appraiser will provide the R/W Manager a Review Appraisal Report, Appraisal Review Summary, and a recommended just compensation offer for the property to be acquired.

The R/W Manager will submit the appraisal and review appraisal packages to SCDOT. Based on the recommendations of the review appraiser, SCDOT designated personnel will provide a response to the recommendation and set just compensation accordingly.

The R/W Manager will "spot review" the appraisals, appraisal reviews, and other information provided by the appraiser and review appraiser on a random basis as a quality assurance measure.

3) Relocation Assistance Program

Whenever an acquisition requires the relocation of a Landowner, the Relocation Assistance Program will be administered by the County in accordance with applicable state and federal laws and regulations and the *SCDOT Relocation Assistance Manual*. Qualified Relocation Agents will perform relocation activities.

The Relocation Agent, appointed by the R/W Manager, will make a R/W project relocation assessment consisting, without limitation, of:

- An analysis of the needs of residential displacee based on: the number of occupants residing in the dwelling; family size, age and gender; occupancy status (owner or tenant); the condition of the present dwelling and whether or not it meets required housing conditions; income of the household; citizenship verification; distances to employment, shopping, public facilities, *etc.*; and any special circumstances, including physical disabilities or special education needs for children.
- An analysis of the replacement housing resources available to accommodate the needs of those being displaced. The analysis will consider housing for sale and for rent.
- A review of the market for those displacees with special or unique requirements. Last Resort Housing will be considered where needed.
- A review of other Federal and local programs which may assist in providing advisory assistance and other financial assistance to displacees.
- An analysis of the needs of any businesses to be displaced.

It is important that potential displacees be contacted to review the relocation process and issues that may affect their relocation with them. For those persons unable to speak or understand English, either bilingual agents will be available or a translation service will be utilized.

Relocation Agents will also perform the following non-exclusive services:

- Provide listings of comparable replacement property for sale and rent. Listings will include the name of the realtor, seller or landlord who has the available property.
- Work with realtors and lenders to explain the relocation assistance program and how each displacee's entitlements will be paid.
- Provide transportation and assistance in getting to properties that are for sale or for rent to those displacees who have no means of transportation.
- Perform decent, safe, and sanitary inspections of properties listed as comparable replacement alternatives and housing selected by the displacees.
- Verify the dwelling being occupied (either purchased or rented) meets local housing codes and ordinances and the minimum decent, safe, and sanitary regulations.
- When replacement property is purchased, attend the closing to assist the displacee and deliver the appropriate payment.
- Assist residential displacees with commercial movers when they choose to move on an actual cost basis.
- Interview the owner of a business operation to determine what special needs may be required to accommodate the business at a new location.

- Assist the business in working with local zoning requirements to obtain permits and licenses for relocation of their business.

The Relocation Agent will prepare the relocation benefit computations and supporting documentation and submit to the R/W Manager. If the R/W Manager approves the relocation package, the R/W Manager will forward it to the SCDOT Right-of-Way Office with a recommendation for approval. Once SCDOT approves, the Relocation Agent will make an offer to the displacee for any applicable relocation benefits/assistance.

- Non-complex Acquisitions: Initial offer was made during preliminary contact with the property owner based on the Cost Estimate Offer (Compensation to Landowner < $20,000). If the Landowner elected to have an appraisal completed, it would follow the process shown under the Complex Acquisitions.

Offers by mail may be used on specific parcels where it appears feasible to do so. A packet containing information required by *SCDOT Right-of-Way Policies and Procedures Manual* and any other information pertinent to the particular parcel will be mailed to the Landowner by certified mail. If a copy of the appraisal has been previously requested by the Landowner, it will be included in the packet. The letter will contain the address and phone number of the agent and will advise the Landowner that the agent will answer any questions and/or set up an appointment to discuss matters at a specific time.

Providing specific information to the Landowner in advance of the meeting with the Agent allows the Landowner time to review the offer and the effects of the acquisition on the property, and therefore be better prepared to discuss the acquisition with the Agent. Due to the complexities of the relocation assistance program, negotiations by mail will not be used for parcels on which owner-occupied structures are located. In addition, the negotiations by mail will not be used on parcels involving complex issues as determined by the R/W Manager.

B. Offer Accepted or Countered

1) Initial Offer Accepted

Once the initial offer is accepted, the Agent will prepare a negotiation package ("Negotiation Package") and submit it to the R/W Manager. The Negotiation Package will include the following:

- The form of any proposed titles to real estate, easements, releases for encumbrances, or any other interest in real estate that may be required
- Signed form verifying social security or tax identification number of Landowner(s)
- R/W exhibit(s)
- Request for payment form
- Acceptance of Offer form signed by the Landowner and any Lienholder (*See* Attachment 1)

The Agent may have the transfer documents, permissions, and/or releases signed by the Landowner if the property is being granted "gratis". Copies of the signed documents will be submitted to the R/W Manager. The R/W Manager will record the signed documents with the appropriate Register of Deeds, and will retain such documents for transfer to SCDOT at a later date.

2) Counteroffer

On the majority of acquisitions, the initial offer is countered by the Landowner. The Agent will consider the Landowner's counteroffer. The Agent will discuss the counteroffer with the R/W Manager prior to the Agent making a best effort to negotiate a settlement with the Landowner. If necessary and in the best interest of the County, the Agent and the R/W Manager will discuss whether or not to increase the offer in order to reach an "Administrative Settlement" with the Landowner. In support of a proposed Administrative Settlement, the Landowner must provide a legitimate reason and/or documentation for the increase in the offer amount.

The Administrative Settlement process is monitored by SCDOT, and SCDOT must approve the negotiated amount above the initial offer. The Administrative Settlement authority is subject to the authority amounts established by the Richland County Council.

Following settlement with the Landowner, the R/W Manager will prepare documentation for the file noting the Administrative Settlement. The R/W manager, SCDOT designee, and County Director of Transportation or other appropriate County representative must sign the documentation.

Once the counteroffer has been accepted by the Landowner, the Agent will submit a Negotiation Package to the R/W Manager.

V. FINALIZE NEGOTIATIONS

Finalizing negotiations is a two-step process. The first step is requesting issuance of a check in payment of the compensation due to the Landowner, and the second step is the transfer of title from the Landowner to the County concurrently with delivery of the check to the Landowner.

A. Payment Process

The R/W Manager will forward the Negotiation Package to the County Director of Transportation or other appropriate County representative requesting issuance of the required check made payable to the Landowner. Typically several payment forms will be bundled into one request and submitted bi-monthly to the County designee for processing.

B. Transfer of Title

At closing of the transaction for the property interest being acquired, the Agent will obtain execution of documents by the Landowner conveying to the County fee simple title, easement(s), required releases for encumbrances, or other required property interests. Title will be conveyed to the County, free and clear of liens and encumbrances, except permitted encumbrances. Concurrently with the execution of such documents, the Agent will deliver to the Landowner a check in the appropriate amount as compensation for the R/W acquisition. Once the transaction has been closed, the R/W Manager will record documents transferring property interests to the County with the appropriate Register of Deeds. The documents conveying title shall be retained by the R/W Manager for transfer to SCDOT at a later date.

Upon completion of construction of the R/W project by the contractor and acceptance of completion of construction by SCDOT and County, the R/W Manager will convey title to rights-of-way acquired for the project to the SCDOT, as required.

VI. CONDEMNATION/EMINENT DOMAIN

Condemnation actions and the exercise of the state's eminent domain powers are governed by the Constitution of the State of South Carolina, the South Carolina Eminent Domain Procedure Act, and applicable federal laws and regulations. The South Carolina Eminent Domain Procedure Act sets forth the exclusive procedures for the exercise of eminent domain power in this State. S.C. Code Ann. 28-2-20, -60, and -210. To the extent this policy conflicts with this Act, the Act controls.

All possible efforts within the County's scope of work will be made to avoid condemnation actions. Where possible, a minimum of two (2) personal contacts, no less than three (3) overall contacts, and additional contacts as needed will be made with the Landowner in a timely manner in an effort to negotiate the purchase of the necessary right-of-way.

Most condemnations involve the Landowner's disagreement with the just compensation offer. Prior to filing the condemnation action, a senior Agent, the R/W Manager, and/or another designated person will contact the Landowner personally or by letter in an effort to settle the case. The Landowner will be requested to provide a value estimate of the property being acquired, along with any supporting documentation and data, for consideration of additional compensation.

Information provided by the Landowner will be reviewed by the R/W Manager, who may solicit input from the appraiser, review appraiser, negotiator, engineer, or others. If a higher offer is determined to be justified, approval will be requested from SCDOT designated personnel and County Director of Transportation or other appropriate County representative. If a problem may be solved by a change in the plans, the Engineer of Record and R/W Manager will be consulted to determine if there are any engineering solutions that will resolve the issues. Changes that do not significantly compromise any other aspect of the project may be made where possible.

Before condemnation action is initiated on those parcels with title problems,[5] the Agent will make every effort to clear title and avoid condemnation.

Mediation may be considered as an alternate solution to condemnation actions on a case-by-case basis, if time allows. The Director of Transportation or appropriate County representative and appropriate SCDOT personnel must approve the use of the mediation process. The County will be responsible for the costs associated with mediation.

In the event condemnation appears imminent, the R/W Manager will request approval to initiate a condemnation action from SCDOT designated personnel and County Director of Transportation or other appropriate County representative. Both SCDOT and County Director of Transportation or other appropriate County representative must approve initiation of a condemnation action. A list of parcels that appear to require condemnation ("Parcel List") will be provided to SCDOT designated personnel and County Director of Transportation or other appropriate County representative. The Parcel List will include the following for each parcel:

- Project identification or name
- Landowner's contact information, or contact information for Landowner's counsel, if known or designated
- Tax map number
- R/W exhibits

[5] Parcels with "title problems" include, without limitation, property with defective title, clouds on the title, or other issues that may render title unmarketable.

- Offer or counteroffer for the new right-of-way
- Reason for moving forward with the condemnation request

The County Director of Transportation or other appropriate County representative will recommend to SCDOT and County Council whether or not condemnation actions should be initiated on some or all of the properties identified in the Parcel List. SCDOT and County Council must approve all condemnation actions.

Upon approval from SCDOT and County Council to initiate a condemnation action, the R/W Manager will prepare an Acquisition File for each parcel to be condemned. In addition to the information contained in the Parcel List, the Acquisition File will include:

- Copy of the appraisal or cost estimate
- The title opinion
- A legal description of the property being acquired as right of way
- The plan sheets showing the property to be acquired
- The Negotiation Record (see Section 1, Subsection IV)
- Any information regarding Relocation Assistance, if applicable
- The contact information for the Engineer the R/W Manager has designated to work with the attorneys in the preparation and potential trial of the condemnation case

The R/W Manager will review the Acquisition File for verification of details regarding title, appraisal, appraisal review, negotiation, and any other pertinent correspondence. After the review, the R/W Manager will transmit the Acquisition File and other necessary paperwork to the County's designated condemnation attorney. The R/W Manager will also provide the condemnation attorney with a complete set of R/W construction plans for each project where R/W acquisition is occurring by condemnation.

The condemnation attorney may, but is not required to, initiate additional negotiations with the Landowner to settle the matter before filing the Condemnation Notice with the appropriate Clerk of Court and initiating a condemnation action. If the condemnation attorney cannot settle with the Landowner, or unless otherwise instructed by the County Director of Transportation or other appropriate County representative, the condemnation attorney will proceed with filing Notice of Condemnation and initiating a condemnation action. Nothing in this section, limits the ability of the condemnation attorney to attempt to settle the property after commencement of the condemnation action and present proposed settlement terms to SCDOT and the County for consideration and approval.

Upon conclusion of the condemnation action, the condemnation attorney will send the recorded transfer documents conveying title of the R/W acquisition to the County to the Director of Transportation or other appropriate County representative and the R/W Manager, with copies going to the County legal office. The R/W Manager will retain such documents for transfer to SCDOT at a later date.

VII. RIGHT-OF-WAY CERTIFICATION

Before a project can be advertised for construction bids, County must provide SCDOT, and to the Federal Highway Administration ("FHWA"), if applicable, with certification that all necessary rights of way have been acquired for the project. Acquisition may be by signed easement, executed title to real estate, or by filing of notice and tender of payment with the County Clerk of Court.

Should a conditional right-of-way certificate be submitted, a clear certificate shall be issued upon completion of the acquisition and/or relocation as reflected within the conditional certificate and submitted to SCDOT, the County, and FHWA. This procedure is required for right-of-way projects

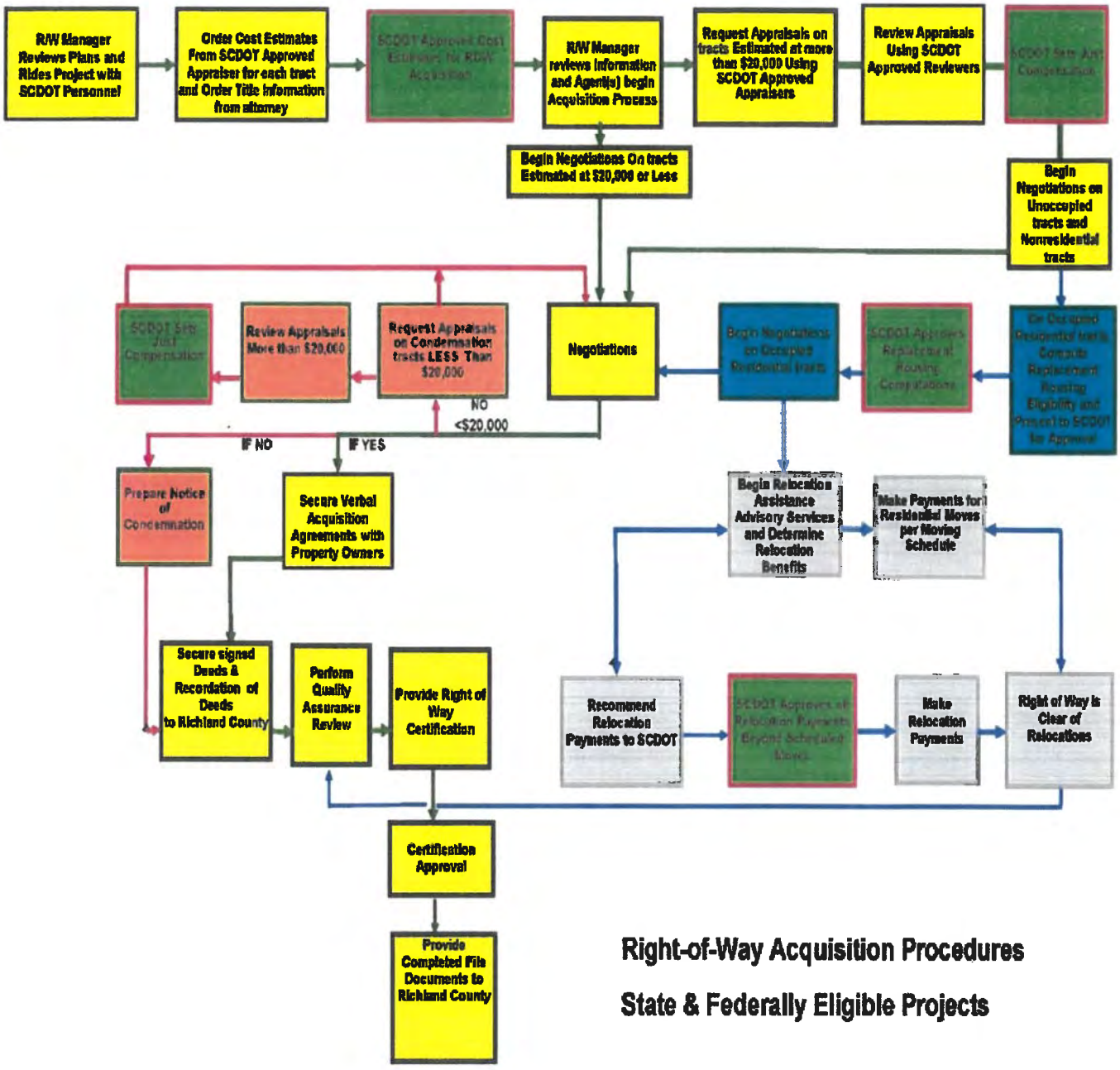
utilizing state and federal funds including projects utilizing present right-of-way, Local Public Agency (LPA) Projects, *etc.*

Prior to providing a right-of-way certification to SCDOT, the R/W Manager will perform quality control/quality assurance (QC/QA) in order to verify that all rights of way have been acquired. Following the QC/QA Process, The R/W Manager will provide SCDOT, the County and, if applicable, to FHWA, a Right-of-Way Certification for the project verifying that all necessary rights-of-way have been acquired and the project is ready for construction.

Right of Way Certification must be approved by SCDOT before a project can be advertised for construction bids.

VIII. RECORDS

During the course of the project, the R/W Manager will maintain files and a comprehensive spreadsheet listing of each parcel secured for a project. At the completion of a project, SCDOT and the County will be provided with a set of files and Final Right-of-Way plans annotated to show the date and manner of acquisition of each parcel. Once a project has been completed, and approval of final inspection by SCDOT and/or the County has been completed, the R/W Manager will prepare a title to real estate listing each parcel of land that was secured for the project originally in the County's name in order to convey the necessary right-of-way back to the SCDOT. Once appropriate signatures have been obtained, the R/W Manager will have the title to real estate and R/W exhibit recorded in the Richland County Register of Deeds office after which the title to real estate along with a set of the final project plans and comprehensive spreadsheet will be delivered to the SCDOT. County will retain records of R/W acquisitions as appropriate.


R/W Manager Reviews Plans and Rides Project with SCDOT Personnel
Order Cost Estimates From SCDOT Approved Appraiser for each tract and Order Title Information from attorney
SCDOT Approved Cost Estimate for R/W Acquisition
R/W Manager reviews information and Agent(s) begin Acquisition Process
Request Appraisals on tracts Estimated at more than $20,000 Using SCDOT Approved Appraisers
Review Appraisals Using SCDOT Approved Reviewers
SCDOT Sets Just Compensation
Begin Negotiations On tracts Estimated at $20,000 or Less
Begin Negotiations on Unoccupied tracts and Nonresidential tracts
SCDOT Sets Just Compensation
Review Appraisals More than $20,000
Request Appraisals on Condemnation tracts LESS Than $20,000
Negotiations
Begin Negotiations on Occupied Residential tracts
SCDOT Approves Replacement Housing Computations
On Occupied Residential tracts Compute Replacement Housing Eligibility and Present to SCDOT for Approval
NO
<$20,000
IF NO
IF YES
Prepare Notice of Condemnation
Secure Verbal Acquisition Agreements with Property Owners
Begin Relocation Assistance Advisory Services and Determine Relocation Benefits
Make Payments for Residential Moves per Moving Schedule
Secure signed Deeds & Recordation of Deeds to Richland County
Perform Quality Assurance Review
Provide Right of Way Certification
Recommend Relocation Payments to SCDOT
SCDOT Approves of Relocation Payments Beyond Scheduled Limits
Make Relocation Payments
Right of Way is Clear of Relocations
Certification Approval
Provide Completed File Documents to Richland County
Right-of-Way Acquisition Procedures
State & Federally Eligible Projects

SECTION 2: RICHLAND COUNTY PROJECTS

This section covers all projects owned by Richland County ("County") and for which funds from SCDOT or FHWA will not be utilized. This section covers activities including from receipt of the signed Final Right-of-Way Plans and Notice to Proceed for the acquisition process to securing and certifying right-of-way for County-owned and County managed projects.

During the development of a greenway[6] project, the Engineer of Record, R/W Manager, and County Director of Transportation or other appropriate County representative will meet with the Landowner to determine the potential alignment of the greenway on their property. These discussions may be ongoing until the project is ready for construction. The right-of-way documentation for a greenway project will follow the procedures in this section.

These procedures will be used by the R/W Manager in the acquisition of rights-of-way by the County. The procedures follow the South Carolina Eminent Domain Procedures Act. The R/W Manager will use County standard forms and documents to the extent practicable.

I. PREPARATION FOR ACQUISITION PROCEDURES

A. Right-of-Way Plan Review

The Right-of-Way Manager ("R/W Manager") and County Director of Transportation or other appropriate County representative will physically visit and analyze the project to determine the following:

(1) Relocation of Landowners Displaced by the Project

(2) Acquisition/Negotiation

(3) Appraisal standard

The review and analysis will include a thorough discussion on the various aspects and implications of the selected route on Right-of-Way ("R/W") acquisitions, including, but not limited to any damages or diminution in value to the property remainder, costs to cure damages, benefits to the property, specialty appraisal requirements (signs, fixtures, equipment, *etc.*), if applicable.

After the review has been concluded, a meeting will be held with the Engineer of Record to present any recommended changes to the plans that would aid in the R/W acquisition process, yet not significantly compromise any other aspect of the project. Upon receipt of the final right-of-way plans, the R/W Manager will provide a final review to determine permission only parcels, acquisition parcels with and without permissions, and relocation parcels (if applicable).

R/W parcels will be acquired in fee simple except where County may direct the acquisition of a R/W easement, in lieu of fee simple title, with respect to any portion of the R/W.

[6] A "greenway" is generally a multi-use pathway for non-motorized transportation along natural and manmade linear spaces such as rail and highway rights-of-way, river corridors, waterfront spaces, parklands, or city streets.

B. Agent Assignments

The R/W Manager will assign parcels to Agents based on experience and parcel complexity. Agents will familiarize themselves with the plans and will draft preliminary Landowner contact letters. The Agent will not deliver the contact letter or otherwise communicate with the Landowner until receipt of the title opinion.

C. Request Title Opinions

Final R/W plans will be sent by the R/W Manager to the title attorney. The title attorney will examine title as directed by the R/W Manager. The R/W Manager's directions will be based on parcel complexity, subject to the minimum requirements set forth in Section 2, Subsection II (Title Investigations/Opinions) of this Policy.

D. R/W Exhibit

The R/W exhibit(s) is prepared for each parcel and follows the criteria established by SCDOT in the *Instructional Guide for Rights of Way Exhibits*. The exhibit is presented on 8.5" x 14" legal size paper and contains the following, but not limited to:

- Horizontal alignment
- Property Lines
- Present R/W
- New R/W
- Area of obtain highlighted
- Parcel (Tract) No.
- New roadway design
- Existing roadway topography

The exhibit will be finalized, based on the Agent's negotiations, and submitted to the R/W Manager and Agent for inclusion into the final R/W package.

II. TITLE INVESTIGATIONS/OPINIONS

The title attorney will provide a 40 year title investigation in order to establish property ownership prior to contacting any Landowners, as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12). The title search will conform to stated requirements and will consist of a thorough search of the tax assessor's records, deed records, Probate records, and other pertinent sources in order to determine the current ownership of each parcel. The title opinion will include, but not be limited to:

- Current Landowner
- Property tax information
- Mortgage(s) of record
- Miscellaneous liens (state, federal, *etc.*)
- Landowner deed(s) and plat(s)
- Easements of record

The title opinion will list all Landowners. Title opinions are effective for a period of 90 days. Should title opinions exceed 90 days prior to the actual acquisition, conclusion or condemnation of a parcel, the title attorney, at the request of the R/W Manager, will provide an updated title opinion. The updated title opinion, also effective for a period of 90 days, will include any new information regarding mortgage(s) of record and miscellaneous liens.

Upon receipt of the title opinion, the R/W Manager will review the title opinion, and if clarification is needed on any items, the R/W Manager will discuss these items with the title attorney. The title attorney will provide a revised title opinion as needed.

Prior to filing a condemnation notice with the Court, outside counsel has the discretion to update the title opinion as needed.

III. PRELIMINARY CONTACT WITH LANDOWNER

Agents will begin contacting Landowners as soon as possible after receipt of the title opinion from the R/W Manager. Agents will initiate the negotiation process by mailing a preliminary contact letter to the Landowner. This will allow the Landowner to schedule a meeting with the Agent at the Landowner's convenience. The Agent will include the following with the letter:

- Brief R/W project description
- Copy of the R/W plan sheets, highlighting the proposed acquisition on the Landowner's property
- Agent contact information

During the preliminary contact, the Agent will meet with the Landowner onsite, when reasonably possible, to discuss:

- Title information
- Property lines
- Proposed improvements
- R/W acquisition
- R/W appraisal process, if utilized
- Relocation process and assistance, if applicable

If permissions are required for the parcel, the Agent will obtain a signed permission form during the preliminary contact. If the Landowner is not willing to grant a specific permission, it may be necessary to convert the permission(s) to R/W.

During the preliminary contact with the Landowner, if it is apparent that the Landowner does not understand how the new R/W acquisition will affect the property, it may be necessary to have the present and new R/W limits staked prior to the Agent meeting with the Landowner again. Under such circumstances, the Agent may recommend R/W staking for the specific parcel to the R/W Manager, and the R/W Manager may coordinate the R/W staking with the surveyor. If the County prefers, the present and new R/W limits for the entire project may be staked prior to the Agents making preliminary contact with Landowners. This may be necessary on controversial projects, or if during the public involvement process, multiple R/W questions are submitted.

IV. NEGOTIATIONS

In the majority of the County's acquisitions, the necessary right-of-way is obtained "gratis"; however, County, at its discretion, may utilize the appraisal process and appraisal review process, as necessary to settle with a Landowner prior to recommending condemnation.

The negotiations with the Landowner will adhere to applicable laws and regulations. As such, the R/W Manager will maintain record of negotiations on a parcel-by-parcel basis. The record will be kept in a permanent form and completed within a reasonable time after each contact with the

property owner. The record shall be signed and dated by the assigned Agent and transmitted to the R/W Manager.

The negotiation record will include:

- Correspondence between the Agent and Landowner
- Correspondence between the R/W Manager, County personnel involved in R/W acquisitions, Engineer of Record, and others
- Title Opinion
- Initial offer and counteroffer(s) (if any) based on approved
- Signed title to real estate or Letter Recommending Condemnation

When permitted by County, "negotiations by mail" may be used on specific parcels where it appears feasible to do so. A packet containing information pertinent to the particular parcel will be mailed to the Landowner by certified mail. The letter will contain the address and phone number of the Agent and will advise the owner that the Agent will answer any questions and/or set up an appointment to discuss matters at a specific time.

Providing specific information to the Landowner in advance of the meeting with the agent allows the Landowner time to review the offer and the effects of the acquisition on the property, and therefore, be better prepared to discuss the acquisition with the Agent.

Due to the complexities of the relocation assistance program, negotiations by mail will not be used for parcels on which owner-occupied structures are located. In addition, the negotiations by mail will not be used on other parcels involving complex issues as determined by the R/W Manager.

When an appraisal is requested, at Richland County's discretion or if the County designee is recommending an appraisal prior to condemnation, Agents, following the preliminary contact with the Landowner, will:

A. Make Offer

The majority of offers will usually be made and negotiated in person between the Agent and Landowner. The following describes the process:

All offers will be made subject to the approval authority established by County Council. County Council may revise, alter, or amend this approval authority from time-to-time at its sole discretion.

The County Director of Transportation or other appropriate County representative will review proposed settlements. If necessary, due to the established approval authority, the County Director of Transportation or other appropriate County representative must seek and secure additional approval to settle the matter.

Offer Process:

1) Appraisals
In the event an appraisal is necessary, the R/W Manager will request an appraiser from the Director of Transportation or other appropriate County representative to perform a specific appraisal. The appraiser should be selected from the County's approved list of appraisers. Each appraisal will comply with the requirements of Richland County's policies and procedures and Uniform Standards of Professional Appraisal Practices ("USPAP"). The

County may use an outside appraiser if the appraiser is listed on the County's approved list of appraisers.

2) Review Appraisals, if utilized
If the appropriate review is performed, it will comply with the requirements of the County's policies and procedures and USPAP.

The reviewer will check each appraisal for compliance with applicable County and USPAP requirements and appropriate items of compensation and will verify the appraisal does not contain arbitrary or speculative adjustments. The accuracy of mathematics, reasoning and logic, and overall support for the value conclusion will be reviewed thoroughly. The reviewer will provide the R/W Manager and County designated personnel a Review Appraisal Report, and Appraisal Review Summary, and a recommended just compensation offer for the property to be acquired. The documents will comply with applicable regulations.

Upon acceptance of the appraisal, the appropriate County authority will set just compensation.

For purposes of quality assurance, the R/W Manager may review the appraisals, appraisal reviews, and other information provided by the appraiser and reviewer on a random basis.

B. Offer Accepted or Countered

1) Initial Offer Accepted

Once an initial offer is accepted, the Agent will prepare a negotiation package ("Negotiation Package") and submit it to the R/W Manager. The Negotiation Package will include the following:

- The form of any proposed titles to real estate, easements, releases for encumbrances, or any other interest in real estate that may be required
- Signed form verifying social security or tax identification number of Landowner(s)
- R/W exhibit(s)
- Request for payment form
- Acceptance of Offer form signed by the Landowner and any Lienholders (see Attachment 1)

The Agent may have the transfer documents, permissions, and/or releases signed by the Landowner if the property is being granted "gratis." Copies of the signed documents will be submitted to the R/W Manager. The R/W Manager will record the signed documents with the appropriate Register of Deeds, and will retain such documents for transfer to another entity, if required, at a later date. For example, greenway property may be transferred to an entity which has accepted the permanent maintenance obligation for that property.

2) Offer Countered

If the initial offer is countered by the Landowner, the Agent will listen to the Landowner's counteroffer. The counteroffer will be discussed with the R/W Manager and the County Director of Transportation or other appropriate County representative prior to the Agent making a best effort to negotiate a settlement with the Landowner. If necessary and in the best interest of the County, the Agent and the R/W Manager will discuss whether or not to increase the offer in order to reach a settlement with the Landowner. The Landowner must provide a legitimate reason and/or documentation for the increase in the offer amount.

Following settlement with the Landowner, the R/W Manager will prepare documentation for the file noting the revised offer. The documentation must be signed by the R/W Manager and County Director of Transportation or other appropriate County representative.

Once the counteroffer has been accepted with the Landowner, the Agent will submit a Negotiation Package to the R/W Manager.

V. FINALIZE NEGOTIATIONS

Generally, the County will only acquire rights-of-way "gratis" from the Landowner. However, if the County agrees to compensate the Landowner for the new R/W, then County will follow both processes listed below:

A. Payment Process, if required for requested appraised properties

The R/W Manager will forward the final Negotiation Package, as set forth in Section 2, Subsection IV.B (Offer Accepted or Countered) to the County Director of Transportation or other appropriate County representative requesting payment to the Landowner.

Upon parcel settlement approval, the R/W Manager will submit the finalized request to the County Director of Transportation or other appropriate County representative for payment. Typically several payment forms will be bundled into one request and submitted bi-monthly to the County designee for processing.

B. Transfer of Title

The Agent will obtain execution of documents conveying title to the County. The Agent will deliver to the Landowner a check in the appropriate amount as compensation for the R/W acquisition. The R/W Manager will record such documents with the appropriate Register of Deeds, and deliver executed and copies of recorded documents to the County legal office. Title will be conveyed to the County, free and clear of liens and encumbrances, except permitted encumbrances. Upon completion of construction of the R/W project by the contractor and acceptance of completion of construction by County Council, the R/W Manager will convey title of rights-of-way from the County to another entity, if required.

VI. CONDEMNATION/EMINENT DOMAIN

Condemnation actions and the exercise of the state's eminent domain powers are governed by the Constitution of the State of South Carolina, the South Carolina Eminent Domain Procedure Act, and applicable federal laws and regulations. The South Carolina Eminent Domain Procedure Act sets forth the exclusive procedures for the exercise of eminent domain power in this State. S.C. Code Ann. §§ 28-2-20, -60, and -210. To the extent this policy conflicts with this Act, the Act controls.

All possible effort within the County's scope of work will be made to avoid condemnation. Where possible, a minimum of two (2) personal contacts, no less than three (3) overall contacts, and additional contacts as needed will be made with the Landowner in a timely manner in an effort to negotiate the acquisition of the necessary right-of-way.

If a problem may be solved by a change in the plans, the Engineer of Record and Right-of-Way Manager will be consulted to determine if there are any engineering solutions that will resolve the

issues. Changes that do not significantly compromise any other aspect of the project may be made where possible.

Before condemnation is initiated on those parcels with title problems, the Agent will make every effort to clear title and avoid condemnation.

Mediation may be considered as an alternate solution to condemnation actions on a case-by-case basis, if time allows. The Director of Transportation or other appropriate County representative must approve the use of the mediation process. The County will be responsible for the costs associated with mediation.

In the event condemnation appears imminent, the R/W Manager will request approval to initiate a condemnation action from the County's Representative, Director of Transportation or other appropriate County representative, or Deputy Director of Transportation or other appropriate County representative, as necessary. A list will be provided for County Council's approval identifying parcels for condemnation ("Parcel List"). The following information will be provided for each parcel on the Parcel List:

- Project identification or name
- Parcel number
- Landowner's contact information, or contact information for Landowner's counsel, if known or designated
- Tax map number
- R/W exhibits
- Offer or counteroffer for the new right-of-way
- Amount of the right-of-way needed for the project
- Reason for moving forward with the condemnation request

Upon County Council's approval to initiate a condemnation action, the R/W Manager will prepare an "Acquisition File" for each parcel to be condemned. In addition to the information contained in the Parcel List, the Acquisition File will include:

- Copy of the appraisal or cost estimate
- The title opinion
- A legal description of the property being acquired as right of way
- The plan sheets showing the property to be acquired
- The Negotiation Record (see Section 2, Subsection IV)
- Any information regarding Relocation Assistance, if applicable
- The contact information for the Engineer the R/W Manager has designated to work with the attorneys in the preparation and potential trial of the condemnation case

The R/W Manager will review the Acquisition File for verification of details regarding title, appraisal, appraisal review, negotiation, and any other pertinent correspondence. After the review, the R/W Manager will transmit the Acquisition File and other necessary paperwork to the County's designated condemnation attorney. The R/W Manager will also provide the condemnation attorney with a complete set of R/W construction plans for each project where R/W acquisition is occurring by condemnation.

The condemnation attorney may, but is not required to, initiate additional negotiations with the Landowner to settle the matter before filing the Condemnation Notice with the appropriate Clerk of Court and initiating a condemnation action.

If the condemnation attorney cannot settle with the Landowner, or unless otherwise instructed by the County Director of Transportation or other appropriate County representative, the condemnation attorney will proceed with filing Notice of Condemnation and initiating a condemnation action. Nothing in this section limits the ability of the condemnation attorney to attempt to settle the property after commencement of the condemnation action and present proposed settlement terms to the County for consideration and approval.

Upon conclusion of the condemnation action, the condemnation attorney will send the recorded transfer documents conveying title of the R/W acquisition to the County to the Director of Transportation or other appropriate County representative and the R/W Manager, with copies going to the County legal office. The R/W Manager will retain such documents for transfer to another entity, if required, at later date.

VII. RIGHT-OF-WAY CERTIFICATION

Before a construction project can be advertised for construction bids, the R/W Manager must provide the County Director of Transportation or other appropriate County representative with certification that all rights-of-way have been acquired for the project. Acquisition may be by signed easement, signed permission, executed title to property, or by filing of Condemnation Notice and tender of payment with the County Clerk of Court.

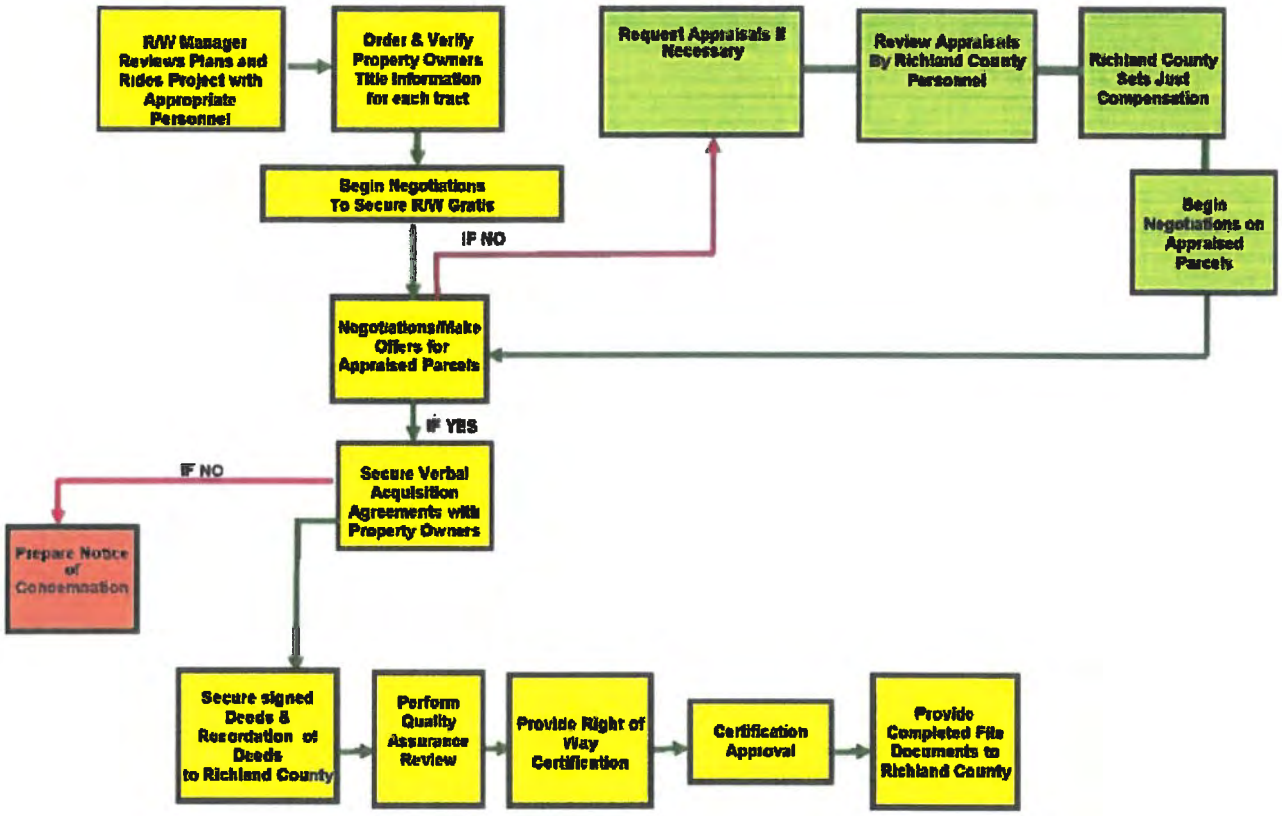
Prior to providing a R/W certification, the R/W Manger will perform quality control/quality assurance (QC/QA) in order to verify that all rights of way have been acquired.

Following the QC/QA process, the R/W Manager will provide the County a R/W Certification on the project prior to advertising the project for construction. The County must approve the certification before the project may be advertised for construction bids.

VIII. RECORDS

During the course of the project, the R/W Manager will maintain files and a comprehensive spreadsheet listing of each parcel secured for a project. At the completion of a project, the County will be provided with a set of files and Final R/W plans annotated to show the date and manner of acquisition of each parcel.

If after completion of the project the easements or titles to properties acquired for a project are to be transferred to an entity other than Richland County, the R/W Manager will prepare the necessary transfer documents and obtain the required signatures. After the appropriate signatures have been obtained, the R/W Manager will have the title to real estate and R/W exhibit recorded in the Richland County Register of Deeds office after which the title to real estate, along with a set of the project plans, will be delivered to the appropriate entity. County will retain records of R/W acquisitions as appropriate.



Right-of-Way Acquisition Procedures

Richland County Projects

Richland County's Offer for Right of Way Acquisition And Acceptance by Landowner

Parcel Number _____
Tax Map Number _____
Project Identification _____

Name and Address of Landowner(s) _____
_____
_____

Landowner understands that Richland County wants to acquire Landowner's interests in real estate for public use in the project identified above. The Real Estate Interest Richland County wants to acquire is _____
_____
_____
_____

[*description of interest: fee simple title, easement, release of encumbrance*]

on _____ acres/square feet of property located at: _____
_____
[*address or other description*] as shown on attached Exhibit A.

Richland County has offered and Landowner agrees to accept $_____ as full payment and just compensation for the transfer of Landowner's Real Estate Interest. *As part of this offer, Richland County also promises to do the following:*

_____
_____
_____
_____

(Include only if offer is subject to special conditions, and if so, describe same, such as "restoration of walkway, or "construction of fence", etc.)

If more than one person or organization owns this Real Estate Interest, Landowner agrees that payment will be divided among us as follows:

To:	_____	$_____
	_____	$_____
	_____	$_____
	TOTAL	$_____

Landowner understands that by signing this Acceptance, Landowner is agreeing to sign any documents necessary to transfer Landowner's Real Estate Interest to Richland County. Landowner is also agreeing to provide Richland County with all Social Security or federal/state tax identification numbers of any person or entity which is to receive payment. Landowner understands that this agreement is legally binding and that if Landowner refuses to sign documents or provide information voluntarily, Landowner's agreements can be specifically enforced by a court.

If this Offer and Acceptance is signed on behalf of a Landowner which is a company or organization, the signer confirms that he/she has the power and ability to enter into this Agreement on behalf of the company or organization.

The Landowner(s) and Richland County need not all sign on the same copy of this Offer and Acceptance, but can sign identical copies, all of which shall be considered together as a single agreement as if all the signatures were on the same copy.

Offered by Richland County:	**Accepted by Landowners:**
_____	_____
Name/Title	Name/Title
_____	_____
Date	Date
	_____
	Name/Title
	_____
	Date
	_____
	Name/Title
	_____
	Date

If the Real Estate Interest to be acquired by Richland County is subject to any lien, Lienholder accepts the offer and payment distribution and agrees to release such lien(s) at the time of transfer of title.

Lienholder(s): _____ Date:_____

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

Transportation Agenda Briefing

Prepared by:	Michael Maloney, PE	**Title**:	Director
Department:	Transportation	**Division:**	
Date Prepared:	August 25, 2026	**Meeting Date:**	September 15, 2026
Legal Review	Patrick Wright via email	**Date:**	September 15, 2026
Budget Review	Brittany Hammond via email	**Date:**	September 3, 2026
Finance Review	Stacey Hamm via email	**Date:**	September 3, 2026
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Right-of-Way Transfer- Polo Road (S-2214, S-2919) Sidewalk & Shared Use Paths		

RECOMMENDED/REQUESTED ACTION:

Staff recommends authorizing the approving the right-of-way transfer of 6.26 acres of Polo Road (S-2214, S-2919), South Carolina, TMS # R19810-01-03, TMS # R19810-01-07, and TMS # R19810-01-02, TMS#R19810-01-08, TMS # R19811-01-02, TMS # R19815-01-01 and TMS # R19900-01-03 to the South Carolina Department of Transportation and the Grant of Deed for Sidewalk improvements.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	☐	Yes	☒	No
If not, is a budget amendment necessary?	☐	Yes	☒	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are no anticipated budgetary matters to consider.

Applicable fund, cost center, and spend category: Not applicable

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

There are no comments from Procurement.

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

There are no legal concerns regarding this issue.

REGULATORY COMPLIANCE:

Richland County and South Carolina Department of Transportation (SCDOT) Intergovernmental Agreement

TRANSPORTATION PROJECT IMPACT:

Project Referendum:	2012 Transportation Penny		
Project Name:	Polo Road Sidewalk & Shared Use Paths		
From:	Alpine Road	To:	Mallet Hill Road
Project Category:	Sidewalk		
Project Services:	Not applicable		
Project Type (2024 Referendum Only)	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	$0
Requested Amount:	$0
Remaining Project Budget:	$0

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

According to the Richland County Right-of-Way policy, once a project has been completed, the Richland County Department of Transportation prepares a Title of Real Estate, listing each parcel of land secured for the project originally in Richland County's name to convey the necessary right-of-way back to the South Carolina Department of Transportation.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for growth through inclusive and equitable infrastructure

Objective: Establish plans and success metrics that allow for smart growth

Initiative: Develop Capital Plan of prioritized projects

SUMMATIVE OVERALL COUNTY IMPACT:

- The project is listed for funding and completion on the 2012 referendum.
- The right-of-way purchased by the Penny must be transferred to SCDOT.
- SCDOT maintains the roadway and will control the transferred land.
- The right-of-way policy lists the transaction as a final step.
- The action officially closes the project.

ATTACHMENTS:

1. State of South Carolina County Council for Richland County Ordinance
2. Title of Real Estate
3. Property Description- Exhibit A
4. Richland County and SCDOT Intergovernmental Agreement and Richland County Right-of-Way Policy -Exhibit B

STATE OF SOUTH CAROLINA

COUNTY COUNCIL FOR RICHLAND COUNTY

ORDINANCE NO._____-26HR

AN ORDINANCE AUTHORIZING THE TRANSFER OF 6.26 ACRES OF S-2214, S-2919 (Polo Road Sidewalk and Shared- Use Paths), SOUTH CAROLINA, COUNTY TMS # R19810-01-03, TMS # R19810-01-07, TMS # R19810-01-02, TMS # R19810-01-08, TMS # R19811-01-02, TMS # R19815-01-01, TMS # R19900-01-03 TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND THE EXECUTION OF APPROPRIATE CONVEYANCING INSTRUMENTS FOR THE RIGTH-OF-WAY TRANSFER FOR ROAD SIDEWALK & SHARED-USE PATHS IMPROVEMENTS.

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

SECTION I. For and in consideration of the sum of zero and no/100 Dollars ($0.00), Richland County Council hereby authorizes the transfer of and the grant of a deed of 6.26 acres of real property known as S-2214, S-2919 (Polo Road Sidewalk & Shared-Use Paths), Columbia, South Carolina, to South Carolina Department of Transportation; said property is also described as a portion of TMS # R19810-01-03, a portion of TMS # R19810-01-07, a portion of TMS # R19810-01-02, a portion of TMS # R19810-01-08, a portion of TMS # R19811-01-02, a portion of TMS # R19815-01-01, and a portion of TMS # R19900-01-03 and is more specifically described in Exhibit A attached hereto and incorporated herein by reference.

SECTION II. The transfer of said right-of-way, also described in SCDOT Project ID# P029410, is authorized for a sidewalk & shared-use paths improvement on S-2214, S-2919 (Polo Road) pursuant to the Richland County and SCDOT Intergovernmental Agreement dated February 7, 2014 and the Richland County Right-of-Way Policy dated March 17, 2015, both of which are attached hereto as Exhibit B and incorporated herein by reference, all in accordance with the terms and conditions set forth therein.

SECTION III. Richland County Council further authorizes the execution of any supplemental agreements, deed, and any other related conveyancing instruments necessary for the transfer of the subject property(s).

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

SECTION VI. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____

Jesica Mackey, Chair

ATTEST THIS THE_____DAY OF

_____, 2026

_____
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:

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE
Approximate Survey Station

Road/Route	**(S-2214, S-2919) Polo Road Sidewalk & Shared-Use Paths**
Project ID	**P029410**
Project	**RPP No. 180**
Tract	**1, 2, 3, 4, 5,6,7**

10 +25.85 To 100+08.30
S-2214, S2919 (Polo Road)
_____ To _____
_____ To _____
_____ To _____

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **Richland County, 2000 Hampton Street, Columbia, SC 29204** in consideration of the sum of **One and No/100 Dollar ($1.00)** and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property of the Grantor in fee simple absolute on **S-2214, S-2919 (Polo Sidewalk & Shared-Use Paths)** , State and County aforesaid, as shown on plans prepared by Mead & Hunt, and dated **April 13, 2017**.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 272,686 square feet (6.26 acres), more or less, and all improvements thereon, if any, owned by Richland County, shown as the "Area of Acquisition" on Exhibits A, attached hereto and made a part hereof.

DERIVATION: Richland County acquired its interests in the above-described property by the following deeds to the designated tracts:

(1) Deed from Blue Cross & Blue Shield of South Carolina dated July 15, 2002, and recorded July 16, 2002, in the Office of the Register of Deeds for Richland County in Book 684, at Page 1789, as shown now or formerly, of Tax Map No. R19810-01-03.

(2) Deed from Blue Cross & Blue Shield of South Carolina dated July 15, 2002, and recorded July 16, 2002, in the Office of the Register of Deeds for Richland County in Book 684, at Page 1789, as shown now or formerly, of Tax Map No. R19810-01-07.

(3) Deed from Polo Village II, LLC dated February 29, 2015, and recorded February 29, 2015, in the Office of the Register of Deeds for Richland County in Book R2002, at Page 2688, as shown now or formerly, of Tax Map No. R19810-01-02.

(4) Deed from Polo Village II, LLC dated February 29, 2015, and recorded February 29, 2015, in the Office of the Register of Deeds for Richland County in Book R2002, at Page 2688, as shown now or formerly, of Tax Map No. R19810-01-08.

(5) Deed from Richland County School District 2 dated August 15, 2002, and recorded August 21, 2002, in the Office of the Register of Deeds for Richland County in Book R695, at Page 3090, as shown now or formerly, of Tax Map No. R19811-01-02.

(6) Deed from South Carolina Department of Parks, Parks, Recreation and Tourism dated April 23, 1985, and recorded March 30, 2004 in the Office of the Register of Deeds for Richland County in Book R9174, at Page 1326, as shown now or formerly, of Tax Map No. R19815-01-01.

(7) Deed from South Carolina Department of Parks, Parks, Recreation and Tourism dated March 24, 2004, and recorded March 30, 2004 in the Office of the Register of Deeds for Richland County in Book R9174, at Page 1326, as shown now or formerly, of Tax Map No. R19900-01-03.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind myself (or ourselves), and my (or our) successors, to warrant and forever defend all and singular said premises unto said South Carolina Department of Transportation, its successors and assigns, against myself (or ourselves) and our successors in interest and anyone claiming under us, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof."

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said South Carolina Department of Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this **_____ day of _____**, in the year of our Lord, Two Thousand and **_____**.

Signed, sealed and delivered in the presence of: **RICHLAND COUNTY**

_____ _____

1st Witness Grantor (L.S.)

Its:

_____ _____

2nd Witness Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____

by_____, Its _____.

Witness my hand and seal this _____ day of _____, 20_____.

_____

Signature of Notary Public

_____

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____
(Affix seal if outside SC)

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ **By** _____

Recorded _____ **By** _____ **Tract** **1, 2, 3, 4, 5, 6, & 7**

Project **180** **File** Error! Reference source not found.

EXHIBIT A

Property Description

EXHIBIT A

PROPERTY DESCRIPTION

All that certain parcel of land containing 0.06 acre/2,783 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Blue Cross & Blue Shield of South Carolina by deed dated July 15, 2002 and recorded July 16, 2002 in Deed Book 684, Page 1789 in the records for Richland County and shown as now or formerly, of Tax Map Number: R19810-01-03.

TMS R19810-01-03

All that certain parcel of land containing 0.24 acre/10,308 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Blue Cross & Blue Shield of South Carolina by deed dated July 15, 2002 and recorded July 16, 2002 in Deed Book 684, Page 1789 in the records for Richland County and shown as now or formerly, of Tax Map Number: R19810-01-07.

TMS R19810-01-07

All that certain parcel of land containing 0.21 acre/ 9,037 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Polo Village II, LLC by deed dated February 29, 2015 and recorded February 29, 2015 in Deed Book R2002, Page 2688 in the records for Richland County and shown as now or formerly, of Tax Map Number: R19810-01-02.

TMS R19810-01-02

All that certain parcel of land containing 0.06 acre/ 2442 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Polo Village II, LLC by deed dated February 29, 2015 and recorded February 29, 2015 in Deed Book R2002, Page 2688 in the records for Richland County and shown as now or formerly, of Tax Map Number: R19810-01-08.

TMS R19810-01-08

All that certain parcel of land containing 0.75 acre/ 32,717 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Richland County School District 2 dated August 15, 2002 and recorded August 21, 2002 in Deed Book R695, Page 3090 in the records for Richland County and shown as now or formerly, of Tax Map Number: R19811-01-02.

TMS R19811-01-02

All that certain parcel of land containing 0.04 acre/1,769 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from South Carolina Department of Parks, Parks, Recreation and Tourism by deed dated April 23, 1985 and recorded March 30, 2004 in Deed Book R9174, Page 1326 in the records for Richland County and shown as now or formerly, of Tax Map Number: R19815-01-01.

TMS R19815-01-01

All that certain parcel of land containing 4.69 acre/ 204,218 square feet, more or less, and all improvements thereon, if any, owned by RICHLAND COUNTY, South Carolina, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from South Carolina Department of Parks, Parks, Recreation and Tourism dated March 24, 2004 and recorded March 30, 2004 in Deed Book R9174, Page 1326 in the records for Richland County and shown as now or formerly, of Tax Map Number: R19900-01-03.

TMS R19900-01-03

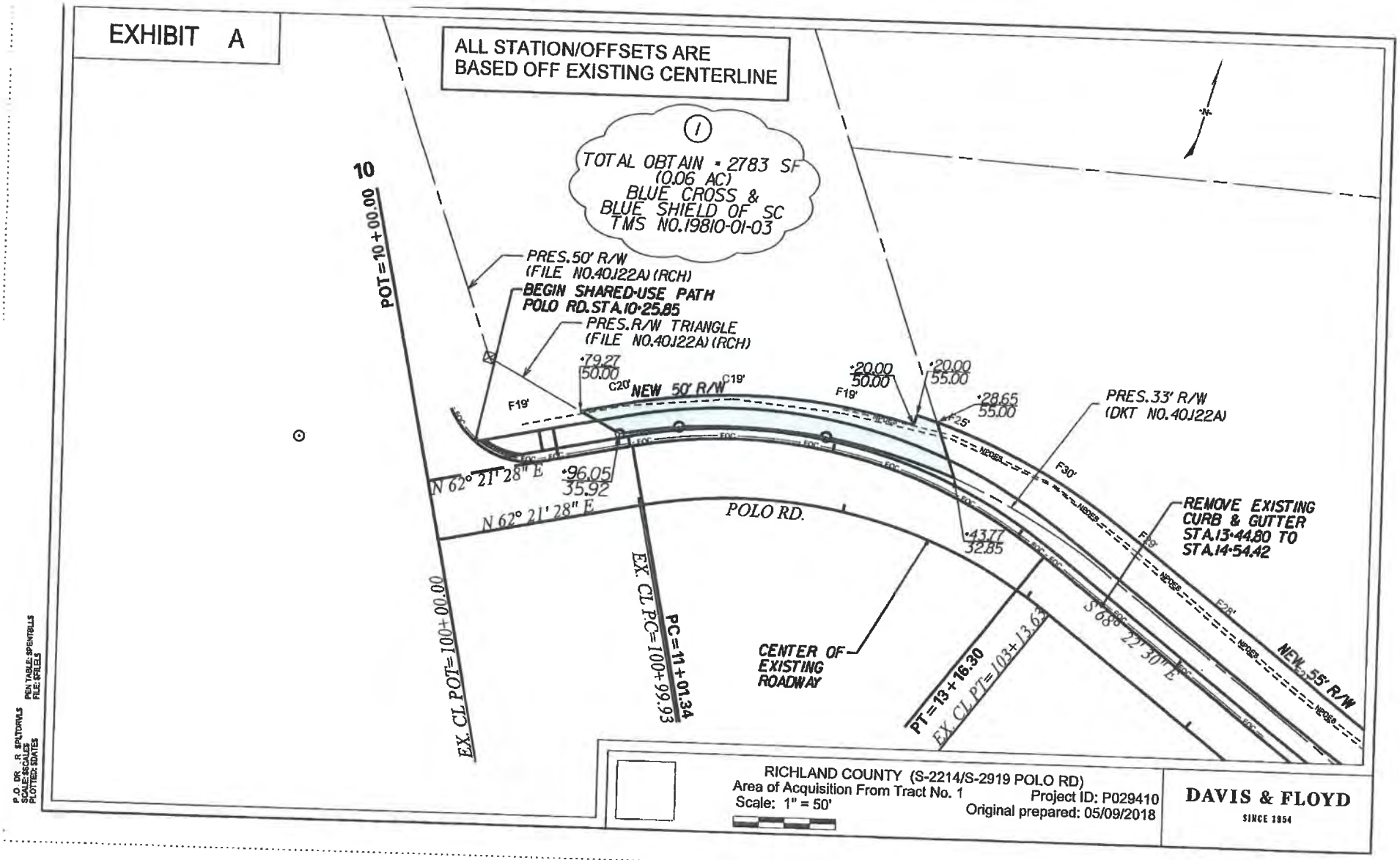


EXHIBIT A
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
1
TOTAL OBTAIN = 2783 SF (0.06 AC)
BLUE CROSS & BLUE SHIELD OF SC
TMS NO.19810-01-03
10
POT=10+00.00
PRES.50' R/W (FILE NO.40J22A) (RCH)
BEGIN SHARED-USE PATH POLO RD.STA.10+25.85
PRES.R/W TRIANGLE (FILE NO.40J22A) (RCH)
79.27
50.00
C20'
NEW 50' R/W
C19'
F19'
20.00
50.00
F19'
20.00
55.00
28.65
55.00
F25'
PRES.33' R/W (DKT NO.40J22A)
F30'
N 62° 21' 28" E
96.05
35.92
N 62° 21' 28" E
POLO RD.
REMOVE EXISTING CURB & GUTTER STA.13+44.80 TO STA.14+54.42
43.77
32.85
F28'
NEW 55' R/W
EX. CL POT=100+00.00
EX. CL PC=100+99.93
PC=11+01.34
CENTER OF EXISTING ROADWAY
PT=13+16.30
EX. CL PT=103+13.63
S 68° 22' 30" E
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 1
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

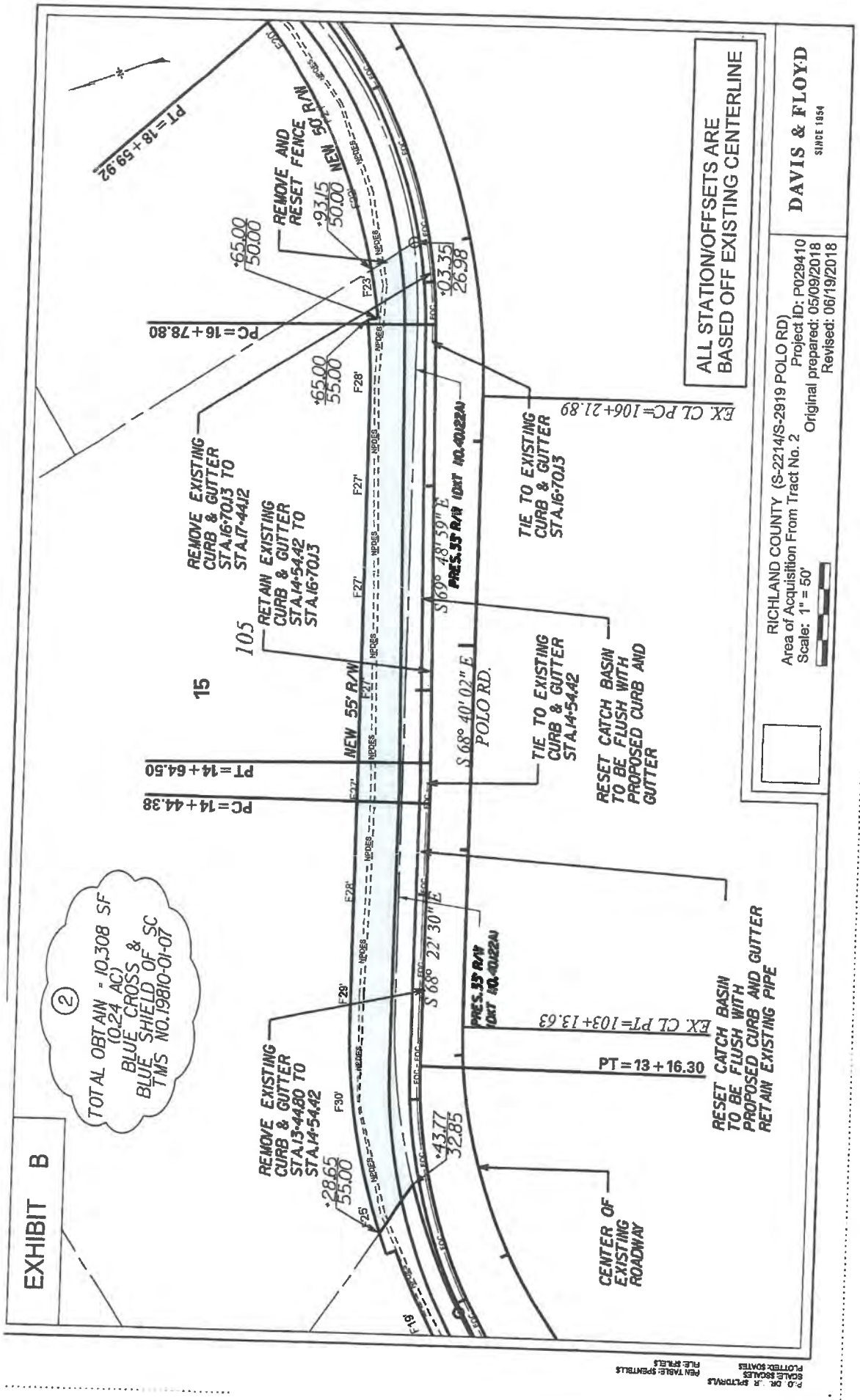


EXHIBIT B
TOTAL OBTAIN = 10,308 SF (0.24 AC) BLUE CROSS & BLUE SHIELD OF SC TMS NO.19810-01-07
2
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
DAVIS & FLOYD
SINCE 1954
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 2
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
Revised: 06/19/2018
PT=18+59.92
REMOVE AND RESET FENCE
NEW 50' R/W
+93.15
50.00
+65.00
50.00
+03.35
26.98
PC=16+78.80
+65.00
55.00
EX. CL PC=106+21.89
REMOVE EXISTING CURB & GUTTER STA.16+70.13 TO STA.17+44.12
RETAIN EXISTING CURB & GUTTER STA.14+54.42 TO STA.16+70.13
TIE TO EXISTING CURB & GUTTER STA.16+70.13
S 69° 48' 59" E
PRES. 33' R/W (DKT NO.40122A)
105
15
NEW 55' R/W
S 68° 40' 02" E
POLO RD.
TIE TO EXISTING CURB & GUTTER STA.14+54.42
RESET CATCH BASIN TO BE FLUSH WITH PROPOSED CURB AND GUTTER
PT=14+64.50
PC=14+44.38
S 68° 22' 30" E
PRES. 33' R/W (DKT NO.40122A)
EX. CL PT=103+13.63
PT=13+16.30
RESET CATCH BASIN TO BE FLUSH WITH PROPOSED CURB AND GUTTER RETAIN EXISTING PIPE
REMOVE EXISTING CURB & GUTTER STA.13+44.80 TO STA.14+54.42
+28.65
55.00
+43.77
32.85
CENTER OF EXISTING ROADWAY

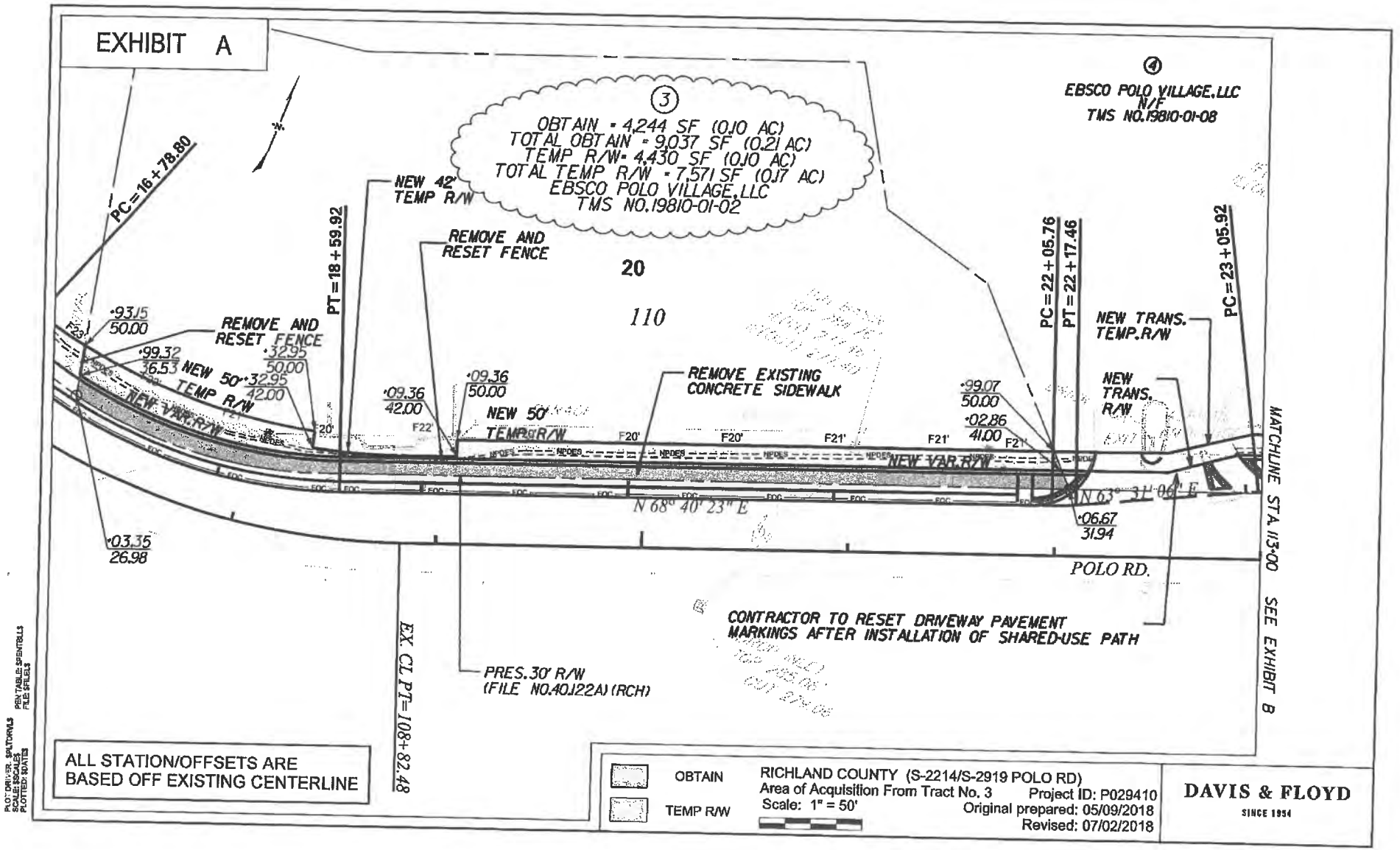


EXHIBIT A
3
OBTAIN = 4,244 SF (0.10 AC)
TOTAL OBTAIN = 9,037 SF (0.21 AC)
TEMP R/W = 4,430 SF (0.10 AC)
TOTAL TEMP R/W = 7,571 SF (0.17 AC)
EBSCO POLO VILLAGE, LLC
TMS NO. 19810-01-02
4
EBSCO POLO VILLAGE, LLC
N/F
TMS NO. 19810-01-08
PC = 16+78.80
PT = 18+59.92
NEW 42' TEMP R/W
REMOVE AND RESET FENCE
20
110
PC = 22+05.76
PT = 22+17.46
PC = 23+05.92
NEW TRANS. TEMP. R/W
NEW TRANS. R/W
REMOVE AND RESET FENCE
NEW 50' TEMP R/W
REMOVE EXISTING CONCRETE SIDEWALK
NEW VAR. R/W
N 68° 40' 23" E
N 63° 31' 06" E
POLO RD.
MATCHLINE STA. 113+00 SEE EXHIBIT B
CONTRACTOR TO RESET DRIVEWAY PAVEMENT MARKINGS AFTER INSTALLATION OF SHARED-USE PATH
EX. CL PT = 108+82.48
PRES. 30' R/W (FILE NO. 40122A) (RCH)
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
OBTAIN
TEMP R/W
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 3
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
Revised: 07/02/2018
DAVIS & FLOYD
SINCE 1954

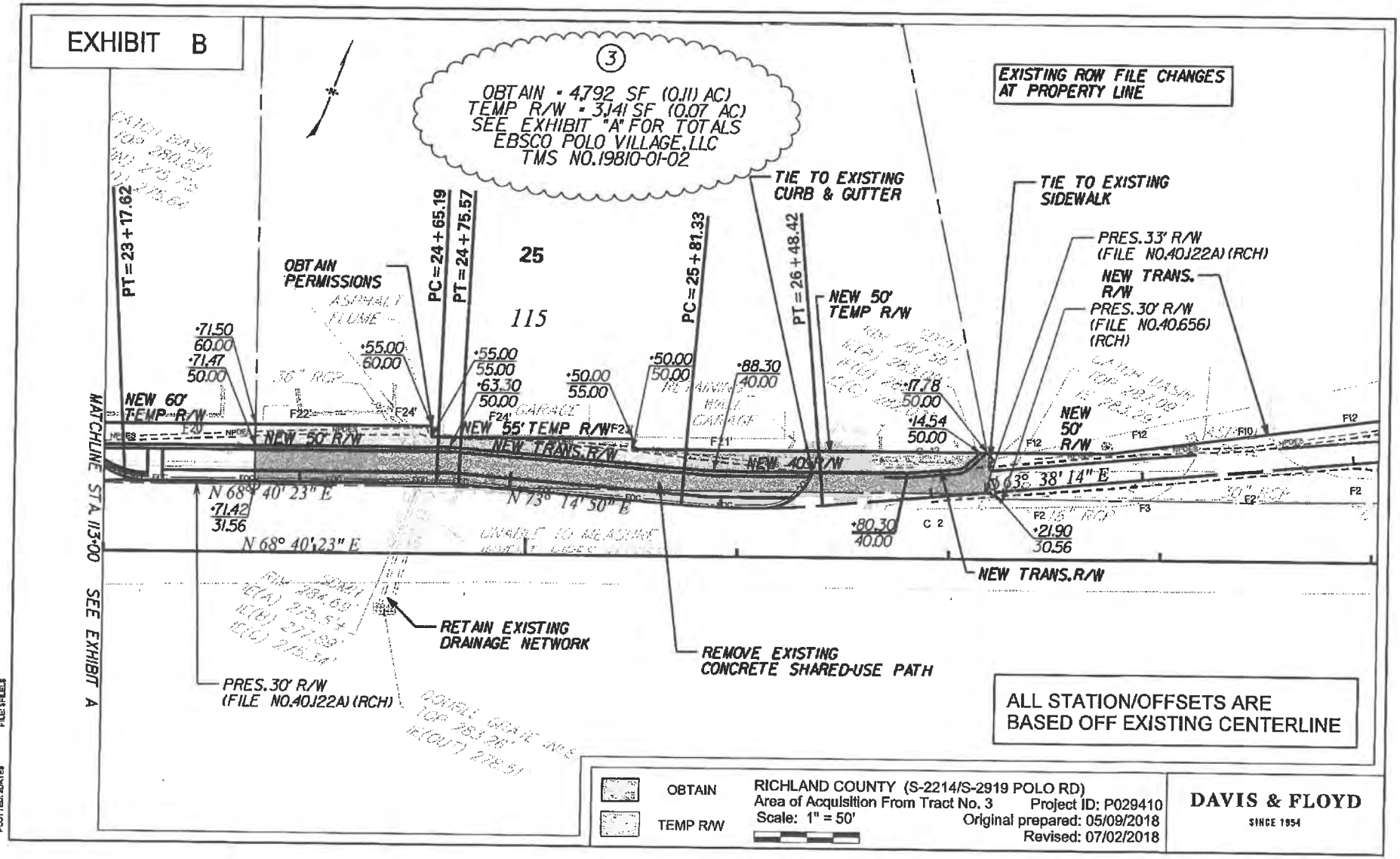


EXHIBIT B
3
OBTAIN = 4,792 SF (0.11 AC)
TEMP R/W = 3,141 SF (0.07 AC)
SEE EXHIBIT "A" FOR TOTALS
EBSCO POLO VILLAGE, LLC
TMS NO. 19810-01-02
EXISTING ROW FILE CHANGES AT PROPERTY LINE
TIE TO EXISTING CURB & GUTTER
TIE TO EXISTING SIDEWALK
PRES. 33' R/W (FILE NO.40J22A) (RCH)
NEW TRANS. R/W
PRES. 30' R/W (FILE NO.40.656) (RCH)
PT = 23 + 17.62
PC = 24 + 65.19
PT = 24 + 75.57
PC = 25 + 81.33
PT = 26 + 48.42
25
115
OBTAIN PERMISSIONS
NEW 60' TEMP R/W
NEW 50' R/W
NEW 55' TEMP R/W
NEW TRANS. R/W
NEW 40' R/W
NEW 50' TEMP R/W
NEW 50' R/W
MATCHLINE STA. 113+00 SEE EXHIBIT A
N 68° 40' 23" E
N 73° 14' 50" E
N 63° 38' 14" E
RETAIN EXISTING DRAINAGE NETWORK
REMOVE EXISTING CONCRETE SHARED-USE PATH
PRES. 30' R/W (FILE NO.40J22A) (RCH)
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
OBTAIN
TEMP R/W
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 3
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
Revised: 07/02/2018
DAVIS & FLOYD
SINCE 1954

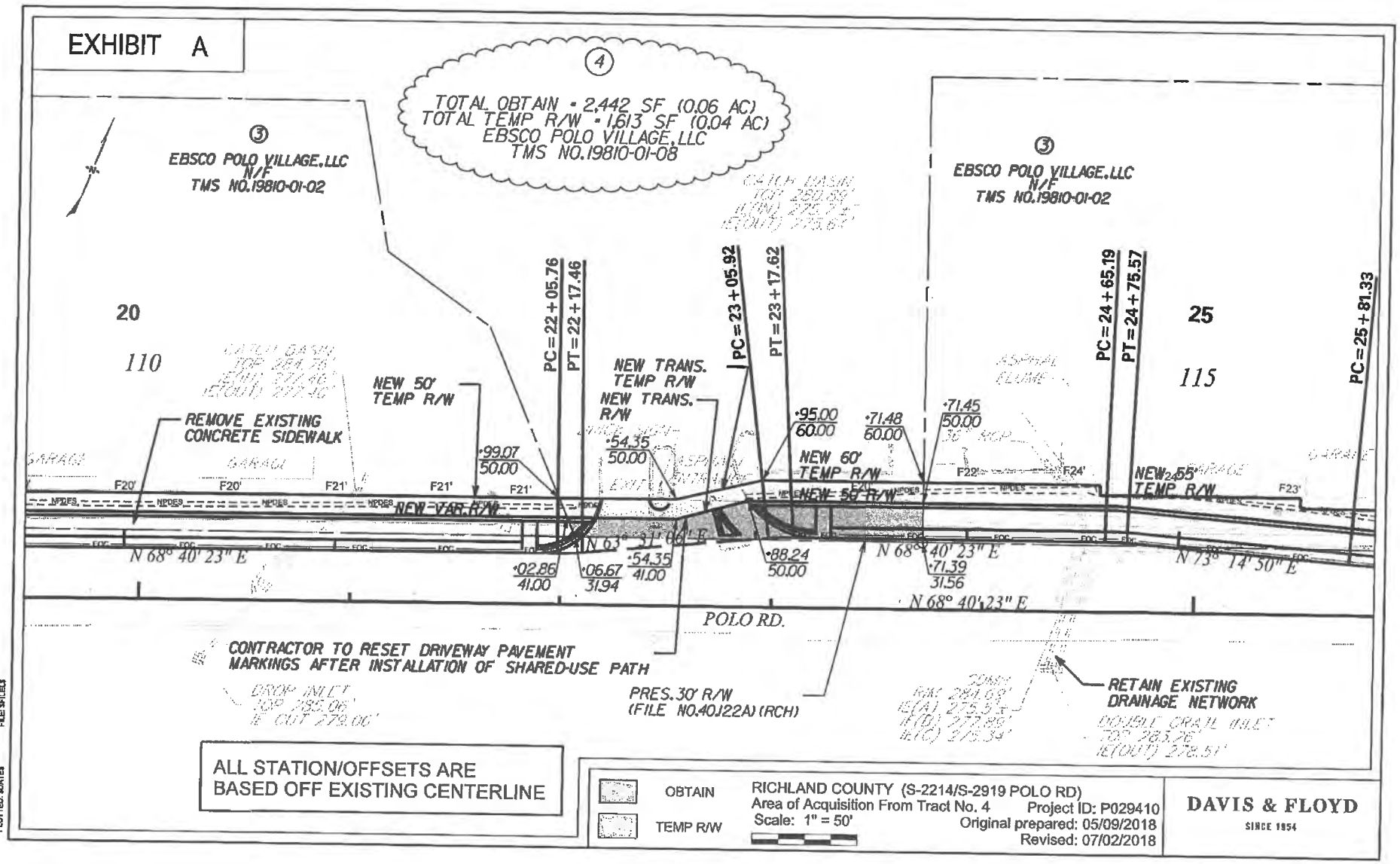


EXHIBIT A
4
TOTAL OBTAIN = 2,442 SF (0.06 AC)
TOTAL TEMP R/W = 1,613 SF (0.04 AC)
EBSCO POLO VILLAGE, LLC
TMS NO. 19810-01-08
3
EBSCO POLO VILLAGE, LLC
N/F
TMS NO. 19810-01-02
3
EBSCO POLO VILLAGE, LLC
N/F
TMS NO. 19810-01-02
20
110
25
115
PC = 22+05.76
PT = 22+17.46
PC = 23+05.92
PT = 23+17.62
PC = 24+65.19
PT = 24+75.57
PC = 25+81.33
NEW 50' TEMP R/W
NEW TRANS. TEMP R/W
NEW TRANS. R/W
NEW 60' TEMP R/W
NEW 55' TEMP R/W
REMOVE EXISTING CONCRETE SIDEWALK
99.07 / 50.00
54.35 / 50.00
95.00 / 60.00
71.48 / 60.00
71.45 / 50.00
02.86 / 41.00
06.67 / 31.94
54.35 / 41.00
88.24 / 50.00
71.39 / 31.56
N 68° 40' 23" E
N 63° 31' 06" E
N 73° 14' 50" E
POLO RD.
CONTRACTOR TO RESET DRIVEWAY PAVEMENT MARKINGS AFTER INSTALLATION OF SHARED-USE PATH
PRES. 30' R/W
(FILE NO. 40122A) (RCH)
RETAIN EXISTING DRAINAGE NETWORK
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
OBTAIN
TEMP R/W
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 4
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
Revised: 07/02/2018
DAVIS & FLOYD
SINCE 1954

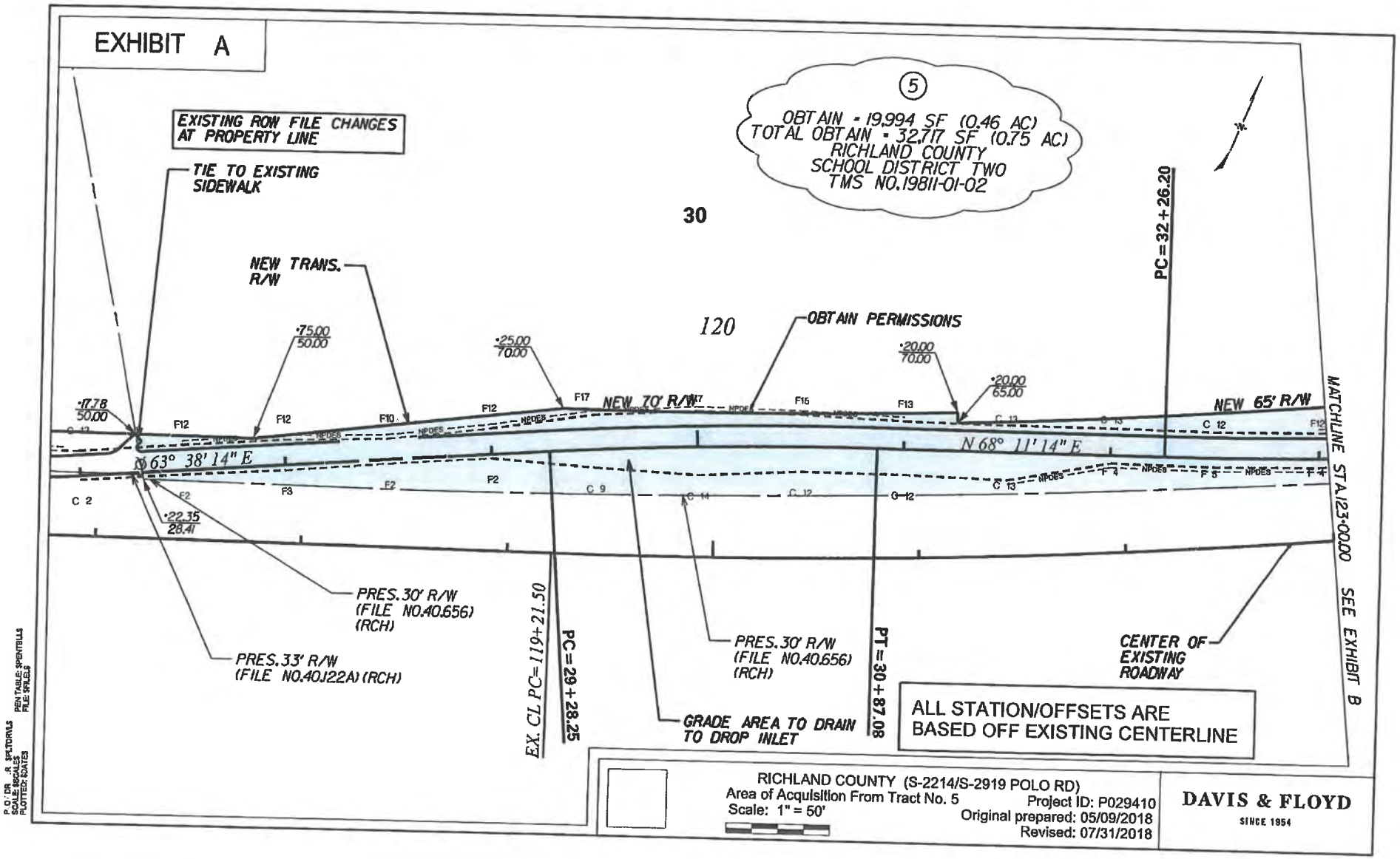


EXHIBIT A
EXISTING ROW FILE CHANGES AT PROPERTY LINE
TIE TO EXISTING SIDEWALK
NEW TRANS. R/W
5
OBTAIN = 19,994 SF (0.46 AC)
TOTAL OBTAIN = 32,717 SF (0.75 AC)
RICHLAND COUNTY
SCHOOL DISTRICT TWO
TMS NO.19811-01-02
30
120
OBTAIN PERMISSIONS
PC = 32+26.20
NEW 70' R/W
NEW 65' R/W
N 63° 38' 14" E
N 68° 11' 14" E
PRES. 30' R/W (FILE NO.40656) (RCH)
PRES. 33' R/W (FILE NO.40J22A) (RCH)
EX. CL PC= 119+21.50
PC = 29+28.25
PRES. 30' R/W (FILE NO.40656) (RCH)
PT = 30+87.08
GRADE AREA TO DRAIN TO DROP INLET
CENTER OF EXISTING ROADWAY
MATCHLINE STA.123+00.00 SEE EXHIBIT B
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 5
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
Revised: 07/31/2018
DAVIS & FLOYD
SINCE 1954

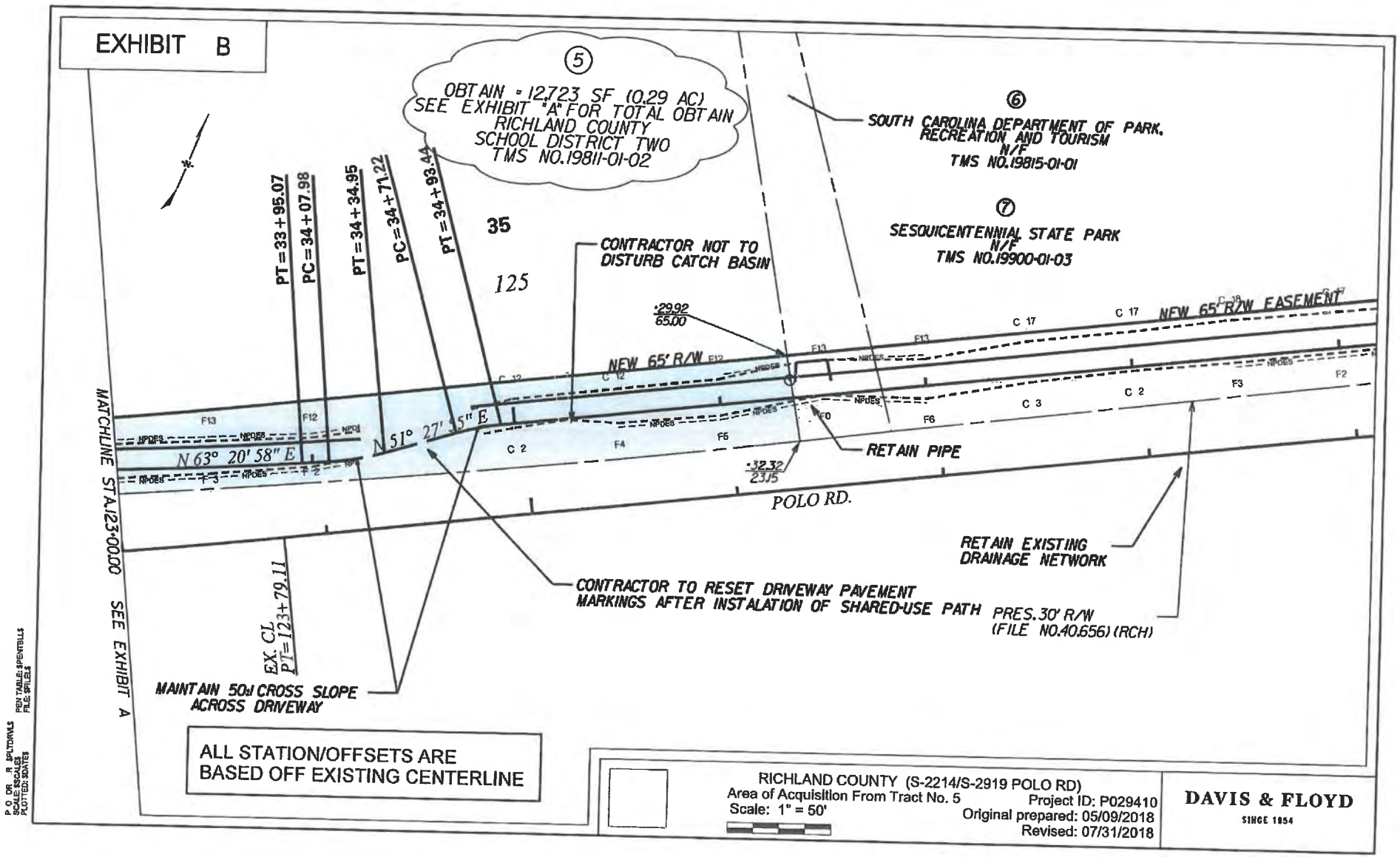


EXHIBIT B
5
OBTAIN = 12,723 SF (0.29 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
RICHLAND COUNTY
SCHOOL DISTRICT TWO
TMS NO.19811-01-02
6
SOUTH CAROLINA DEPARTMENT OF PARK, RECREATION AND TOURISM
N/F
TMS NO.19815-01-01
7
SESQUICENTENNIAL STATE PARK
N/F
TMS NO.19900-01-03
PT=33+95.07
PC=34+07.98
PT=34+34.95
PC=34+71.22
PT=34+93.44
35
125
CONTRACTOR NOT TO DISTURB CATCH BASIN
29.92
65.00
NEW 65' R/W EASEMENT
NEW 65' R/W
N 63° 20' 58" E
N 51° 27' 35" E
RETAIN PIPE
32.32
23.15
POLO RD.
RETAIN EXISTING DRAINAGE NETWORK
CONTRACTOR TO RESET DRIVEWAY PAVEMENT MARKINGS AFTER INSTALATION OF SHARED-USE PATH
PRES. 30' R/W
(FILE NO.40.656) (RCH)
EX. CL
PT=123+79.11
MAINTAIN 50:1 CROSS SLOPE ACROSS DRIVEWAY
MATCHLINE STA.123+00.00 SEE EXHIBIT A
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 5
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
Revised: 07/31/2018
DAVIS & FLOYD
SINCE 1954

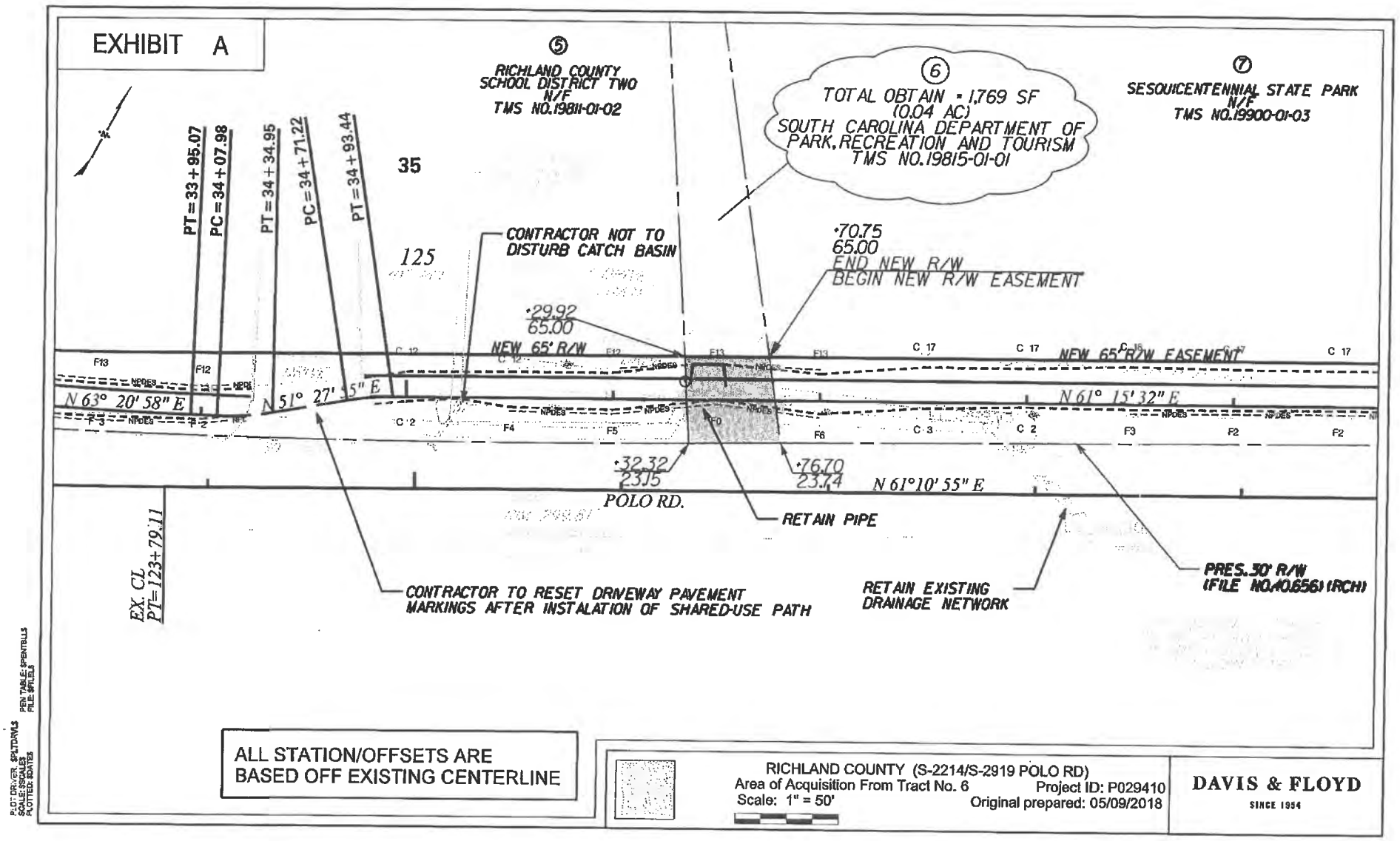


EXHIBIT A
⑤
RICHLAND COUNTY
SCHOOL DISTRICT TWO
N/F
TMS NO.19811-01-02
⑥
TOTAL OBTAIN = 1,769 SF
(0.04 AC)
SOUTH CAROLINA DEPARTMENT OF
PARK, RECREATION AND TOURISM
TMS NO.19815-01-01
⑦
SESQUICENTENNIAL STATE PARK
N/F
TMS NO.19900-01-03
35
PT=33+95.07
PC=34+07.98
PT=34+34.95
PC=34+71.22
PT=34+93.44
125
CONTRACTOR NOT TO
DISTURB CATCH BASIN
•70.75
65.00
END NEW R/W
BEGIN NEW R/W EASEMENT
•29.92
65.00
NEW 65' R/W
NEW 65' R/W EASEMENT
N 63° 20' 58" E
N 51° 27' 35" E
N 61° 15' 32" E
•32.32
23.15
•76.70
23.74
N 61°10' 55" E
POLO RD.
RETAIN PIPE
EX. CL
PT=123+79.11
CONTRACTOR TO RESET DRIVEWAY PAVEMENT
MARKINGS AFTER INSTALATION OF SHARED-USE PATH
RETAIN EXISTING
DRAINAGE NETWORK
PRES. 30' R/W
(FILE NO.A0656) (RCH)
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 6
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

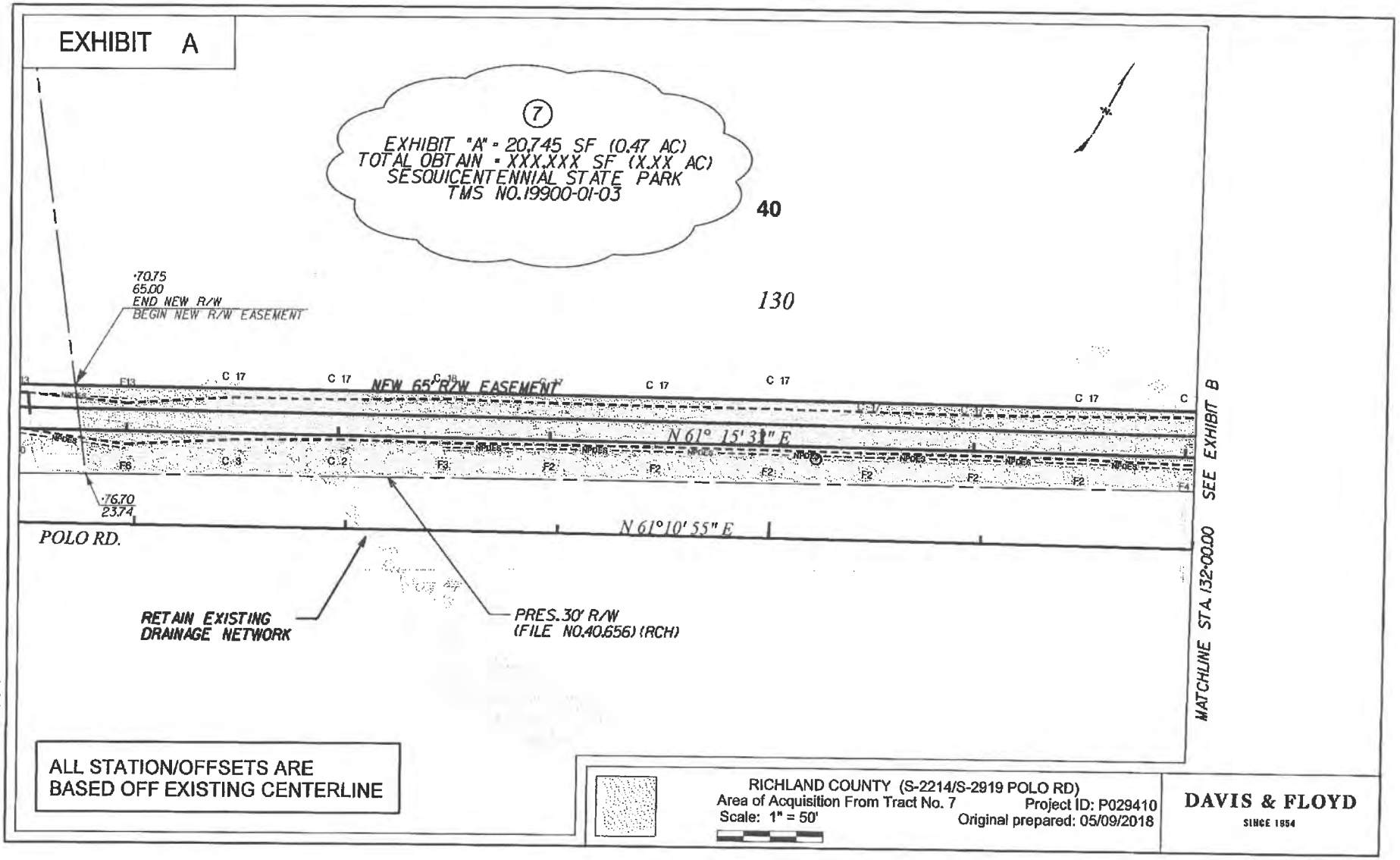


EXHIBIT A
7
EXHIBIT "A" = 20,745 SF (0.47 AC)
TOTAL OBTAIN = XXX,XXX SF (X.XX AC)
SESQUICENTENNIAL STATE PARK
TMS NO.19900-01-03
40
130
70.75
65.00
END NEW R/W
BEGIN NEW R/W EASEMENT
NEW 65' R/W EASEMENT
N 61° 15' 31" E
76.70
23.74
POLO RD.
N 61°10' 55" E
RETAIN EXISTING
DRAINAGE NETWORK
PRES. 30' R/W
(FILE NO.40.656) (RCH)
MATCHLINE STA. 132+00.00 SEE EXHIBIT B
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

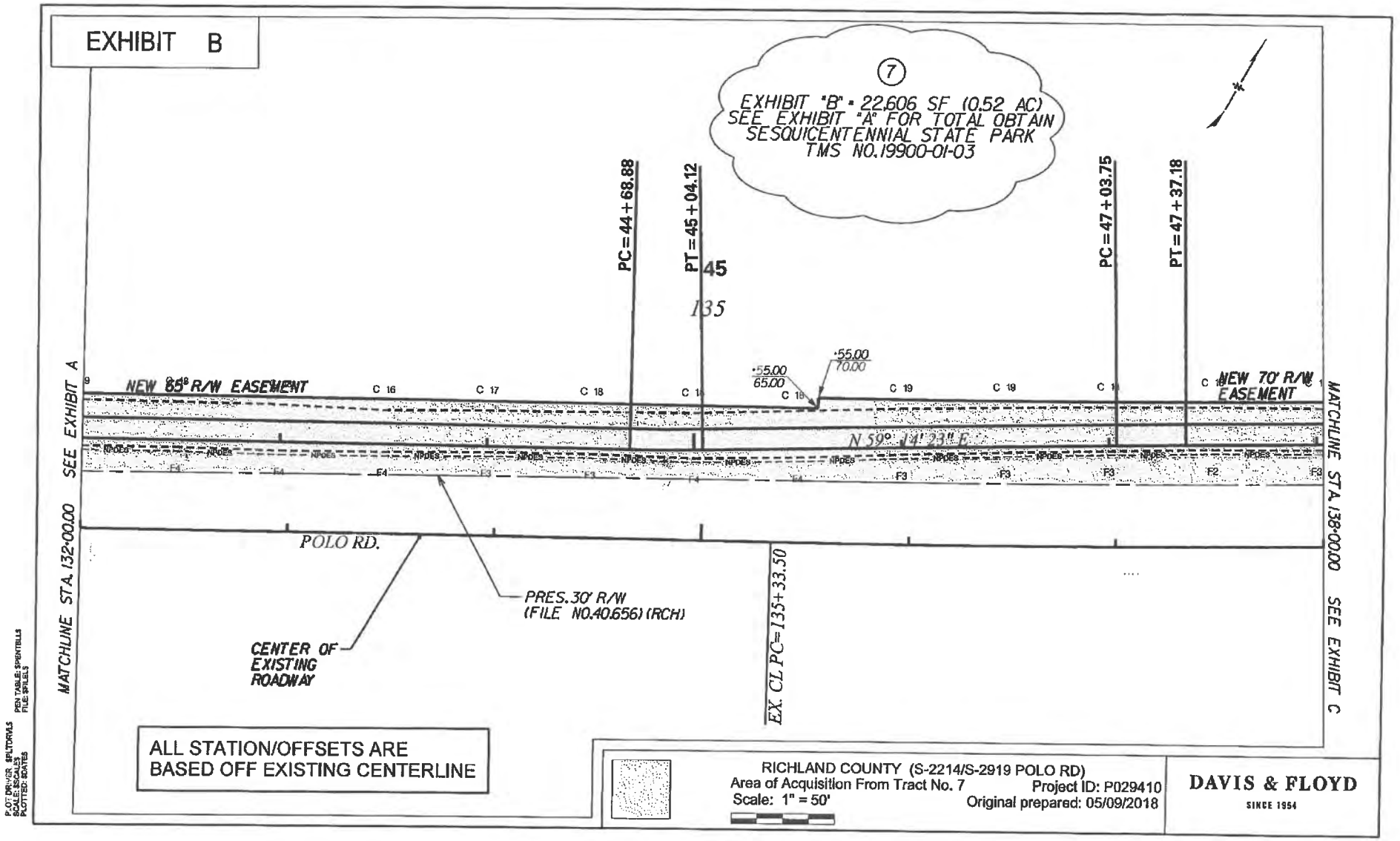


EXHIBIT B
7
EXHIBIT "B" = 22,606 SF (0.52 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO. 19900-01-03
PC=44+68.88
PT=45+04.12
45
135
PC=47+03.75
PT=47+37.18
NEW 85' R/W EASEMENT
NEW 70' R/W EASEMENT
N 59° 14' 23" E
POLO RD.
PRES. 30' R/W
(FILE NO. 40.656) (RCH)
CENTER OF
EXISTING
ROADWAY
EX. CL PC=135+33.50
MATCHLINE STA. 132+00.00 SEE EXHIBIT A
MATCHLINE STA. 138+00.00 SEE EXHIBIT C
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

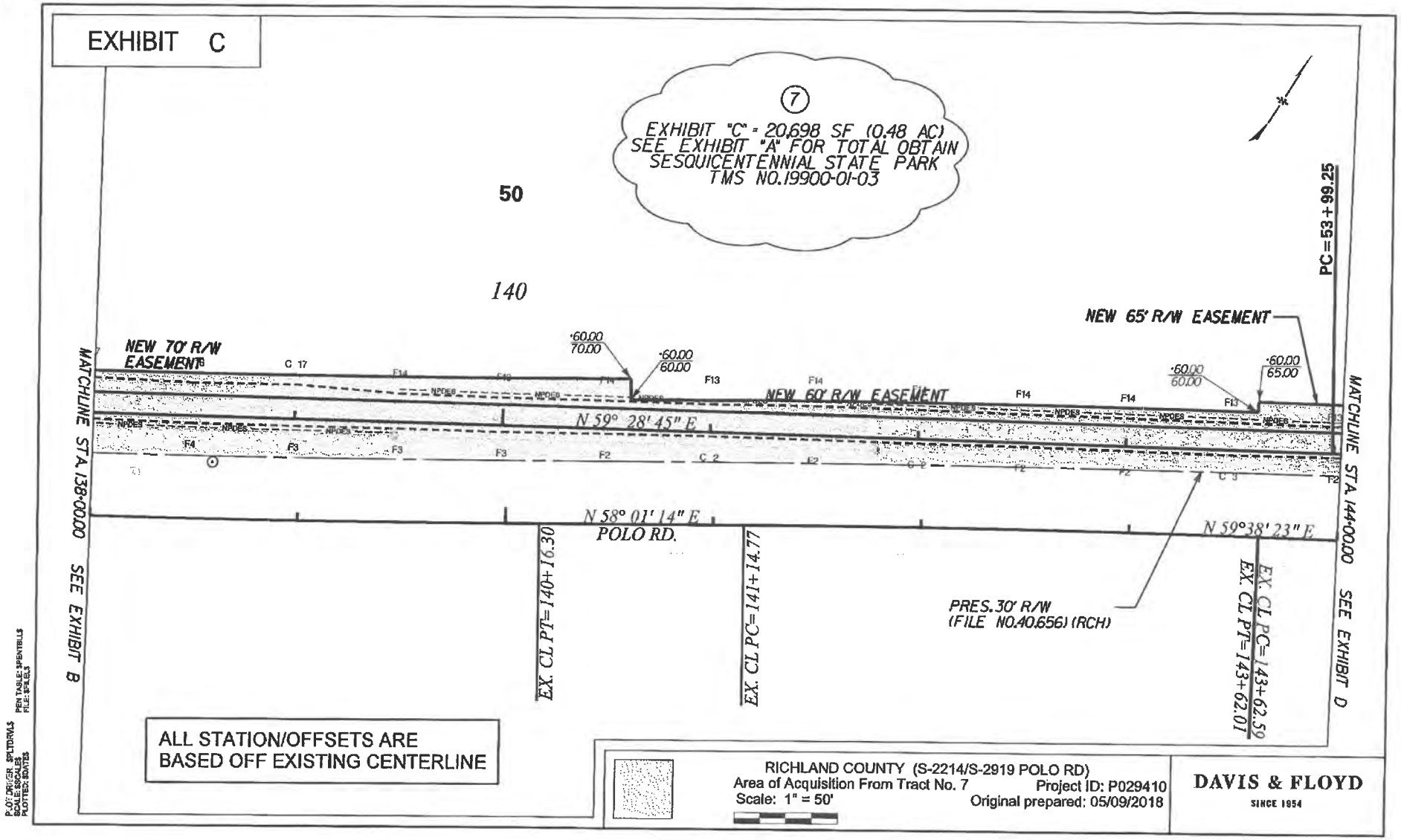


EXHIBIT C
7
EXHIBIT "C" = 20,698 SF (0.48 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO.19900-01-03
50
140
NEW 70' R/W EASEMENT
NEW 65' R/W EASEMENT
NEW 60' R/W EASEMENT
N 59° 28' 45" E
N 58° 01' 14" E
N 59°38' 23" E
POLO RD.
PC=53+99.25
MATCHLINE STA. 138+00.00 SEE EXHIBIT B
MATCHLINE STA. 144+00.00 SEE EXHIBIT D
EX. CL PT=140+16.30
EX. CL PC=141+14.77
EX. CL PC=143+62.59
EX. CL PT=143+62.01
PRES. 30' R/W
(FILE NO.40.656) (RCH)
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

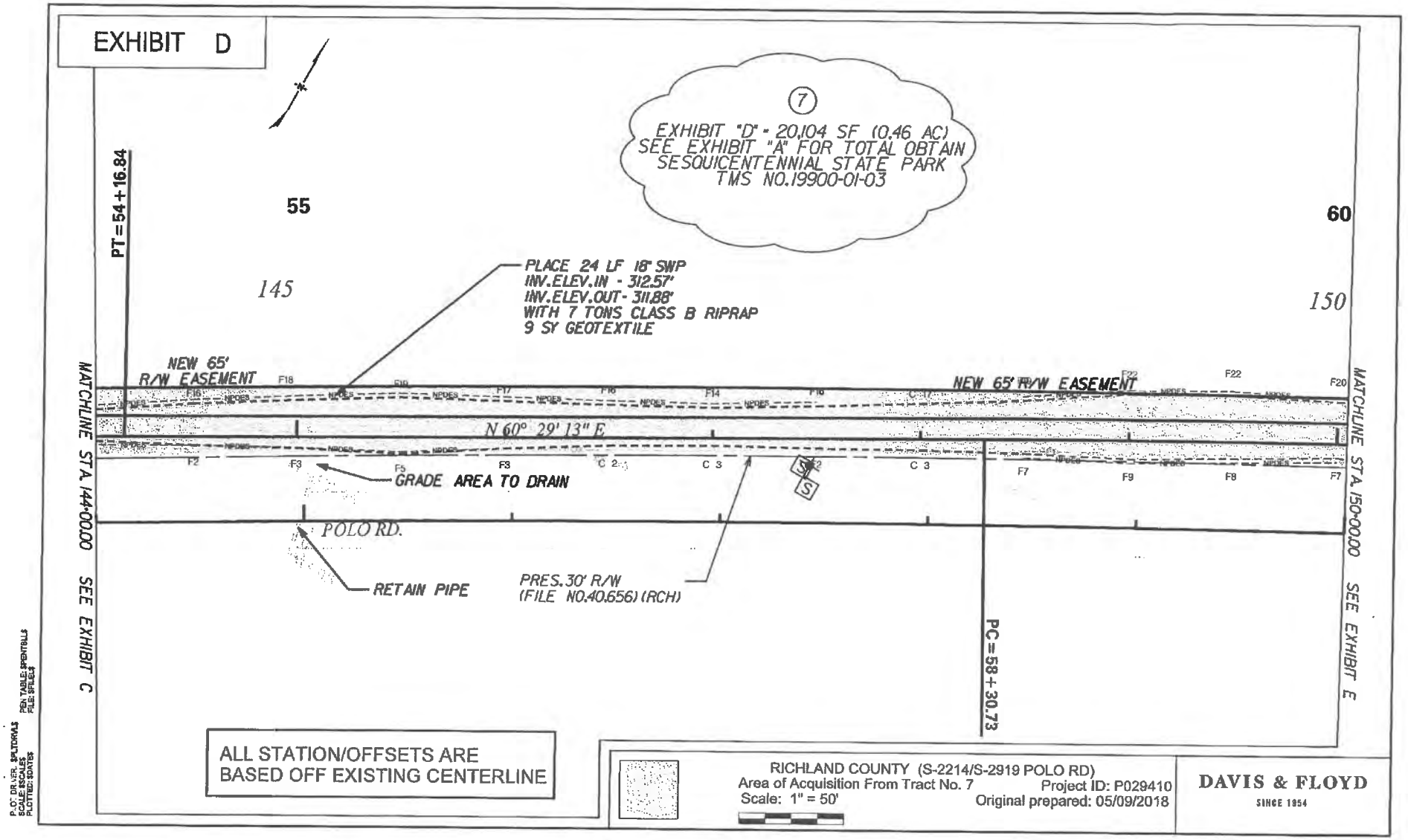


EXHIBIT D
7
EXHIBIT "D" - 20,104 SF (0.46 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO.19900-01-03
PT = 54+16.84
55
60
145
150
PLACE 24 LF 18" SWP
INV.ELEV.IN - 312.57'
INV.ELEV.OUT- 311.88'
WITH 7 TONS CLASS B RIPRAP
9 SY GEOTEXTILE
NEW 65' R/W EASEMENT
NEW 65' R/W EASEMENT
N 60° 29' 13" E
GRADE AREA TO DRAIN
POLO RD.
RETAIN PIPE
PRES. 30' R/W
(FILE NO.40.656) (RCH)
PC = 58+30.73
MATCHLINE STA 144+00.00 SEE EXHIBIT C
MATCHLINE STA 150+00.00 SEE EXHIBIT E
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Scale: 1" = 50'
Project ID: P029410
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

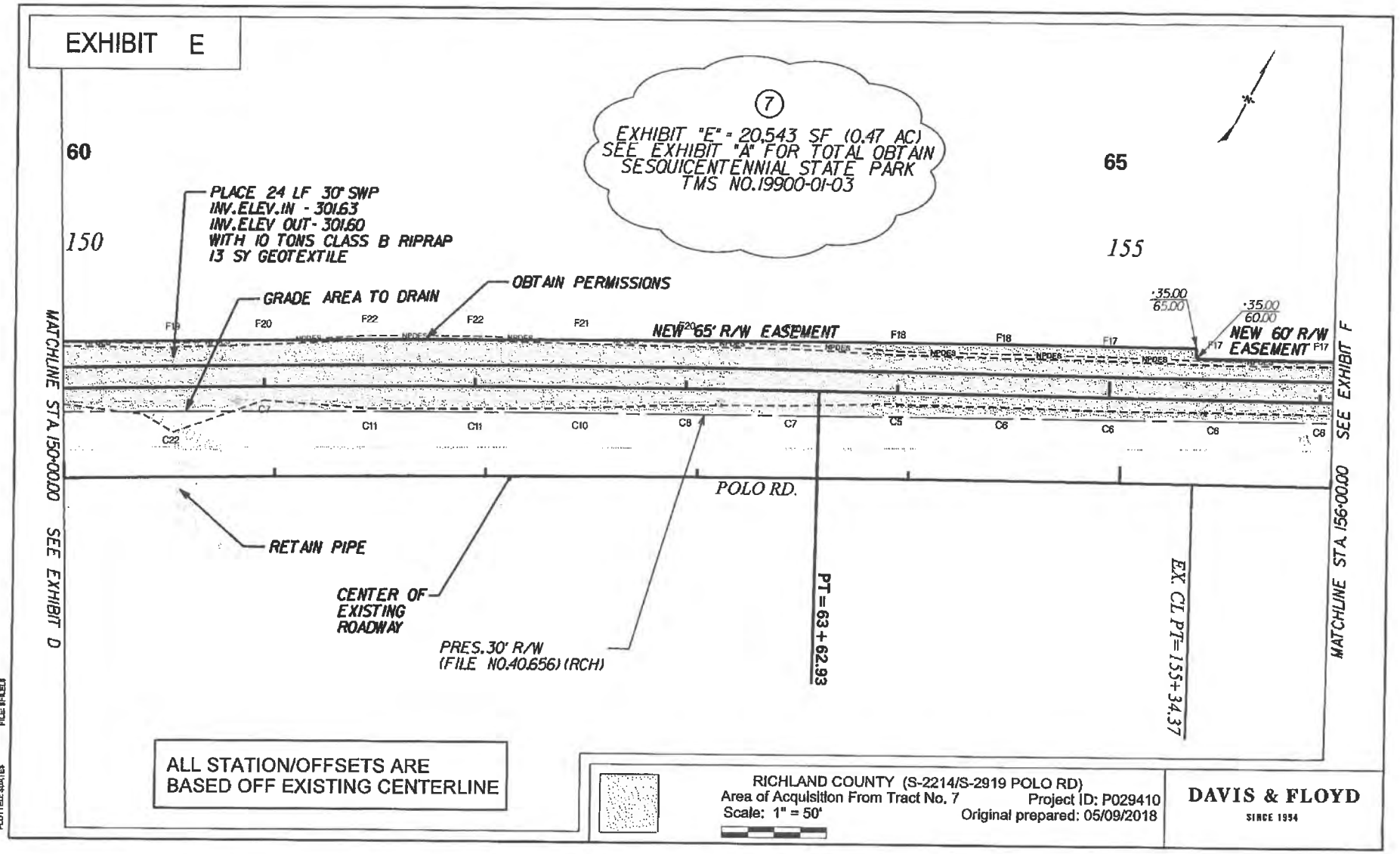


EXHIBIT E
7
EXHIBIT "E" = 20,543 SF (0.47 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO.19900-01-03
60
65
150
155
PLACE 24 LF 30" SWP
INV.ELEV.IN - 301.63
INV.ELEV OUT - 301.60
WITH 10 TONS CLASS B RIPRAP
13 SY GEOTEXTILE
GRADE AREA TO DRAIN
OBTAIN PERMISSIONS
NEW 65' R/W EASEMENT
NEW 60' R/W EASEMENT
35.00
65.00
35.00
60.00
MATCHLINE STA 150+00.00 SEE EXHIBIT D
MATCHLINE STA 156+00.00 SEE EXHIBIT F
POLO RD.
RETAIN PIPE
CENTER OF EXISTING ROADWAY
PRES. 30' R/W
(FILE NO.40.656) (RCH)
PT = 63 + 62.93
EX. CL PT= 155+ 34.37
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

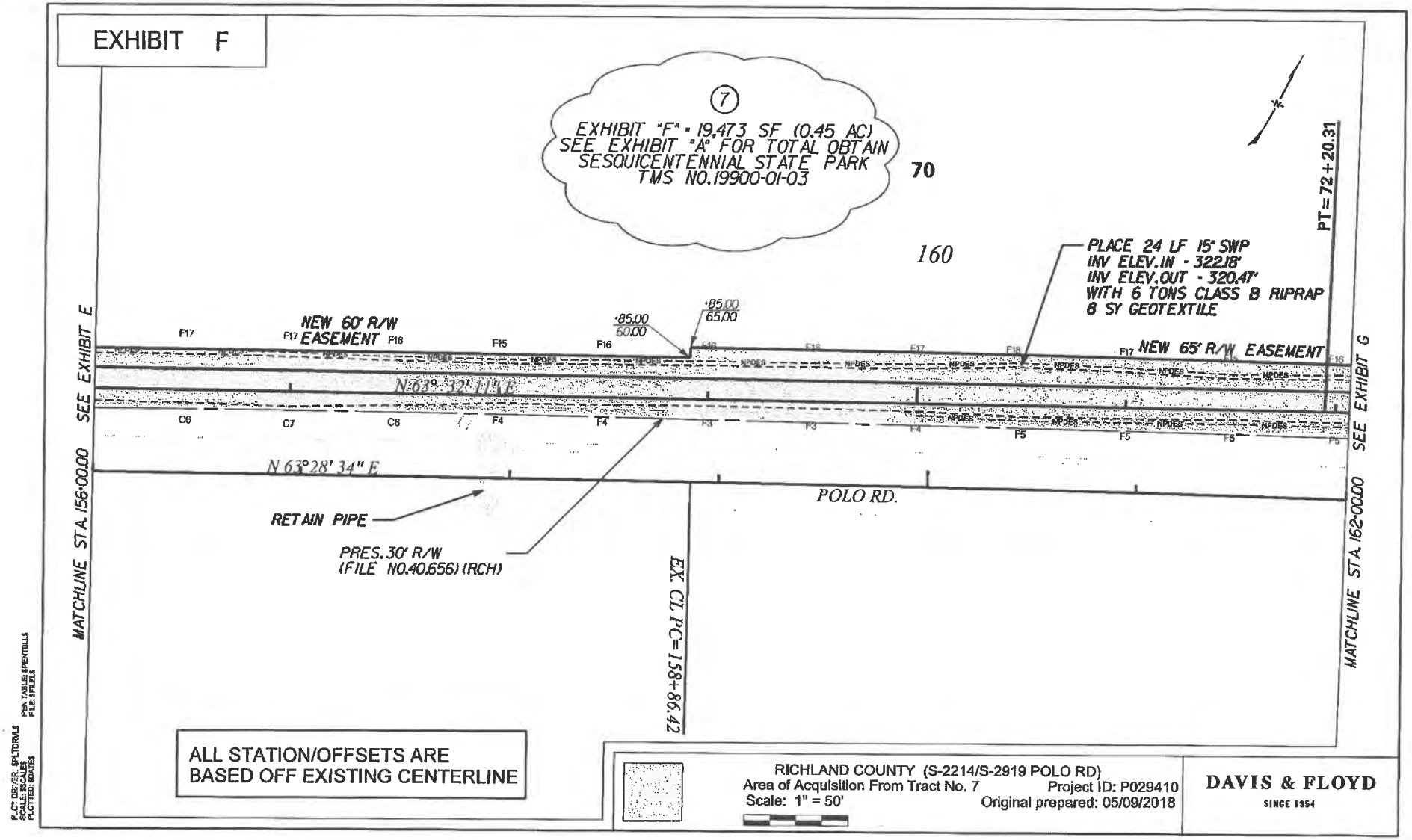


EXHIBIT F
7
EXHIBIT "F" - 19,473 SF (0.45 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO.19900-01-03
70
160
PLACE 24 LF 15" SWP
INV ELEV.IN - 322.18'
INV ELEV.OUT - 320.47'
WITH 6 TONS CLASS B RIPRAP
8 SY GEOTEXTILE
PT=72+20.31
NEW 60' R/W
EASEMENT
NEW 65' R/W EASEMENT
85.00
60.00
85.00
65.00
N 63° 32' E
N 63°28' 34" E
POLO RD.
RETAIN PIPE
PRES. 30' R/W
(FILE NO.40.656) (RCH)
EX. CL PC=158+86.42
MATCHLINE STA. 156+00.00 SEE EXHIBIT E
MATCHLINE STA. 162+00.00 SEE EXHIBIT G
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

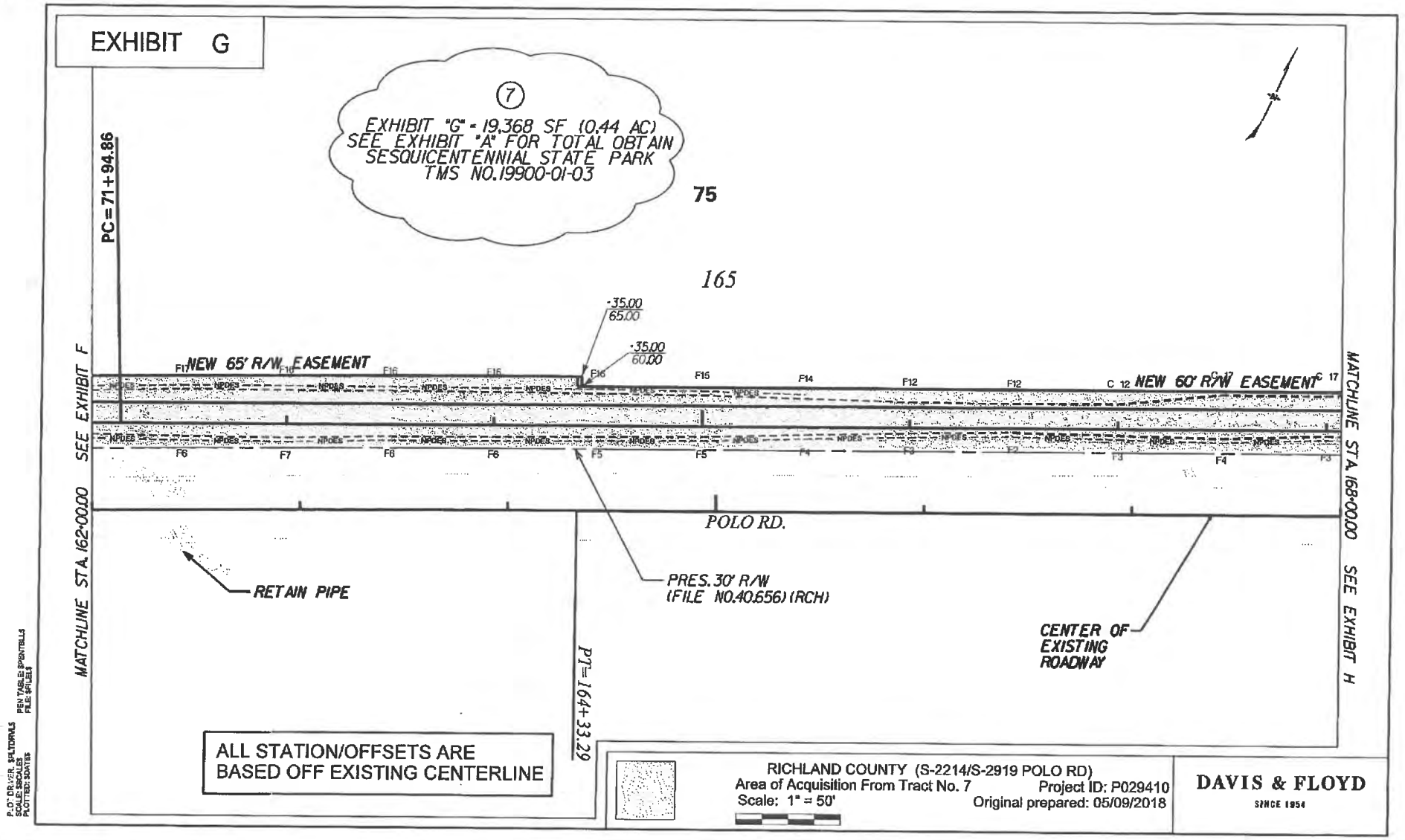


EXHIBIT G
7
EXHIBIT "G" - 19,368 SF (0.44 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO.19900-01-03
75
165
PC=71+94.86
-35.00
65.00
-35.00
60.00
NEW 65' R/W EASEMENT
NEW 60' R/W EASEMENT
SEE EXHIBIT F
MATCHLINE STA. 162+00.00
MATCHLINE STA. 168+00.00
SEE EXHIBIT H
POLO RD.
RETAIN PIPE
PRES. 30' R/W
(FILE NO.40.656) (RCH)
CENTER OF
EXISTING
ROADWAY
PT=164+33.29
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

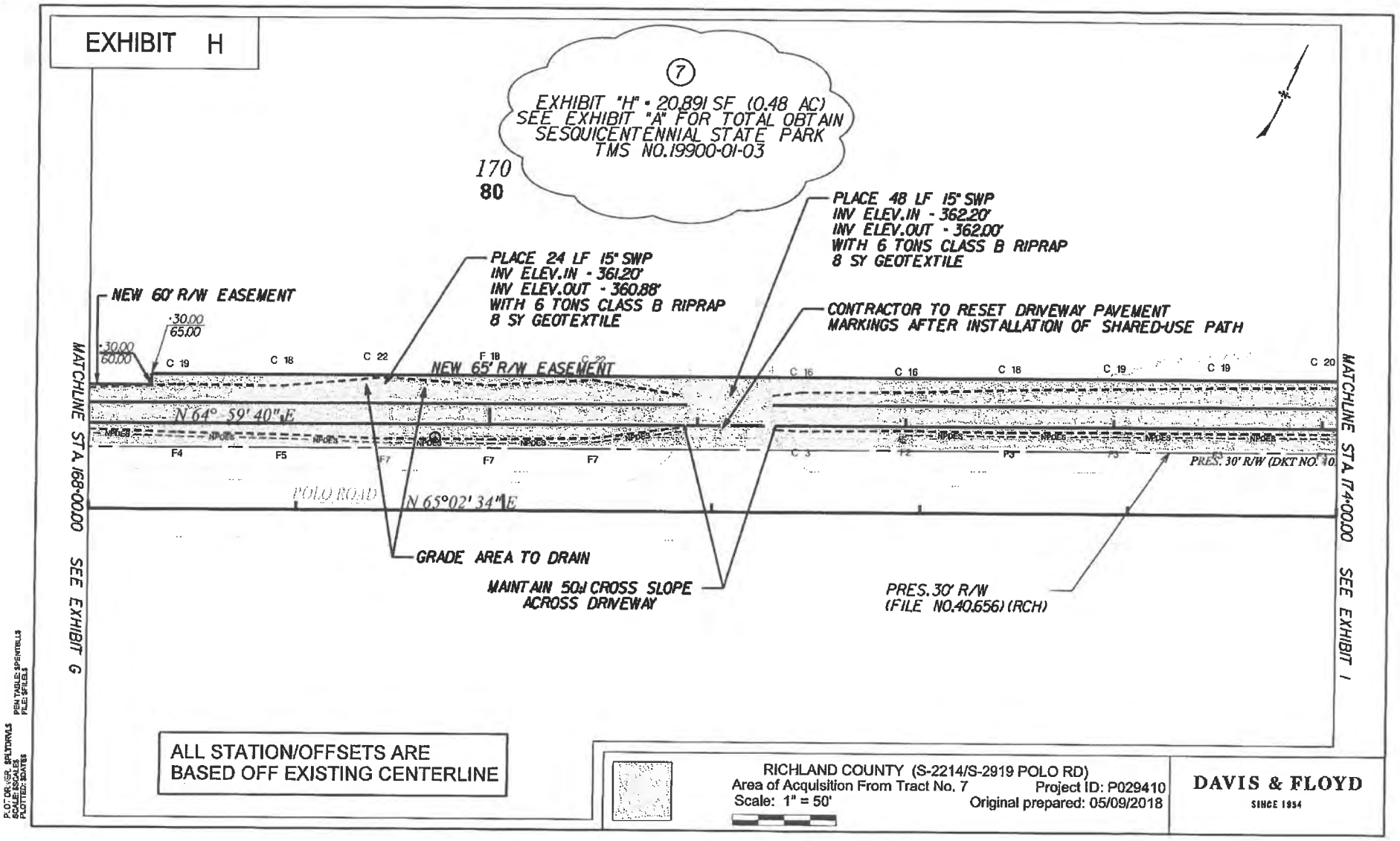


EXHIBIT H
7
EXHIBIT "H" = 20,891 SF (0.48 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO. 19900-01-03
170
80
PLACE 48 LF 15" SWP
INV ELEV.IN - 362.20'
INV ELEV.OUT - 362.00'
WITH 6 TONS CLASS B RIPRAP
8 SY GEOTEXTILE
PLACE 24 LF 15" SWP
INV ELEV.IN - 361.20'
INV ELEV.OUT - 360.88'
WITH 6 TONS CLASS B RIPRAP
8 SY GEOTEXTILE
NEW 60' R/W EASEMENT
CONTRACTOR TO RESET DRIVEWAY PAVEMENT
MARKINGS AFTER INSTALLATION OF SHARED-USE PATH
NEW 65' R/W EASEMENT
N 64° 59' 40" E
POLO ROAD
N 65°02' 34" E
PRES. 30' R/W (DKT NO. 10
GRADE AREA TO DRAIN
MAINTAIN 5% CROSS SLOPE
ACROSS DRIVEWAY
PRES. 30' R/W
(FILE NO. 40.656) (RCH)
MATCHLINE STA. 168+00.00 SEE EXHIBIT G
MATCHLINE STA. 174+00.00 SEE EXHIBIT I
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

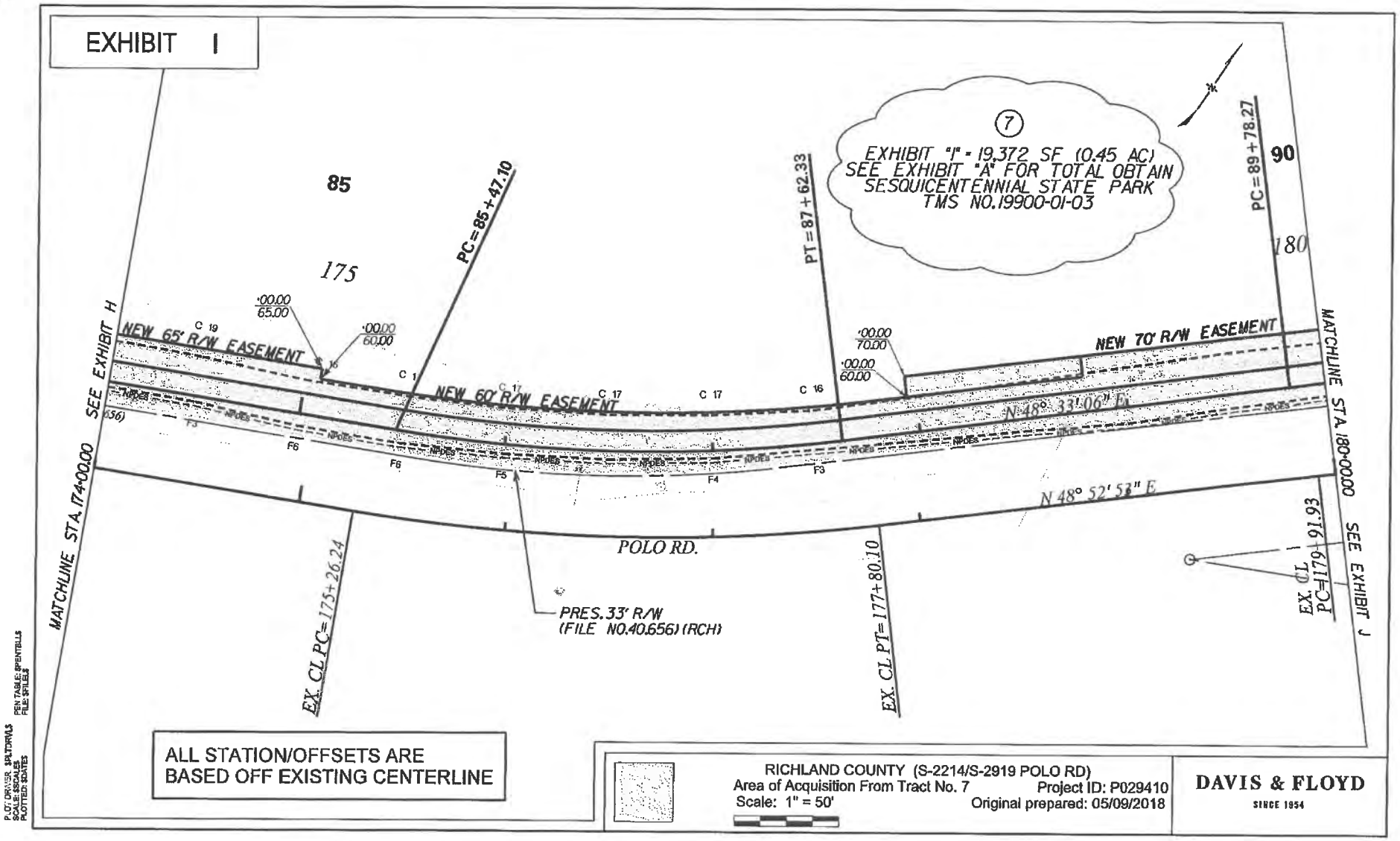


EXHIBIT I
7
EXHIBIT "I" - 19,372 SF (0.45 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO.19900-01-03
85
175
90
180
PC=85+47.10
PT=87+62.33
PC=89+78.27
NEW 65' R/W EASEMENT
NEW 60' R/W EASEMENT
NEW 70' R/W EASEMENT
N 48° 31' 06" E
N 48° 52' 53" E
POLO RD.
SEE EXHIBIT H
MATCHLINE STA. 174+00.00
MATCHLINE STA. 180+00.00
SEE EXHIBIT J
EX. CL PC=175+26.24
EX. CL PT=177+80.10
EX. CL PC=179+61.93
PRES. 33' R/W
(FILE NO.40.656) (RCH)
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

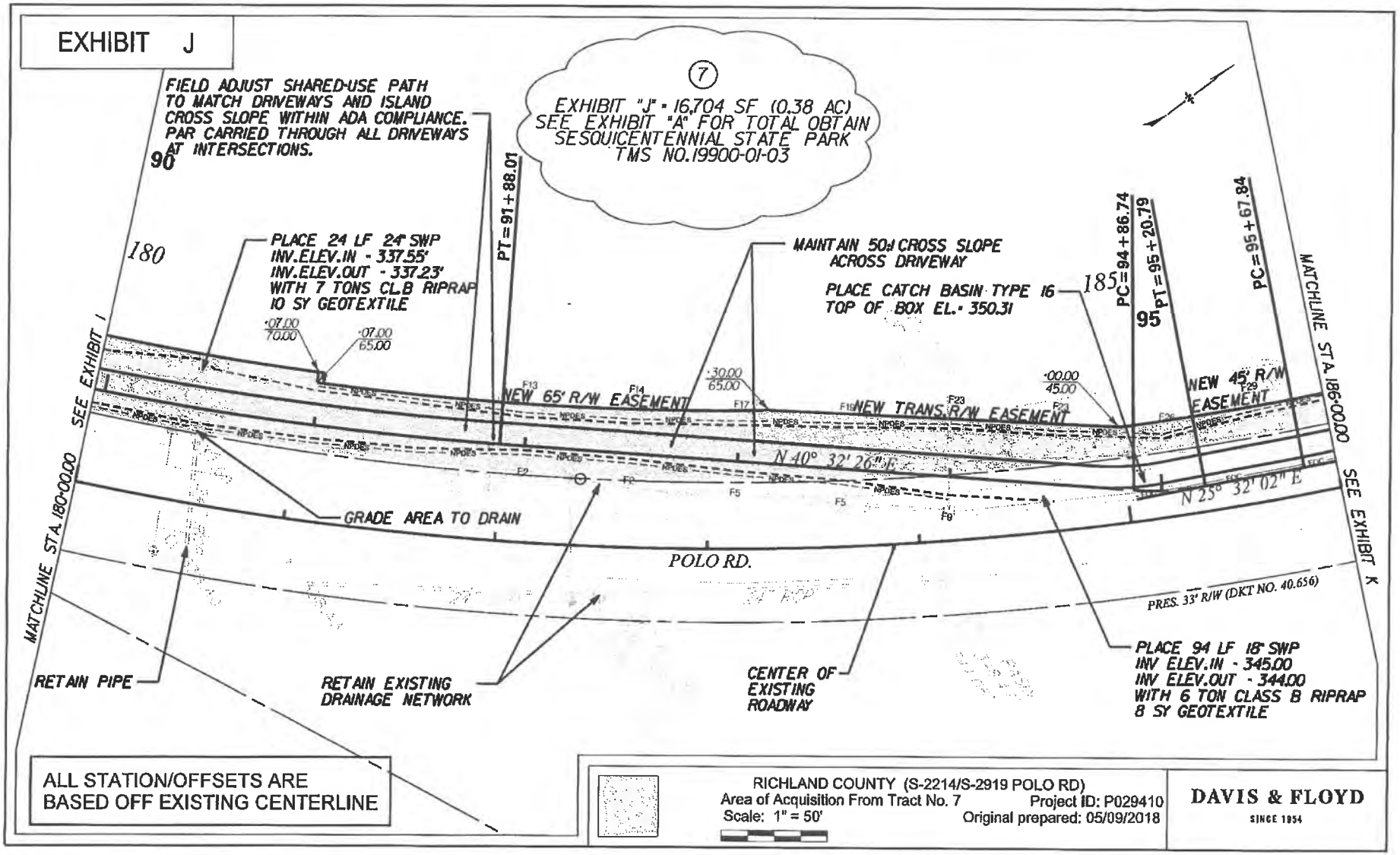


EXHIBIT J
FIELD ADJUST SHARED-USE PATH TO MATCH DRIVEWAYS AND ISLAND CROSS SLOPE WITHIN ADA COMPLIANCE. PAR CARRIED THROUGH ALL DRIVEWAYS AT INTERSECTIONS.
7
EXHIBIT "J" = 16,704 SF (0.38 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO. 19900-01-03
PLACE 24 LF 24" SWP
INV.ELEV.IN = 337.55'
INV.ELEV.OUT = 337.23'
WITH 7 TONS CL.B RIPRAP
10 SY GEOTEXTILE
PT = 91+88.01
MAINTAIN 5% CROSS SLOPE ACROSS DRIVEWAY
PLACE CATCH BASIN TYPE 16
TOP OF BOX EL. = 350.31
PC = 94+86.74
PT = 95+20.79
PC = 95+67.84
MATCHLINE STA. 186+00.00
SEE EXHIBIT I
MATCHLINE STA. 180+00.00
SEE EXHIBIT K
NEW 65' R/W EASEMENT
NEW TRANS. R/W EASEMENT
NEW 45' R/W EASEMENT
N 40° 32' 26" E
N 25° 32' 02" E
GRADE AREA TO DRAIN
POLO RD.
PRES. 33' R/W (DKT NO. 40.656)
RETAIN PIPE
RETAIN EXISTING DRAINAGE NETWORK
CENTER OF EXISTING ROADWAY
PLACE 94 LF 18" SWP
INV ELEV.IN = 345.00
INV ELEV.OUT = 344.00
WITH 6 TON CLASS B RIPRAP
8 SY GEOTEXTILE
ALL STATION/OFFSETS ARE BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
DAVIS & FLOYD
SINCE 1954

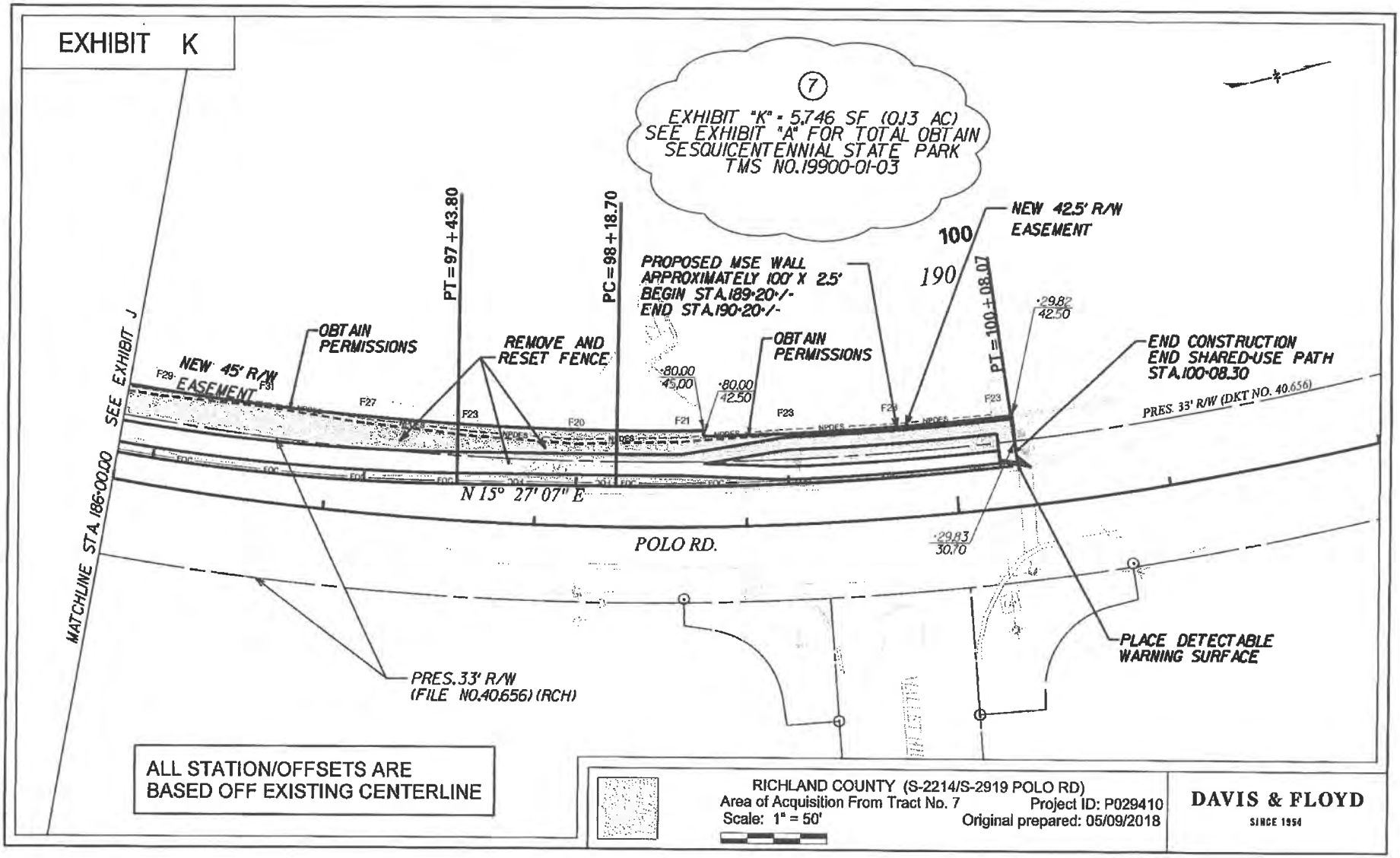


EXHIBIT K
7
EXHIBIT "K" = 5,746 SF (0.13 AC)
SEE EXHIBIT "A" FOR TOTAL OBTAIN
SESQUICENTENNIAL STATE PARK
TMS NO. 19900-01-03
PT = 97+43.80
PC = 98+18.70
PROPOSED MSE WALL
APPROXIMATELY 100' X 2.5'
BEGIN STA. 189+20+/-
END STA. 190+20+/-
100
190
NEW 42.5' R/W
EASEMENT
PT = 100+08.07
29.82
42.50
OBTAIN
PERMISSIONS
REMOVE AND
RESET FENCE
OBTAIN
PERMISSIONS
END CONSTRUCTION
END SHARED-USE PATH
STA. 100+08.30
NEW 45' R/W
EASEMENT
80.00
45.00
80.00
42.50
PRES. 33' R/W (DKT NO. 40,656)
SEE EXHIBIT J
MATCHLINE STA. 186+00.00
N 15° 27' 07" E
POLO RD.
29.83
30.70
PLACE DETECTABLE
WARNING SURFACE
PRES. 33' R/W
(FILE NO. 40,656) (RCH)
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE
RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 7
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Exhibit B

Richland County and SCDOT Intergovernmental Agreement &
Richland County Right -of - Way Policy

IGA-25-14

Cooperative Intergovernmental Agreement
Between
Richland County, South Carolina
And
South Carolina Department of Transportation
For
Richland County Sales Tax Transportation Program

THIS AGREEMENT is made this 1st day of February, 2014, by and between Richland County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as SCDOT.
WITNESSETH THAT:

WHEREAS, the County and the SCDOT desire to work together in the planning and implementation of the Richland County Sales Tax Transportation Program and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the SCDOT do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve certain transportation facilities throughout Richland County using, in part, funds derived from the one (1) cent special sales and use tax imposed by Richland County and approved by referendum held November 6, 2012.

B. Description of Work

The projects for this agreement include only those projects that are listed in Attachment "A" and are hereinafter referred to as the "Project(s)" and the collective group of Projects is hereinafter referred to as the "Program". The provisions herein shall only apply to Projects listed in Attachment "A" and all are currently on the State Highway System or are proposed to be conveyed to the SCDOT for acceptance into the State Highway System. Unless otherwise agreed, these provisions shall not apply to projects which are to be owned or maintained by the County, a municipality or another non-state entity. Where local roadways tie into state or federal roadways, changes within the SCDOT's right of way will fall under

the terms of this agreement unless changes are approved by the SCDOT through an encroachment permit.

Prior to project initiation for each project, the County shall identify whether it will develop the Project to maintain eligibility for Federal Transportation Funding. The Projects declared federally eligible shall be developed and constructed to federal standards. The Federal Highway Administration (FHWA) will make the determination of eligibility for Federal Transportation Funding for each Project for which those funds are requested at the time of request for authorization of each phase.

The scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administrative activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been described in Attachment A. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of Richland County Council and applicable State law.

II. COMMUNICATIONS:

A. The County and SCDOT agree that regular and thorough communication about this work is essential to the effective execution of the Program. The County and SCDOT further agree that each party will strive to communicate at both the management level and staff level.

1. The County Transportation Director and/or the designated County Representative shall meet with the Program Manager from the SCDOT on an as-needed basis.

2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.

B. The SCDOT will provide such technical support and advice as requested by the County to assist in the planning and execution of the Program.

III. OBLIGATIONS OF SCDOT:

A. The County shall prepare, in the SCDOT's name, all documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq, or as specified by the SCDOT. The SCDOT agrees to expedite the review and approval of necessary environmental documentation as it applies within the SCDOT's authority. The SCDOT further agrees to use its best efforts to coordinate with the Federal

Agencies on behalf of the County to expedite the approval of required environmental documentation, if necessary.

B. To the extent permitted by existing South Carolina law, the SCDOT hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the SCDOT's part, or the part of any employee or agent of the SCDOT in the performance or participation in the work undertaken under this Agreement.

C. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the SCDOT to maintain the Project until such time as all rights of way and other property rights are turned over to the SCDOT after the completion of the Project. The SCDOT agrees to accept the Project on the state system for maintenance within 30 days once all obligations of the County have been completed as outlined in Section V.F.5 of this agreement.

IV. OBLIGATIONS OF THE COUNTY:

A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.

B. The County shall provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of each Project, unless noted otherwise herein.

C. The County shall reimburse the SCDOT for costs incurred as part of the SCDOT's reviews, coordination, and oversight. The SCDOT will invoice the County no more often than quarterly for those costs.

D. The cost of each Project shall be borne solely by Richland County unless additional funding is secured through the SCDOT or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All Projects shall be developed and constructed to SCDOT standards and specifications any other applicable legal standards and will be accorded equal priority for completion. The current edition of each standard and specification shall be the edition as of the beginning of the design work for each Project with the expectation that the standards and specifications shall be applicable through the completion of the Project. However, where there is a significant delay in the completion of the design of a Project, the most current standards and specifications may be incorporated into the contract documents. It is the intent of both the

County and the SCDOT to design the Projects in compliance with the applicable standards and specifications. However, both parties recognize that exceptions to these standards and specifications may be mutually beneficial. Such exceptions will be granted if both parties agree.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

-Public involvement
-Funding
-Environmental considerations including determination of necessary environmental documentation
-Traffic requirements for the Projects based on traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2015 would yield design year traffic projections for the year 2035. Where available, the local Central Midlands Council of Governments (CMCOG) traffic projections would be supplied by the SCDOT for use in these planning activities. Where these CMCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
-Right of way issues and impacts
-Constructability
-Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the SCDOT received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.

3. Carrying out all required social, economic, and environmental studies required by law, and

4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the SCDOT and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency to complete the Projects and will work with the SCDOT in coordinating and negotiating with the agency to secure the permits. All work performed must be in accordance with the SCDOT's Environmental Consultant Scope, latest edition, and any amendments thereafter, if applicable. Where required by law, the County shall prepare all permit applications in the name of the SCDOT. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the SCDOT for all roads in the state system.

Upon approval of the SCDOT and other applicable regulatory agencies, Richland County may use credits from environmental mitigation banks controlled by or developed for use by the SCDOT. If credits are used by the County from a mitigation bank controlled by or developed for use by the SCDOT, the County will pay to the SCDOT the costs of these credits as mutually agreed upon by the County and the SCDOT.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations, or as otherwise specified by the SCDOT. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the SCDOT in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the SCDOT shall assign Project Identification Numbers to the Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.

2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the SCDOT's current edition of the "Preconstruction Survey Manual".

3. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, latest edition, including the latest Interim

Specifications thereto. Bridge structures shall be designed with the LRFD criteria. This will include all seismic requirements in accordance with these AASHTO criteria.

4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.

5. If the County intends to seek reimbursement for state or federal funds that may become available for individual Projects, the County shall comply with all applicable federal and state statutes and regulations to maintain the eligibility of those funds for reimbursement.

6. In the event that state or federal funding becomes available for the Project, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct SCDOT administration or assistance with administration of the Project that would be most advantageous in securing that funding.

7. The SCDOT's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

8. The SCDOT will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the SCDOT at the following stages of the Project: concept (optional), preliminary (optional), right of way and final design. The County shall submit the design in a form that is acceptable to the SCDOT's reviewer. Design reviews will be accomplished by the SCDOT and review comments will be returned to the County within 25 business days of the time the County submits the review documents to the SCDOT. The County will notify the SCDOT at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the SCDOT shall in no way relieve the County or its agents of any responsibility in regard to individual Projects. Projects shall not be advanced to right-of-way or construction until written authorization is provided by the SCDOT.

9. Design plans and documents submitted for reviews by the SCDOT shall be provided in electronic (.pdf) format. The County shall utilize file transfer protocol (FTP) or other agreed upon platform to transfer the documents to be reviewed.

10. The SCDOT's written "authority to proceed" with right-of-way acquisition activities shall serve as approval for the County to begin right-of-way activities on individual Projects. The SCDOT agrees to provide written notice of "authority to proceed" or

review comments for the right-of-way plans within 25 business days of the time the County submits the right-of-way plans for review.

11. The SCDOT's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the SCDOT for construction of individual Projects by the County. The SCDOT agrees to provide written notice of "authority to proceed" or review comments for the final plans within 25 business days of the time the County submits the final plans for review.

12. In the event that federal funding is sought by the County through the SCDOT, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, etc.). Prior Rights may be established by the following means:

    a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.

    b. The Utility occupies SCDOT right of way, and per an existing agreement with the SCDOT, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases for municipal, county and special purpose district owned and operated utilities, the County, may elect to use Program funds for all or part of such utility relocation costs.

3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.

4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.

5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."

6. The County will honor the terms of any pre-existing agreements between the SCDOT and a utility owner.

7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to the SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601* et seq., and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project where utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

   The County Shall:

   a. Perform title searches for properties to be acquired and provide the SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.

   b. In accordance with the SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from the SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.

   c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.

   d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by the SCDOT. All titles shall be recorded in the land records of Richland County.

   e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.

   f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.

g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.

h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue (90) and (30) - day notices of displacement in accordance with State and federal guidelines.

i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish the SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.

k. Provide a Right-of-Way Certification in a form acceptable to the SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The SCDOT Shall:

a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.

b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.

c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

1. The County will construct the Projects in conformance with the technical sections of the SCDOT's current Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the SCDOT if there is a circumstance where there may be any significant deviation from the contract documents.

2. The County and the SCDOT agree to conduct a final inspection of the completed Project prior to acceptance of the work by the SCDOT.

3. To the extent applicable, materials shall be procured in accordance with Richland County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, SCDOT standard policies, and applicable Federal (23CFR635) and State statutes and regulations.

4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the SCDOT that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The County shall ensure testing is performed based on project quantities in accordance with the SCDOT's Construction Manual.

5. The County shall coordinate with the SCDOT during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the SCDOT of the date for final inspection of the work. The County and the SCDOT shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the SCDOT in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The SCDOT agrees to respond to the County within 20 business days from the time the County submits the Final Completion notification. If additional centerline miles are created by the project, once Final Completion is accepted by the SCDOT, the Project will be presented by SCDOT Staff to the SCDOT Commission. The Commission will determine if additional mileage is to be accepted by the SCDOT.

6. The SCDOT shall conduct construction oversight on all State-maintained roadways at the discretion of the Deputy Secretary for Engineering. All SCDOT costs associated with construction oversight shall be reimbursed by the County in accordance with section IV.C.

    a. The County, or its agent, shall perform all acceptance sampling and testing in accordance with the quality control (QC) sampling and testing schedule and frequency specified in the SCDOT's Construction Manual.

    b. The SCDOT will perform independent assurance (IA) sampling and testing on projects with federal funding. For projects that do not have federal funding, the County shall arrange for IA sampling and testing to be performed by an independent qualified entity. All IA procedures shall be in accordance with the SCDOT's Construction Manual.

c. The SCDOT may at any time ask for, and the County shall immediately provide, any construction inspection or testing related documents. The SCDOT may also perform its own tests, and obtain its own samples, at any time.

d. The Project may be subject to periodic reviews/inspections by the SCDOT's Quality Management Team at the discretion of the SCDOT.

7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the SCDOT agree as follows:

a. Weekly Project field reviews will be made by the County and the SCDOT's construction representatives to discuss project status, mutual concerns and construction issues.

b. Contract documents will be furnished to the SCDOT.

c. Copies of test results will be submitted to the SCDOT so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the SCDOT.

d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.

e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the SCDOT's Supplemental Specification on Seeding and Erosion Control Measures, latest edition. Observations will be documented on the SCDOT's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.

8. The County shall obtain SCDOT concurrence prior to awarding the contract. If applicable, the County will include the required Federal Aid Contract Provisions for the contract.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the SCDOT under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD (current edition), the SCDOT District I Daytime Lane Closure policy (current edition), and the

SCDOT's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Project

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.

2. The SCDOT shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the SCDOT as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Project meet or overlap into the project limits established for projects that are or will be executed by the SCDOT before the completion of that individual County Project, the County and the SCDOT will develop agreements to outline provisions that would be beneficial to both the County Projects and the SCDOT projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The SCDOT shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the SCDOT of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the SCDOT as outlined in Section V.C.9 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.

2. Where applications for encroachment permits with regard to any segment of road covered by the Project are received by the SCDOT, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 15 business days.

From and after execution of this Agreement, the SCDOT hereby grants the County access to the Project corridors for the purposes of gathering field information necessary for accomplishing the planning, design, and right of way aspects of the Project. The County

will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the SCDOT.

1. Copies of required environmental documents
2. Design documents
   a. As described elsewhere in this agreement
   b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
   c. Electronic files of the Final Project plans as described in the SCDOT's "Road Design Reference Material for Consultant Prepared Plans".
   d. Final Stormwater Reports
3. Right of way documents
   a. Appraisals
   b. Title search information
   c. Deeds sufficient to convey to the SCDOT the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
   d. Correspondence with property owners
   e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
   a. As-built drawings - In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:
      - Survey centerline and existing roadway centerline if different, with labeled stationing.
      - Existing and new right of way lines, and County easement lines
      - Final location of utility lines and appurtenances
   b. Test reports
   c. Daily construction diaries

5. Other documents

   a. Assignments to the SCDOT of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the SCDOT's standard form.

   b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.

   c. All permits of government regulatory agencies

F. Certifications

Upon final completion of each Project, the County will provide a letter to the SCDOT stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the SCDOT, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the SCDOT any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the SCDOT shall cooperate and consult with each other with respect to those Projects intended to be turned over to the SCDOT for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within (90) days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the SCDOT. These four members shall choose

a fifth member employed neither by the County nor the SCDOT. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the SCDOT. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the SCDOT relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Richland County, South Carolina.

B. Successors/Assigns

The County and the SCDOT each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agree that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state laws or regulations. The County will coordinate with the SCDOT's DBE Office when establishing goals for specific Projects. The parties hereto and their agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Richland County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Tony McDonald
Richland County Administrator
P.O. Box 192
Columbia, South Carolina 29202

Notices to SCDOT:

South Carolina Department of Transportation
Attn: Deputy Secretary for Engineering
PO Box 191
Columbia, South Carolina 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed,

acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

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

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

By: _____
Kelvin Washington
Chairman, Richland County Council

Attest: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

By: _____
Secretary of Transportation ACTING

Attest: _____

RECOMMENDED:

By: _____
Deputy Secretary for Engineering or Designee

By: _____
Deputy Secretary for Finance and
Administration or Designee

By: _____
Chief Procurement Officer or Designee

CERTIFICATION OF SCDOT

I hereby certify that I am the Deputy Secretary of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

(a) Employ or retain, or agree to employ or retain, any firm or person or
(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

1/31/2014
(Date)

(SCDOT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is Post Office Box 192, Columbia, South Carolina, 29202 and that neither I nor the above COUNTY I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or

(b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the SCDOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

_____ (Date)

John E. Washington
_____ COUNTY (Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

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

(Date)

COUNTY (Signature)

1/31/2014

(Date)

SCDOT (Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
- (a) the dangers of drug abuse in a workplace;
- (b) the person's policy of maintaining a drug-free workplace;
- (c) any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);

(4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

(5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;

(6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: _____

SCDOT DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the SCDOT certifies on behalf of the SCDOT that the SCDOT will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the SCDOT's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
   (a) the dangers of drug abuse in a workplace;
   (b) the person's policy of maintaining a drug-free workplace;
   (c) any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);

(4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
   (a) abide by the terms of the statement; and
   (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

(5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;

(6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

SCDOT: Vann Fuller

Attachment "A"
List of Projects

2012 Roadway Projects			
Type	Project Name	Begin Location	End Location
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd
Widening	Blythewood Rd	Syrup Mill Rd	I-77
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)
Widening	Shop Rd	I-77	George Rogers Blvd
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd
Widening	Bluff Rd	I-77	Rosewood Dr
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd
Special	Shop Road Extension	na	na
Special	Kelly Mill Rd.	na	na
Special	Assembly Street RR Grade Separation	na	na
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.
Interchange	I-20 / Broad River Rd.	I-20 / Broad River	I-20 / Broad River

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Intersection	Broad River Rd and Bush River Rd		
Intersection	Huger St and Gervais St		
Intersection	Elmwood Ave and Park St		
Intersection	Main St and Elmwood Ave		
Intersection	Elmwood Ave and Bull St		
Intersection	Two Notch Rd and Alpine Rd		
Intersection	Two Notch Rd and Malingate Dr/Windsor Lake Blvd		
Intersection	Two Notch Rd and Brickyard Rd		
Intersection	Two Notch Rd and Sparkleberry Ln		
Intersection	Blossom St and Saluda Ave		
Intersection	Devine St and Harden St/Santee Ave		
Intersection	Two Notch Rd and Decker Blvd/Parklane Rd		
Intersection	Huger St and Blossom St		
Intersection	Huger St and Greene St		
Intersection	Huger St and Lady St		
Intersection	Assembly St and Gervais St		
Intersection	Assembly St and Washington St		
Intersection	Assembly St and Laurel St		
Intersection	Assembly St and Calhoun St		
Intersection	Rosewood Dr and Marion St		
Intersection	Rosewood Dr and Pickens St		
Intersection	Rosewood Dr and Harden St		
Intersection	Rosewood Dr and Holly St		
Intersection	Rosewood Dr and Ott Rd		
Intersection	Rosewood Dr and Kilbourne Rd		
Intersection	Rosewood Dr and Beltline Blvd		
Intersection	Harden St and Gervais St		
Intersection	Garners Ferry and Atlas Road (1)		
Intersection	Garners Ferry Rd and Hallbrook Dr / Pineview Rd (2)		
Intersection	Two Notch Rd and Polo Rd (3)		
Intersection	Polo Rd and Mallet Hill Rd (4)		
Intersection	Assembly St and Greene St (5)		
Intersection	Assembly St and Pendleton St (6)		
Sidewalk	Assembly St	Whaley St	Beltline Blvd
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd
Sidewalk	Colonial Dr	Harden St	Academy St
Sidewalk	Broad River Rd	Greystone Blvd	Broad River Bridge
Sidewalk	Blossom St	Williams St	Huger St
Sidewalk	Gervais St	450' west of Gist St	Gist St
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd
Sidewalk	Blythewood Rd	I-77	Main St
Sidewalk	Broad River Rd	Harbison Blvd	Bush River Rd
Sidewalk	Superior St	Whaley St	Airport Blvd
Sidewalk	Leesburg Rd	Garners Ferry Rd	Semmes Rd
Sidewalk	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Sidewalk	Gervais St	Gist St	Huger St
Sidewalk	Huger St	Blossom St	Gervais St
Sidewalk	Broad River Rd	I-26	Harbison Blvd
Sidewalk	Park St	Gervais St	Senate St
Sidewalk	Polo Rd	Mallet Hill Rd	Alpine Rd
Sidewalk	Clemson Rd	Two Notch Rd	Percival Rd
Sidewalk	Bratton St	King St	Maple St
Sidewalk	Franklin St	Sumter St	Bull St
Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77
Sidewalk	Grand St	Shealy St	Hydrick St
Sidewalk	Jefferson St	Sumter St	Bull St
Sidewalk	Lyon St	Gervais St	Washington St
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd
Sidewalk	Mildred Ave	Westwood Ave	Duke Ave
Sidewalk	School House Rd	Two Notch Rd	Ervin St
Sidewalk	Senate St	Gladden St	Kings St
Sidewalk	Shandon St	Wilmot St	Wheat St
Sidewalk	Wildwood Ave	Monticello Rd	Ridgewood Ave
Sidewalk	Windover St	Two Notch Rd	Belvedere Dr
Sidewalk	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd
Sidewalk	Koon	Melinda Road	Farmview Street
Sidewalk	Pinehurst	Harrison Road	Forest Drive
Sidewalk	Prospect	Wilmot Avenue	Yale
Sidewalk	Sunset	Elmhurst Road	River Drive
Sidewalk	Veterans	Garners Ferry Road	Wormwood Drive
Sidewalk	Veterans	Coachmaker Road	Coatsdale Road
Sidewalk	Percival Road	Forest Dr	Decker Blvd
Sidewalk	Polo Rd (7)	Two Notch Rd	Mallet Hill Rd
Sidewalk	Bluff Rd (8)	Rosewood Dr	Beltline Blvd
Sidewalk	Atlas Rd (9)	Fountain Lake Way	Garners Ferry Rd
Sidewalk	Broad River Rd (10)	Royal Tower Rd	Woodrow St
Sidewalk	Broad River Rd (11)	Lake Murray Blvd	Western Ln

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge
Bikeways	Harden St	Devine St	Rosewood Dr
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd
Bikeways	Two Notch Rd	Beltline Blvd	Parklane Rd
Bikeways	Hampton St	Pickens St	Harden St
Bikeways	Pendleton St	Lincoln St	Marion St
Bikeways	Sumter St	Washington St	Senate St
Bikeways	Beltline Blvd/Devine St	Rosewood Dr	Chateau Dr
Bikeways	Beltline Blvd	Forest Dr	Valley Rd
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne	Blossom St	Fort Jackson Blvd
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd
Bikeways	Edgefield St/Park St	Calhoun St	River Dr
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate	Millwood Ave	Beltline Blvd
Bikeways	Sumter St	Blossom St	Wheat St
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St
Bikeways	Saluda Ave	Wheat St	Greene St
Bikeways	Wheat St	Sumter St	Assembly St
Bikeways	Blossom St	Williams St	Huger St
Bikeways	Gervais St	450' west of Gist St	Gist St
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Beltline Blvd	Rosewood Dr	Devine St
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Percival Rd
Bikeways	Fort Jackson Blvd	Devine St	Newell Rd
Bikeways	Garners Ferry Rd	Rosewood Dr	True St
Bikeways	Gervais St	Park St	Millwood Ave
Bikeways	Oneil Ct	Decker Blvd	Parklane Rd
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd
Bikeways	Leesburg Rd	Garners Ferry Rd	Semmes Rd
Bikeways	Gervais St	Gist St	Huger St
Bikeways	Huger St	Blossom St	Gervais St
Bikeways	Shop Rd	Beltline Blvd	Pineview Dr
Bikeways	Blossom St	Assembly St	Sumter St
Bikeways	Bull St	Elmwood Ave	Victoria St
Bikeways	Main St	Elmwood Ave	Sunset Dr
Bikeways	Elmwood Ave	Wayne St	Proposed Greenway Connector
Bikeways	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd
Bikeways	Blythewood Rd	Winnsboro Rd	Main St
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr
Bikeways	Clemson Rd	Summit Pky	Percival Rd
Bikeways	Alpine Rd	Two Notch Rd	Percival Rd
Bikeways	Polo Rd	Two Notch Rd	640' south of Mallet Hill Rd
Bikeways	Clemson Rd	Brook Hollow Dr	Summit Pky
Bikeways	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Bikeways	Pickens St	Washington St	Rosewood Dr
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Greene St	Assembly St	Bull St
Bikeways	Bull St/Henderson St/Rice St	Wheat St	Heyward St
Bikeways	Blossom St	Huger St	Assembly St
Bikeways	Whaley St	Lincoln St	Pickens St
Bikeways	Whaley St	Lincoln St	Church St
Bikeways	Craig Rd	Harrison Rd	Covenant Rd
Bikeways	Shop Rd (12)	George Rogers Blvd	Northway Rd
Bikeways	Bluff Rd (13)	Berea Rd	Beltline Blvd
Bikeways	Shop Rd (14)	Northway Rd	Beltline Blvd
Bikeways	Bluff Rd (15)	Rosewood Dr	Berea Rd
Bikeways	Wilson Blvd (16)	I-77	Farrow Rd
Bikeways	Broad River Rd (17)	Woodrow St	I-26 (Exit 97)
Bikeways	Hardscrabble Rd (18)	Farrow Rd	Lee Rd
Bikeways	Hardscrabble Rd (19)	Lee Rd	Lake Carolina Blvd
Bikeways	Pineview Rd (20)	Bluff Rd	Garners Ferry Rd
Bikeways	Atlas Rd (21)	Bluff Rd	Garners Ferry Rd
Bikeways	Broad River Rd (22)	Royal Tower Rd	Woodrow St
Bikeways	Broad River Rd (23)	Lake Murray Blvd	Western Ln
Bikeways	Dutch Fork Rd (24)	Broad River Rd	Rauch Metz

Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the SCDOT that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the SCDOT. The County and the SCDOT agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the SCDOT's Program Manager, the following procedure will be adhered to by the County and the SCDOT. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the SCDOT will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING,DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Program Manager	District Engr. Administrator	Director of Transportation	2
			
Director of Preconstruction	Director of Construction	Director of Transportation	3
			
Dep. Secretary for Engineering	Dep. Secretary for Engineering	County Administrator	5

The Deputy Secretary for Engineering hall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the Deputy Secretary for Engineering be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.

March 17, 2015

RICHLAND COUNTY
RIGHT-OF-WAY POLICY

Dates of Adoption and Amendment Actions

- Adopted by Richland County Council March 17, 2015

INTRODUCTION

I. DESCRIPTION AND OVERVIEW

This Richland County Right of Way Policy (the "Policy") sets forth the right-of-way acquisition process and procedures for rights of way acquisitions by Richland County (hereinafter, the "County"). The procedures described herein shall follow where applicable the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Pub. L. 91-646, 42 U.S.C. §§ 4601 *et seq.*, and regulations there under, 49 C.F.R. Pt. 24, and the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-20, *et seq*. Within each section, additional manuals or policies may be referenced to provide guidance to the County.

The County generally follows South Carolina Department of Transportation ("SCDOT") right-of-way acquisition procedures. SCDOT right-of-way acquisition procedures comply with the South Carolina Eminent Domain Procedure Act. The County will comply with the *SCDOT Right-of-Way Manual* (latest edition) and associated manuals or documents and applicable federal and state laws and regulations. Specific procedures contained in SCDOT manuals may be referenced in this Policy. The County will also use SCDOT standard forms and documents to the extent practicable.

Right-of-way projects eligible for state and federal funding and maintenance are subject to the Intergovernmental Agreement between the County and SCDOT ("IGA"), and thereby require SCDOT involvement in the right-of-way acquisitions process. All activities related to the acquisition of rights-of-way for projects eligible for state and federal funding or maintenance will be in accordance with the terms of the IGA and applicable state and federal laws and regulations. The County will transfer the right-of-way for these eligible projects to SCDOT at the conclusion of the project.

This Policy does not supplant, enlarge or limit any rights, obligations or duties of the County under applicable federal and state laws or regulations or County ordinances relating to right-of-way acquisitions or the exercise of eminent domain or condemnation powers. Nor do the guidelines, processes or procedures contained herein establish a legal standard or give rise to private rights of action. To the extent this Policy conflicts with applicable federal or state laws or regulations or County ordinances, such laws, regulations, or ordinances control.

This Policy is organized into two sections for Right-of-Way Acquisition Procedures:

- Section 1: Projects eligible for State and Federal Funding and Maintenance
- Section 2: County Projects

It includes a description of operational procedures and provides discussion on the process by which right-of-way acquisition functions are to be accomplished.

II. PURPOSE

The purpose of the Policy is to streamline the right-of-way acquisition process by providing uniform guidance in the form of a published policy manual establishing standards, procedures and processes for right-of-way acquisitions and related activities.

No policy manual can be expected to cover all of the potential eventualities that might be encountered by County personnel involved with the right-of-way acquisitions process. This Policy sets forth general guidelines to be followed and is subject to change as may be deemed prudent. If a situation not specifically covered by this Policy should arise, County personnel should contact their immediate supervisor for guidance.

SECTION 1: PROJECTS ELIGIBLE FOR STATE & FEDERAL FUNDING AND MAINTENANCE

I. PREPARATION FOR ACQUISITION PROCEDURES

A. Right-of-Way Plan Review

The Right-of-Way Manager ("R/W Manager"), available SCDOT personnel, and County Director of Transportation or other appropriate County representative will physically visit and analyze the right-of-way project site to determine the following:

(1) Relocation of Landowners Displaced by the Transportation Project

(2) Acquisition/Negotiation

(3) Appraisal standard

The review and analysis will include a thorough discussion on the various aspects and implications of the selected route on right-of-way ("R/W") acquisitions including, but not limited to, any damages or diminution in value to the property remainder, costs to cure damages, benefits to the property, specialty appraisal requirements (signs, fixtures, equipment, *etc.*), if applicable.

After the review has been concluded, a meeting will be held with the Engineer of Record to present any recommended changes to the plans that may aid in the R/W acquisition process, yet not significantly compromise any other aspect of the project. Upon receipt of the final right-of-way plans, the R/W Manager will provide a final review to determine permission only parcels[1], acquisition parcels with and without permissions, and relocation parcels.

R/W parcels will be acquired in fee simple except where SCDOT and County may direct the acquisition of a R/W easement, in lieu of fee simple title, with respect to any portion of the R/W.

B. Agent Assignments

The R/W Manager will assign parcels to Agents based on experience and parcel complexity. Agents are employed by an entity to provide acquisition and relocation related services to individuals affected by R/W acquisitions. The Agents will familiarize themselves with the plans and will draft preliminary Landowner contact letters. The Agent will not deliver the contact letter or otherwise communicate with the Landowner[2] until receipt of the title opinion.

C. Request Title Opinions

Final R/W plans will be sent by the R/W Manager to the title attorney. The title attorney will examine title as directed by the R/W Manager. The R/W Manager's directions will be based on parcel

[1] A "permission" is a right to enter property for a stated purpose granted by the Landowner to the County. A "permission only" parcel is a parcel outside the right of way that the County may need to enter to perform work upon as part of the R/W project.

[2] "Landowner" as used throughout this Policy shall mean a Landowner as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12).

complexity, subject to the minimum requirements set forth in Section 1, Subsection II (Title Investigations/Opinion) of this Policy.

D. Request Cost Estimates

The R/W Manager will send the final R/W plans to a SCDOT Approved Appraiser requesting cost estimates based upon the R/W Manager's discretion as determined by the plan review. Cost estimates are a simplified version of an appraisal and are based on comparable sales located on or adjacent to the project site.

Once cost estimates are completed and reviewed by SCDOT designated personnel, it will be the responsibility of SCDOT to set just compensation for the cost estimates. Once just compensation has been set, offers can be made from the approved cost estimates on "non-complex" acquisitions under $20,000.00. However, state law provides that the Landowner has the right to require that an appraisal be made for any acquisition, regardless of the cost estimate amount. Any complex acquisitions as defined hereinafter will require an appraisal before an offer can be made for acquisitions.

E. R/W Exhibits

R/W exhibit(s) will be prepared for each parcel and will follow the criteria established by SCDOT in the *Instructional Guide for Rights of Way Exhibits*. The exhibit(s) will be presented on 8.5" x 14" legal size paper and contain, without limitation, the following:

- Horizontal alignment
- Property Lines
- Present R/W
- New R/W
- Area of acquisition highlighted
- Project identification or number
- Parcel (Tract) No.
- New roadway design
- Existing roadway topography

The exhibit(s) will be finalized and submitted to the R/W Manager for inclusion into the final R/W file.

II. TITLE INVESTIGATIONS/OPINIONS

The title attorney will provide a 40 year title investigation in order to establish property ownership prior to contacting any Landowners, as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12). The title search will conform to the R/W Manager's directions and the requirements set forth in this Policy and will consist of a thorough search of the tax assessor's records, deed records, Probate records, and other pertinent sources in order to determine the current ownership of each parcel. The title opinion will include, but not be limited to:

- Current Landowner
- Property tax information
- Mortgage(s) of record
- Miscellaneous liens (state, federal, *etc.*)
- Property owner deed(s) and plat(s)
- Easements of record

The title opinion will list all Landowners. Title opinions are effective for a period of 90 days. Should title opinions exceed 90 days prior to the actual acquisition, conclusion or condemnation of a parcel, the title attorney, at the request of the R/W Manager, will provide an updated title opinion. The updated title opinion, also effective for a period of 90 days, will include any new information regarding mortgage(s) of record and miscellaneous liens.

Upon receipt of the title opinion, the R/W Manager will review the title opinion, and if clarification is needed on any items, the R/W Manager will discuss these items with the title attorney. The title attorney will provide a revised title opinion as needed.

Prior to filing a condemnation notice with the Court, outside counsel has the discretion to update the title opinion as needed.

III. PRELIMINARY CONTACT WITH LANDOWNER

Agents will begin contacting Landowners as soon as possible after receipt of the title opinion from the R/W Manager. Agents will initiate the negotiation process by mailing a preliminary contact letter to the Landowner. This will allow the Landowner to schedule a meeting with the Agent at the Landowner's convenience. The Agent will include the following with the letter:

- Brief R/W project description
- Copy of the R/W plan sheets, highlighting the proposed acquisition on the Landowner's property
- Agent contact information

There are two types of acquisition parcels: Complex Acquisition[3] and Non-complex Acquisition[4]. Priority will be given to Complex Acquisitions. The following describes the Agent's initial meeting with the Landowner on these types of acquisitions:

A. Complex Acquisitions (Compensation to Property Owner > $20,000)

During the preliminary contact, the Agent will meet with the Landowner onsite, when reasonably possible, to discuss:

- Title information
- Property lines
- Proposed improvements
- R/W acquisition
- R/W appraisal process
- Relocation process and assistance, if applicable

A copy of the SCDOT "Highways and You" booklet will be provided to each Landowner. This booklet contains additional information on the R/W acquisition process. The Agent will also perform an onsite field review with the Landowner and provide a copy of the R/W plan sheet(s).

If permissions are required for the parcel, the Agent will obtain a signed permission form during the preliminary contact. If the Landowner is not willing to grant a specific permission, it may be necessary to convert the permission(s) to right-of-way prior to requesting the appraisal.

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[3] A "complex" acquisition as used throughout this Policy means an acquisition of property valued in excess of $20,000; occupied parcels; parcels that may require significant appraisal time or engineering modifications or studies; parcels that may become improved tracts due to R/W impacts; parcels that are heirs' property; parcels that are under guardianship; parcels where guardians must be appointed because one or more of the Landowners of the parcel are minors or are incapacitated; parcels that may be subject to bankruptcy or probate proceedings; properties subject to leasehold interests; and other parcel acquisition deemed complex by Director of Transportation or other appropriate County representative.

[4] A "non-complex" acquisition as used throughout this Policy means an acquisition of property valued at $20,000 or less that is not otherwise complex.

The Agent will not make an offer during the preliminary contact on a complex acquisition, but will inform the Landowner that an appraisal will be ordered, and the Landowner may be present while the appraiser inspects the property.

B. Non-complex Acquisitions (Compensation to Property Owner ≤ $20,000)

The preliminary contact by the Agent will include the items listed under Complex Acquisitions; however, the Agent will make an offer to the property owner based on a cost estimate of just compensation set by SCDOT. The Agent will explain that the Landowner may request an appraisal, and the appraised offer may supersede the cost estimate offer, even if the cost estimate offer is more than the appraised offer.

During the preliminary contact with the Landowner, if it is apparent that the Landowner does not understand how the new R/W acquisition will affect the property, it may be necessary to have the present and new R/W limits staked prior to the Agent meeting with the Landowner again. Under such circumstances, the Agent may recommend R/W staking for the specific parcel to the R/W Manager, and the R/W Manager may coordinate the R/W staking with the surveyor. If the County prefers, the present and new R/W limits for the entire project may be staked prior to the Agents making preliminary contact with Landowners. This may be necessary on controversial projects, or if during the public involvement process, multiple R/W questions are submitted.

IV. NEGOTIATIONS

The negotiations with the Landowner will adhere to applicable state and federal laws and regulations and the *SCDOT Acquisition Manual*. As such, the R/W Manager will maintain a negotiations record on a parcel-by-parcel basis. The record will be kept in a permanent form and completed within a reasonable time after each contact with the Landowner. The record shall be signed and dated by the assigned Agent.

The negotiation record will include:

- Correspondence between the Agent and Landowner
- Correspondence between the R/W Manager, County personnel involved in R/W acquisitions, Engineer of Record, and others
- Title Opinion
- Initial offer and counteroffer(s) (if any) based on approved Cost Estimates/Appraisals
- Cost Estimate/Appraisal
- R/W Exhibit
- Administrative Adjustment letter
- Settlement Approval letter or Letter Recommending Condemnation

The Agents, following the preliminary contact with the Landowner, will:

A. Make Offer

The majority of offers are usually made and negotiated in person between the Agent and Landowner.

All offers will be made subject to the approval authority established by County Council. County Council may revise, alter, or amend this approval authority from time-to-time in its sole discretion.

The County Director of Transportation or other appropriate County representative will review proposed settlements. If necessary due to the established approval authority, the County Director

of Transportation or other appropriate County representative must seek and secure additional approval to settle the matter.

Offer Process

- Complex Acquisitions: Hand-deliver appraisal offer letter to Landowner onsite with copy of appraisal

1) Appraisals

Only SCDOT approved appraisers will be used to perform appraisals for rights of way acquisitions by the County. Each appraisal will comply with applicable state and federal laws and regulations, SCDOT policies and procedures, and the Uniform Standards of Professional Appraisal Practices ("USPAP").

The R/W Manager will assign parcels to the appraiser based on appraisers' ability and experience in appraising particular types of property. The appraiser's ability to testify successfully in court for the condemning authority will also be a consideration on parcels involving potential problems or complex issues.

The R/W Manager will contract with appraisers on a project or parcel basis with the appraisals due at an agreed upon time or in an appropriate time frame to facilitate the R/W project. The appraisers will transmit the completed appraisals to the reviewing appraiser, and at the same time, a copy of the transmittal letter and appraisal will be sent to the R/W Manager to allow the status of appraisals and appraisal reviews to be accurately monitored.

2) Review Appraisals

Only SCDOT approved appraisers will be used to perform review appraisals for rights of way acquisitions by the County. The review will comply with applicable state and federal laws and regulations, SCDOT policies and procedures, and the USPAP.

The reviewer will check each appraisal for compliance with applicable state, federal, SCDOT, and USPAP requirements and appropriate items of compensation, and will verify that the appraisal does not contain arbitrary or speculative adjustments. The accuracy of mathematics, reasoning and logic, and overall support for the value conclusion will be reviewed thoroughly. The review appraiser will provide the R/W Manager a Review Appraisal Report, Appraisal Review Summary, and a recommended just compensation offer for the property to be acquired.

The R/W Manager will submit the appraisal and review appraisal packages to SCDOT. Based on the recommendations of the review appraiser, SCDOT designated personnel will provide a response to the recommendation and set just compensation accordingly.

The R/W Manager will "spot review" the appraisals, appraisal reviews, and other information provided by the appraiser and review appraiser on a random basis as a quality assurance measure.

3) Relocation Assistance Program

Whenever an acquisition requires the relocation of a Landowner, the Relocation Assistance Program will be administered by the County in accordance with applicable state and federal laws and regulations and the *SCDOT Relocation Assistance Manual*. Qualified Relocation Agents will perform relocation activities.

The Relocation Agent, appointed by the R/W Manager, will make a R/W project relocation assessment consisting, without limitation, of:

- An analysis of the needs of residential displacee based on: the number of occupants residing in the dwelling; family size, age and gender; occupancy status (owner or tenant); the condition of the present dwelling and whether or not it meets required housing conditions; income of the household; citizenship verification; distances to employment, shopping, public facilities, *etc.*; and any special circumstances, including physical disabilities or special education needs for children.
- An analysis of the replacement housing resources available to accommodate the needs of those being displaced. The analysis will consider housing for sale and for rent.
- A review of the market for those displacees with special or unique requirements. Last Resort Housing will be considered where needed.
- A review of other Federal and local programs which may assist in providing advisory assistance and other financial assistance to displacees.
- An analysis of the needs of any businesses to be displaced.

It is important that potential displacees be contacted to review the relocation process and issues that may affect their relocation with them. For those persons unable to speak or understand English, either bilingual agents will be available or a translation service will be utilized.

Relocation Agents will also perform the following non-exclusive services:

- Provide listings of comparable replacement property for sale and rent. Listings will include the name of the realtor, seller or landlord who has the available property.
- Work with realtors and lenders to explain the relocation assistance program and how each displacee's entitlements will be paid.
- Provide transportation and assistance in getting to properties that are for sale or for rent to those displacees who have no means of transportation.
- Perform decent, safe, and sanitary inspections of properties listed as comparable replacement alternatives and housing selected by the displacees.
- Verify the dwelling being occupied (either purchased or rented) meets local housing codes and ordinances and the minimum decent, safe, and sanitary regulations.
- When replacement property is purchased, attend the closing to assist the displacee and deliver the appropriate payment.
- Assist residential displacees with commercial movers when they choose to move on an actual cost basis.
- Interview the owner of a business operation to determine what special needs may be required to accommodate the business at a new location.

- Assist the business in working with local zoning requirements to obtain permits and licenses for relocation of their business.

The Relocation Agent will prepare the relocation benefit computations and supporting documentation and submit to the R/W Manager. If the R/W Manager approves the relocation package, the R/W Manager will forward it to the SCDOT Right-of-Way Office with a recommendation for approval. Once SCDOT approves, the Relocation Agent will make an offer to the displacee for any applicable relocation benefits/assistance.

- Non-complex Acquisitions: Initial offer was made during preliminary contact with the property owner based on the Cost Estimate Offer (Compensation to Landowner < $20,000). If the Landowner elected to have an appraisal completed, it would follow the process shown under the Complex Acquisitions.

Offers by mail may be used on specific parcels where it appears feasible to do so. A packet containing information required by *SCDOT Right-of-Way Policies and Procedures Manual* and any other information pertinent to the particular parcel will be mailed to the Landowner by certified mail. If a copy of the appraisal has been previously requested by the Landowner, it will be included in the packet. The letter will contain the address and phone number of the agent and will advise the Landowner that the agent will answer any questions and/or set up an appointment to discuss matters at a specific time.

Providing specific information to the Landowner in advance of the meeting with the Agent allows the Landowner time to review the offer and the effects of the acquisition on the property, and therefore be better prepared to discuss the acquisition with the Agent. Due to the complexities of the relocation assistance program, negotiations by mail will not be used for parcels on which owner-occupied structures are located. In addition, the negotiations by mail will not be used on parcels involving complex issues as determined by the R/W Manager.

B. Offer Accepted or Countered

1) Initial Offer Accepted

Once the initial offer is accepted, the Agent will prepare a negotiation package ("Negotiation Package") and submit it to the R/W Manager. The Negotiation Package will include the following:

- The form of any proposed titles to real estate, easements, releases for encumbrances, or any other interest in real estate that may be required
- Signed form verifying social security or tax identification number of Landowner(s)
- R/W exhibit(s)
- Request for payment form
- Acceptance of Offer form signed by the Landowner and any Lienholder (*See* Attachment 1)

The Agent may have the transfer documents, permissions, and/or releases signed by the Landowner if the property is being granted "gratis". Copies of the signed documents will be submitted to the R/W Manager. The R/W Manager will record the signed documents with the appropriate Register of Deeds, and will retain such documents for transfer to SCDOT at a later date.

2) Counteroffer

On the majority of acquisitions, the initial offer is countered by the Landowner. The Agent will consider the Landowner's counteroffer. The Agent will discuss the counteroffer with the R/W Manager prior to the Agent making a best effort to negotiate a settlement with the Landowner. If necessary and in the best interest of the County, the Agent and the R/W Manager will discuss whether or not to increase the offer in order to reach an "Administrative Settlement" with the Landowner. In support of a proposed Administrative Settlement, the Landowner must provide a legitimate reason and/or documentation for the increase in the offer amount.

The Administrative Settlement process is monitored by SCDOT, and SCDOT must approve the negotiated amount above the initial offer. The Administrative Settlement authority is subject to the authority amounts established by the Richland County Council.

Following settlement with the Landowner, the R/W Manager will prepare documentation for the file noting the Administrative Settlement. The R/W manager, SCDOT designee, and County Director of Transportation or other appropriate County representative must sign the documentation.

Once the counteroffer has been accepted by the Landowner, the Agent will submit a Negotiation Package to the R/W Manager.

V. FINALIZE NEGOTIATIONS

Finalizing negotiations is a two-step process. The first step is requesting issuance of a check in payment of the compensation due to the Landowner, and the second step is the transfer of title from the Landowner to the County concurrently with delivery of the check to the Landowner.

A. Payment Process

The R/W Manager will forward the Negotiation Package to the County Director of Transportation or other appropriate County representative requesting issuance of the required check made payable to the Landowner. Typically several payment forms will be bundled into one request and submitted bi-monthly to the County designee for processing.

B. Transfer of Title

At closing of the transaction for the property interest being acquired, the Agent will obtain execution of documents by the Landowner conveying to the County fee simple title, easement(s), required releases for encumbrances, or other required property interests. Title will be conveyed to the County, free and clear of liens and encumbrances, except permitted encumbrances. Concurrently with the execution of such documents, the Agent will deliver to the Landowner a check in the appropriate amount as compensation for the R/W acquisition. Once the transaction has been closed, the R/W Manager will record documents transferring property interests to the County with the appropriate Register of Deeds. The documents conveying title shall be retained by the R/W Manager for transfer to SCDOT at a later date.

Upon completion of construction of the R/W project by the contractor and acceptance of completion of construction by SCDOT and County, the R/W Manager will convey title to rights-of-way acquired for the project to the SCDOT, as required.

VI. CONDEMNATION/EMINENT DOMAIN

Condemnation actions and the exercise of the state's eminent domain powers are governed by the Constitution of the State of South Carolina, the South Carolina Eminent Domain Procedure Act, and applicable federal laws and regulations. The South Carolina Eminent Domain Procedure Act sets forth the exclusive procedures for the exercise of eminent domain power in this State. S.C. Code Ann. 28-2-20, -60, and -210. To the extent this policy conflicts with this Act, the Act controls.

All possible efforts within the County's scope of work will be made to avoid condemnation actions. Where possible, a minimum of two (2) personal contacts, no less than three (3) overall contacts, and additional contacts as needed will be made with the Landowner in a timely manner in an effort to negotiate the purchase of the necessary right-of-way.

Most condemnations involve the Landowner's disagreement with the just compensation offer. Prior to filing the condemnation action, a senior Agent, the R/W Manager, and/or another designated person will contact the Landowner personally or by letter in an effort to settle the case. The Landowner will be requested to provide a value estimate of the property being acquired, along with any supporting documentation and data, for consideration of additional compensation.

Information provided by the Landowner will be reviewed by the R/W Manager, who may solicit input from the appraiser, review appraiser, negotiator, engineer, or others. If a higher offer is determined to be justified, approval will be requested from SCDOT designated personnel and County Director of Transportation or other appropriate County representative. If a problem may be solved by a change in the plans, the Engineer of Record and R/W Manager will be consulted to determine if there are any engineering solutions that will resolve the issues. Changes that do not significantly compromise any other aspect of the project may be made where possible.

Before condemnation action is initiated on those parcels with title problems,[5] the Agent will make every effort to clear title and avoid condemnation.

Mediation may be considered as an alternate solution to condemnation actions on a case-by-case basis, if time allows. The Director of Transportation or appropriate County representative and appropriate SCDOT personnel must approve the use of the mediation process. The County will be responsible for the costs associated with mediation.

In the event condemnation appears imminent, the R/W Manager will request approval to initiate a condemnation action from SCDOT designated personnel and County Director of Transportation or other appropriate County representative. Both SCDOT and County Director of Transportation or other appropriate County representative must approve initiation of a condemnation action. A list of parcels that appear to require condemnation ("Parcel List") will be provided to SCDOT designated personnel and County Director of Transportation or other appropriate County representative. The Parcel List will include the following for each parcel:

- Project identification or name
- Landowner's contact information, or contact information for Landowner's counsel, if known or designated
- Tax map number
- R/W exhibits

[5] Parcels with "title problems" include, without limitation, property with defective title, clouds on the title, or other issues that may render title unmarketable.

- Offer or counteroffer for the new right-of-way
- Reason for moving forward with the condemnation request

The County Director of Transportation or other appropriate County representative will recommend to SCDOT and County Council whether or not condemnation actions should be initiated on some or all of the properties identified in the Parcel List. SCDOT and County Council must approve all condemnation actions.

Upon approval from SCDOT and County Council to initiate a condemnation action, the R/W Manager will prepare an Acquisition File for each parcel to be condemned. In addition to the information contained in the Parcel List, the Acquisition File will include:

- Copy of the appraisal or cost estimate
- The title opinion
- A legal description of the property being acquired as right of way
- The plan sheets showing the property to be acquired
- The Negotiation Record (see Section 1, Subsection IV)
- Any information regarding Relocation Assistance, if applicable
- The contact information for the Engineer the R/W Manager has designated to work with the attorneys in the preparation and potential trial of the condemnation case

The R/W Manager will review the Acquisition File for verification of details regarding title, appraisal, appraisal review, negotiation, and any other pertinent correspondence. After the review, the R/W Manager will transmit the Acquisition File and other necessary paperwork to the County's designated condemnation attorney. The R/W Manager will also provide the condemnation attorney with a complete set of R/W construction plans for each project where R/W acquisition is occurring by condemnation.

The condemnation attorney may, but is not required to, initiate additional negotiations with the Landowner to settle the matter before filing the Condemnation Notice with the appropriate Clerk of Court and initiating a condemnation action. If the condemnation attorney cannot settle with the Landowner, or unless otherwise instructed by the County Director of Transportation or other appropriate County representative, the condemnation attorney will proceed with filing Notice of Condemnation and initiating a condemnation action. Nothing in this section, limits the ability of the condemnation attorney to attempt to settle the property after commencement of the condemnation action and present proposed settlement terms to SCDOT and the County for consideration and approval.

Upon conclusion of the condemnation action, the condemnation attorney will send the recorded transfer documents conveying title of the R/W acquisition to the County to the Director of Transportation or other appropriate County representative and the R/W Manager, with copies going to the County legal office. The R/W Manager will retain such documents for transfer to SCDOT at a later date.

VII. RIGHT-OF-WAY CERTIFICATION

Before a project can be advertised for construction bids, County must provide SCDOT, and to the Federal Highway Administration ("FHWA"), if applicable, with certification that all necessary rights of way have been acquired for the project. Acquisition may be by signed easement, executed title to real estate, or by filing of notice and tender of payment with the County Clerk of Court.

Should a conditional right-of-way certificate be submitted, a clear certificate shall be issued upon completion of the acquisition and/or relocation as reflected within the conditional certificate and submitted to SCDOT, the County, and FHWA. This procedure is required for right-of-way projects

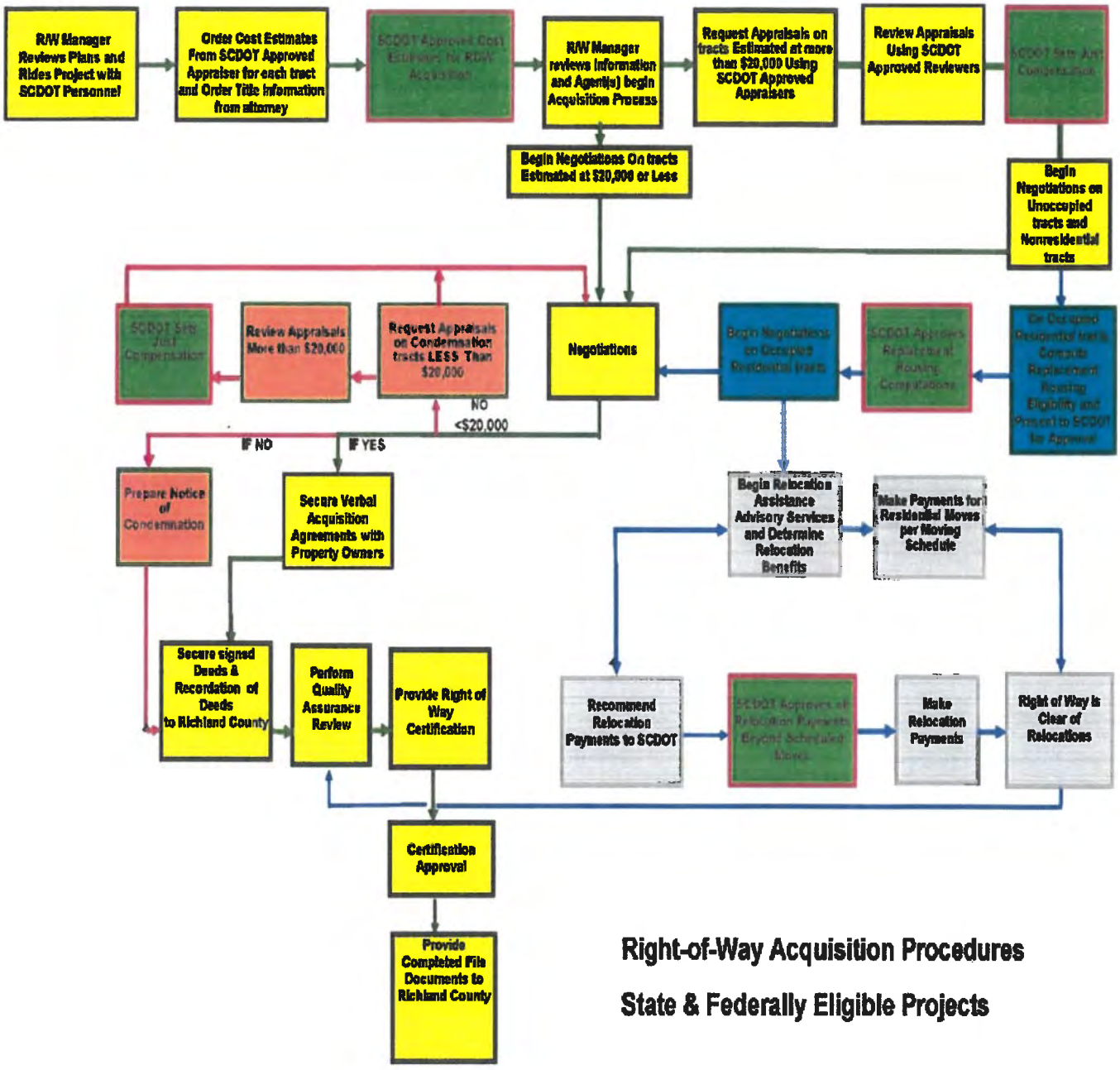
utilizing state and federal funds including projects utilizing present right-of-way, Local Public Agency (LPA) Projects, *etc.*

Prior to providing a right-of-way certification to SCDOT, the R/W Manager will perform quality control/quality assurance (QC/QA) in order to verify that all rights of way have been acquired. Following the QC/QA Process, The R/W Manager will provide SCDOT, the County and, if applicable, to FHWA, a Right-of-Way Certification for the project verifying that all necessary rights-of-way have been acquired and the project is ready for construction.

Right of Way Certification must be approved by SCDOT before a project can be advertised for construction bids.

VIII. RECORDS

During the course of the project, the R/W Manager will maintain files and a comprehensive spreadsheet listing of each parcel secured for a project. At the completion of a project, SCDOT and the County will be provided with a set of files and Final Right-of-Way plans annotated to show the date and manner of acquisition of each parcel. Once a project has been completed, and approval of final inspection by SCDOT and/or the County has been completed, the R/W Manager will prepare a title to real estate listing each parcel of land that was secured for the project originally in the County's name in order to convey the necessary right-of-way back to the SCDOT. Once appropriate signatures have been obtained, the R/W Manager will have the title to real estate and R/W exhibit recorded in the Richland County Register of Deeds office after which the title to real estate along with a set of the final project plans and comprehensive spreadsheet will be delivered to the SCDOT. County will retain records of R/W acquisitions as appropriate.


R/W Manager Reviews Plans and Rides Project with SCDOT Personnel
Order Cost Estimates From SCDOT Approved Appraiser for each tract and Order Title Information from attorney
SCDOT Approved Cost Estimates for R/W Acquisition
R/W Manager reviews information and Agent(s) begin Acquisition Process
Request Appraisals on tracts Estimated at more than $20,000 Using SCDOT Approved Appraisers
Review Appraisals Using SCDOT Approved Reviewers
SCDOT Sets Just Compensation
Begin Negotiations On tracts Estimated at $20,000 or Less
Begin Negotiations on Unoccupied tracts and Nonresidential tracts
SCDOT Sets Just Compensation
Review Appraisals More than $20,000
Request Appraisals on Condemnation tracts LESS Than $20,000
Negotiations
Begin Negotiations on Occupied Residential tracts
SCDOT Approves Replacement Housing Computations
On Occupied Residential tracts Compute Replacement Housing Eligibility and Present to SCDOT for Approval
NO
<$20,000
IF NO
IF YES
Prepare Notice of Condemnation
Secure Verbal Acquisition Agreements with Property Owners
Begin Relocation Assistance Advisory Services and Determine Relocation Benefits
Make Payments for Residential Moves per Moving Schedule
Secure signed Deeds & Recordation of Deeds to Richland County
Perform Quality Assurance Review
Provide Right of Way Certification
Recommend Relocation Payments to SCDOT
SCDOT Approves of Relocation Payments Beyond Scheduled Limits
Make Relocation Payments
Right of Way is Clear of Relocations
Certification Approval
Provide Completed File Documents to Richland County
Right-of-Way Acquisition Procedures
State & Federally Eligible Projects

SECTION 2: RICHLAND COUNTY PROJECTS

This section covers all projects owned by Richland County ("County") and for which funds from SCDOT or FHWA will not be utilized. This section covers activities including from receipt of the signed Final Right-of-Way Plans and Notice to Proceed for the acquisition process to securing and certifying right-of-way for County-owned and County managed projects.

During the development of a greenway[6] project, the Engineer of Record, R/W Manager, and County Director of Transportation or other appropriate County representative will meet with the Landowner to determine the potential alignment of the greenway on their property. These discussions may be ongoing until the project is ready for construction. The right-of-way documentation for a greenway project will follow the procedures in this section.

These procedures will be used by the R/W Manager in the acquisition of rights-of-way by the County. The procedures follow the South Carolina Eminent Domain Procedures Act. The R/W Manager will use County standard forms and documents to the extent practicable.

I. PREPARATION FOR ACQUISITION PROCEDURES

A. Right-of-Way Plan Review

The Right-of-Way Manager ("R/W Manager") and County Director of Transportation or other appropriate County representative will physically visit and analyze the project to determine the following:

(1) Relocation of Landowners Displaced by the Project

(2) Acquisition/Negotiation

(3) Appraisal standard

The review and analysis will include a thorough discussion on the various aspects and implications of the selected route on Right-of-Way ("R/W") acquisitions, including, but not limited to any damages or diminution in value to the property remainder, costs to cure damages, benefits to the property, specialty appraisal requirements (signs, fixtures, equipment, *etc.*), if applicable.

After the review has been concluded, a meeting will be held with the Engineer of Record to present any recommended changes to the plans that would aid in the R/W acquisition process, yet not significantly compromise any other aspect of the project. Upon receipt of the final right-of-way plans, the R/W Manager will provide a final review to determine permission only parcels, acquisition parcels with and without permissions, and relocation parcels (if applicable).

R/W parcels will be acquired in fee simple except where County may direct the acquisition of a R/W easement, in lieu of fee simple title, with respect to any portion of the R/W.

[6] A "greenway" is generally a multi-use pathway for non-motorized transportation along natural and manmade linear spaces such as rail and highway rights-of-way, river corridors, waterfront spaces, parklands, or city streets.

B. Agent Assignments

The R/W Manager will assign parcels to Agents based on experience and parcel complexity. Agents will familiarize themselves with the plans and will draft preliminary Landowner contact letters. The Agent will not deliver the contact letter or otherwise communicate with the Landowner until receipt of the title opinion.

C. Request Title Opinions

Final R/W plans will be sent by the R/W Manager to the title attorney. The title attorney will examine title as directed by the R/W Manager. The R/W Manager's directions will be based on parcel complexity, subject to the minimum requirements set forth in Section 2, Subsection II (Title Investigations/Opinions) of this Policy.

D. R/W Exhibit

The R/W exhibit(s) is prepared for each parcel and follows the criteria established by SCDOT in the *Instructional Guide for Rights of Way Exhibits*. The exhibit is presented on 8.5" x 14" legal size paper and contains the following, but not limited to:

- Horizontal alignment
- Property Lines
- Present R/W
- New R/W
- Area of obtain highlighted
- Parcel (Tract) No.
- New roadway design
- Existing roadway topography

The exhibit will be finalized, based on the Agent's negotiations, and submitted to the R/W Manager and Agent for inclusion into the final R/W package.

II. TITLE INVESTIGATIONS/OPINIONS

The title attorney will provide a 40 year title investigation in order to establish property ownership prior to contacting any Landowners, as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12). The title search will conform to stated requirements and will consist of a thorough search of the tax assessor's records, deed records, Probate records, and other pertinent sources in order to determine the current ownership of each parcel. The title opinion will include, but not be limited to:

- Current Landowner
- Property tax information
- Mortgage(s) of record
- Miscellaneous liens (state, federal, *etc.*)
- Landowner deed(s) and plat(s)
- Easements of record

The title opinion will list all Landowners. Title opinions are effective for a period of 90 days. Should title opinions exceed 90 days prior to the actual acquisition, conclusion or condemnation of a parcel, the title attorney, at the request of the R/W Manager, will provide an updated title opinion. The updated title opinion, also effective for a period of 90 days, will include any new information regarding mortgage(s) of record and miscellaneous liens.

Upon receipt of the title opinion, the R/W Manager will review the title opinion, and if clarification is needed on any items, the R/W Manager will discuss these items with the title attorney. The title attorney will provide a revised title opinion as needed.

Prior to filing a condemnation notice with the Court, outside counsel has the discretion to update the title opinion as needed.

III. PRELIMINARY CONTACT WITH LANDOWNER

Agents will begin contacting Landowners as soon as possible after receipt of the title opinion from the R/W Manager. Agents will initiate the negotiation process by mailing a preliminary contact letter to the Landowner. This will allow the Landowner to schedule a meeting with the Agent at the Landowner's convenience. The Agent will include the following with the letter:

- Brief R/W project description
- Copy of the R/W plan sheets, highlighting the proposed acquisition on the Landowner's property
- Agent contact information

During the preliminary contact, the Agent will meet with the Landowner onsite, when reasonably possible, to discuss:

- Title information
- Property lines
- Proposed improvements
- R/W acquisition
- R/W appraisal process, if utilized
- Relocation process and assistance, if applicable

If permissions are required for the parcel, the Agent will obtain a signed permission form during the preliminary contact. If the Landowner is not willing to grant a specific permission, it may be necessary to convert the permission(s) to R/W.

During the preliminary contact with the Landowner, if it is apparent that the Landowner does not understand how the new R/W acquisition will affect the property, it may be necessary to have the present and new R/W limits staked prior to the Agent meeting with the Landowner again. Under such circumstances, the Agent may recommend R/W staking for the specific parcel to the R/W Manager, and the R/W Manager may coordinate the R/W staking with the surveyor. If the County prefers, the present and new R/W limits for the entire project may be staked prior to the Agents making preliminary contact with Landowners. This may be necessary on controversial projects, or if during the public involvement process, multiple R/W questions are submitted.

IV. NEGOTIATIONS

In the majority of the County's acquisitions, the necessary right-of-way is obtained "gratis"; however, County, at its discretion, may utilize the appraisal process and appraisal review process, as necessary to settle with a Landowner prior to recommending condemnation.

The negotiations with the Landowner will adhere to applicable laws and regulations. As such, the R/W Manager will maintain record of negotiations on a parcel-by-parcel basis. The record will be kept in a permanent form and completed within a reasonable time after each contact with the

property owner. The record shall be signed and dated by the assigned Agent and transmitted to the R/W Manager.

The negotiation record will include:

- Correspondence between the Agent and Landowner
- Correspondence between the R/W Manager, County personnel involved in R/W acquisitions, Engineer of Record, and others
- Title Opinion
- Initial offer and counteroffer(s) (if any) based on approved
- Signed title to real estate or Letter Recommending Condemnation

When permitted by County, "negotiations by mail" may be used on specific parcels where it appears feasible to do so. A packet containing information pertinent to the particular parcel will be mailed to the Landowner by certified mail. The letter will contain the address and phone number of the Agent and will advise the owner that the Agent will answer any questions and/or set up an appointment to discuss matters at a specific time.

Providing specific information to the Landowner in advance of the meeting with the agent allows the Landowner time to review the offer and the effects of the acquisition on the property, and therefore, be better prepared to discuss the acquisition with the Agent.

Due to the complexities of the relocation assistance program, negotiations by mail will not be used for parcels on which owner-occupied structures are located. In addition, the negotiations by mail will not be used on other parcels involving complex issues as determined by the R/W Manager.

When an appraisal is requested, at Richland County's discretion or if the County designee is recommending an appraisal prior to condemnation, Agents, following the preliminary contact with the Landowner, will:

A. Make Offer

The majority of offers will usually be made and negotiated in person between the Agent and Landowner. The following describes the process:

All offers will be made subject to the approval authority established by County Council. County Council may revise, alter, or amend this approval authority from time-to-time at its sole discretion.

The County Director of Transportation or other appropriate County representative will review proposed settlements. If necessary, due to the established approval authority, the County Director of Transportation or other appropriate County representative must seek and secure additional approval to settle the matter.

Offer Process:

1) Appraisals
In the event an appraisal is necessary, the R/W Manager will request an appraiser from the Director of Transportation or other appropriate County representative to perform a specific appraisal. The appraiser should be selected from the County's approved list of appraisers. Each appraisal will comply with the requirements of Richland County's policies and procedures and Uniform Standards of Professional Appraisal Practices ("USPAP"). The

County may use an outside appraiser if the appraiser is listed on the County's approved list of appraisers.

2) Review Appraisals, if utilized
If the appropriate review is performed, it will comply with the requirements of the County's policies and procedures and USPAP.

The reviewer will check each appraisal for compliance with applicable County and USPAP requirements and appropriate items of compensation and will verify the appraisal does not contain arbitrary or speculative adjustments. The accuracy of mathematics, reasoning and logic, and overall support for the value conclusion will be reviewed thoroughly. The reviewer will provide the R/W Manager and County designated personnel a Review Appraisal Report, and Appraisal Review Summary, and a recommended just compensation offer for the property to be acquired. The documents will comply with applicable regulations.

Upon acceptance of the appraisal, the appropriate County authority will set just compensation.

For purposes of quality assurance, the R/W Manager may review the appraisals, appraisal reviews, and other information provided by the appraiser and reviewer on a random basis.

B. Offer Accepted or Countered

1) Initial Offer Accepted

Once an initial offer is accepted, the Agent will prepare a negotiation package ("Negotiation Package") and submit it to the R/W Manager. The Negotiation Package will include the following:

- The form of any proposed titles to real estate, easements, releases for encumbrances, or any other interest in real estate that may be required
- Signed form verifying social security or tax identification number of Landowner(s)
- R/W exhibit(s)
- Request for payment form
- Acceptance of Offer form signed by the Landowner and any Lienholders (see Attachment 1)

The Agent may have the transfer documents, permissions, and/or releases signed by the Landowner if the property is being granted "gratis." Copies of the signed documents will be submitted to the R/W Manager. The R/W Manager will record the signed documents with the appropriate Register of Deeds, and will retain such documents for transfer to another entity, if required, at a later date. For example, greenway property may be transferred to an entity which has accepted the permanent maintenance obligation for that property.

2) Offer Countered

If the initial offer is countered by the Landowner, the Agent will listen to the Landowner's counteroffer. The counteroffer will be discussed with the R/W Manager and the County Director of Transportation or other appropriate County representative prior to the Agent making a best effort to negotiate a settlement with the Landowner. If necessary and in the best interest of the County, the Agent and the R/W Manager will discuss whether or not to increase the offer in order to reach a settlement with the Landowner. The Landowner must provide a legitimate reason and/or documentation for the increase in the offer amount.

Following settlement with the Landowner, the R/W Manager will prepare documentation for the file noting the revised offer. The documentation must be signed by the R/W Manager and County Director of Transportation or other appropriate County representative.

Once the counteroffer has been accepted with the Landowner, the Agent will submit a Negotiation Package to the R/W Manager.

V. FINALIZE NEGOTIATIONS

Generally, the County will only acquire rights-of-way "gratis" from the Landowner. However, if the County agrees to compensate the Landowner for the new R/W, then County will follow both processes listed below:

A. Payment Process, if required for requested appraised properties

The R/W Manager will forward the final Negotiation Package, as set forth in Section 2, Subsection IV.B (Offer Accepted or Countered) to the County Director of Transportation or other appropriate County representative requesting payment to the Landowner.

Upon parcel settlement approval, the R/W Manager will submit the finalized request to the County Director of Transportation or other appropriate County representative for payment. Typically several payment forms will be bundled into one request and submitted bi-monthly to the County designee for processing.

B. Transfer of Title

The Agent will obtain execution of documents conveying title to the County. The Agent will deliver to the Landowner a check in the appropriate amount as compensation for the R/W acquisition. The R/W Manager will record such documents with the appropriate Register of Deeds, and deliver executed and copies of recorded documents to the County legal office. Title will be conveyed to the County, free and clear of liens and encumbrances, except permitted encumbrances. Upon completion of construction of the R/W project by the contractor and acceptance of completion of construction by County Council, the R/W Manager will convey title of rights-of-way from the County to another entity, if required.

VI. CONDEMNATION/EMINENT DOMAIN

Condemnation actions and the exercise of the state's eminent domain powers are governed by the Constitution of the State of South Carolina, the South Carolina Eminent Domain Procedure Act, and applicable federal laws and regulations. The South Carolina Eminent Domain Procedure Act sets forth the exclusive procedures for the exercise of eminent domain power in this State. S.C. Code Ann. §§ 28-2-20, -60, and -210. To the extent this policy conflicts with this Act, the Act controls.

All possible effort within the County's scope of work will be made to avoid condemnation. Where possible, a minimum of two (2) personal contacts, no less than three (3) overall contacts, and additional contacts as needed will be made with the Landowner in a timely manner in an effort to negotiate the acquisition of the necessary right-of-way.

If a problem may be solved by a change in the plans, the Engineer of Record and Right-of-Way Manager will be consulted to determine if there are any engineering solutions that will resolve the

issues. Changes that do not significantly compromise any other aspect of the project may be made where possible.

Before condemnation is initiated on those parcels with title problems, the Agent will make every effort to clear title and avoid condemnation.

Mediation may be considered as an alternate solution to condemnation actions on a case-by-case basis, if time allows. The Director of Transportation or other appropriate County representative must approve the use of the mediation process. The County will be responsible for the costs associated with mediation.

In the event condemnation appears imminent, the R/W Manager will request approval to initiate a condemnation action from the County's Representative, Director of Transportation or other appropriate County representative, or Deputy Director of Transportation or other appropriate County representative, as necessary. A list will be provided for County Council's approval identifying parcels for condemnation ("Parcel List"). The following information will be provided for each parcel on the Parcel List:

- Project identification or name
- Parcel number
- Landowner's contact information, or contact information for Landowner's counsel, if known or designated
- Tax map number
- R/W exhibits
- Offer or counteroffer for the new right-of-way
- Amount of the right-of-way needed for the project
- Reason for moving forward with the condemnation request

Upon County Council's approval to initiate a condemnation action, the R/W Manager will prepare an "Acquisition File" for each parcel to be condemned. In addition to the information contained in the Parcel List, the Acquisition File will include:

- Copy of the appraisal or cost estimate
- The title opinion
- A legal description of the property being acquired as right of way
- The plan sheets showing the property to be acquired
- The Negotiation Record (see Section 2, Subsection IV)
- Any information regarding Relocation Assistance, if applicable
- The contact information for the Engineer the R/W Manager has designated to work with the attorneys in the preparation and potential trial of the condemnation case

The R/W Manager will review the Acquisition File for verification of details regarding title, appraisal, appraisal review, negotiation, and any other pertinent correspondence. After the review, the R/W Manager will transmit the Acquisition File and other necessary paperwork to the County's designated condemnation attorney. The R/W Manager will also provide the condemnation attorney with a complete set of R/W construction plans for each project where R/W acquisition is occurring by condemnation.

The condemnation attorney may, but is not required to, initiate additional negotiations with the Landowner to settle the matter before filing the Condemnation Notice with the appropriate Clerk of Court and initiating a condemnation action.

If the condemnation attorney cannot settle with the Landowner, or unless otherwise instructed by the County Director of Transportation or other appropriate County representative, the condemnation attorney will proceed with filing Notice of Condemnation and initiating a condemnation action. Nothing in this section limits the ability of the condemnation attorney to attempt to settle the property after commencement of the condemnation action and present proposed settlement terms to the County for consideration and approval.

Upon conclusion of the condemnation action, the condemnation attorney will send the recorded transfer documents conveying title of the R/W acquisition to the County to the Director of Transportation or other appropriate County representative and the R/W Manager, with copies going to the County legal office. The R/W Manager will retain such documents for transfer to another entity, if required, at later date.

VII. RIGHT-OF-WAY CERTIFICATION

Before a construction project can be advertised for construction bids, the R/W Manager must provide the County Director of Transportation or other appropriate County representative with certification that all rights-of-way have been acquired for the project. Acquisition may be by signed easement, signed permission, executed title to property, or by filing of Condemnation Notice and tender of payment with the County Clerk of Court.

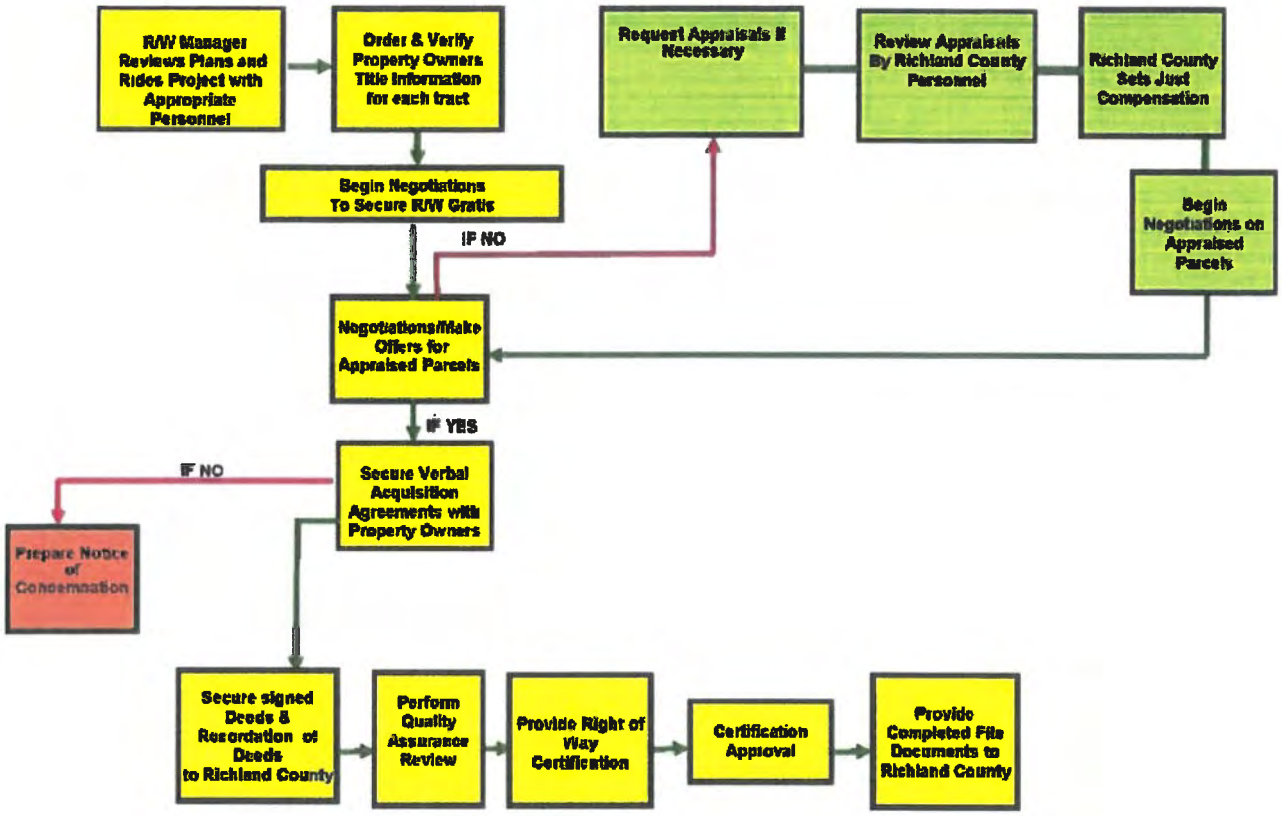
Prior to providing a R/W certification, the R/W Manger will perform quality control/quality assurance (QC/QA) in order to verify that all rights of way have been acquired.

Following the QC/QA process, the R/W Manager will provide the County a R/W Certification on the project prior to advertising the project for construction. The County must approve the certification before the project may be advertised for construction bids.

VIII. RECORDS

During the course of the project, the R/W Manager will maintain files and a comprehensive spreadsheet listing of each parcel secured for a project. At the completion of a project, the County will be provided with a set of files and Final R/W plans annotated to show the date and manner of acquisition of each parcel.

If after completion of the project the easements or titles to properties acquired for a project are to be transferred to an entity other than Richland County, the R/W Manager will prepare the necessary transfer documents and obtain the required signatures. After the appropriate signatures have been obtained, the R/W Manager will have the title to real estate and R/W exhibit recorded in the Richland County Register of Deeds office after which the title to real estate, along with a set of the project plans, will be delivered to the appropriate entity. County will retain records of R/W acquisitions as appropriate.



Right-of-Way Acquisition Procedures

Richland County Projects

Richland County's Offer for Right of Way Acquisition And Acceptance by Landowner

Parcel Number _____
Tax Map Number _____
Project Identification _____

Name and Address of Landowner(s) _____
_____
_____

Landowner understands that Richland County wants to acquire Landowner's interests in real estate for public use in the project identified above. The Real Estate Interest Richland County wants to acquire is _____
_____
_____
_____

[*description of interest: fee simple title, easement, release of encumbrance*]

on _____ acres/square feet of property located at: _____
_____
[*address or other description*] as shown on attached Exhibit A.

Richland County has offered and Landowner agrees to accept $_____ as full payment and just compensation for the transfer of Landowner's Real Estate Interest. *As part of this offer, Richland County also promises to do the following:*

_____
_____
_____
_____

(Include only if offer is subject to special conditions, and if so, describe same, such as "restoration of walkway, or "construction of fence", etc.)

If more than one person or organization owns this Real Estate Interest, Landowner agrees that payment will be divided among us as follows:

To:	_____	$_____
	_____	$_____
	_____	$_____
	TOTAL	$_____

Landowner understands that by signing this Acceptance, Landowner is agreeing to sign any documents necessary to transfer Landowner's Real Estate Interest to Richland County. Landowner is also agreeing to provide Richland County with all Social Security or federal/state tax identification numbers of any person or entity which is to receive payment. Landowner understands that this agreement is legally binding and that if Landowner refuses to sign documents or provide information voluntarily, Landowner's agreements can be specifically enforced by a court.

If this Offer and Acceptance is signed on behalf of a Landowner which is a company or organization, the signer confirms that he/she has the power and ability to enter into this Agreement on behalf of the company or organization.

The Landowner(s) and Richland County need not all sign on the same copy of this Offer and Acceptance, but can sign identical copies, all of which shall be considered together as a single agreement as if all the signatures were on the same copy.

Offered by Richland County:	**Accepted by Landowners:**
_____	_____
Name/Title	Name/Title
_____	_____
Date	Date
	_____
	Name/Title
	_____
	Date
	_____
	Name/Title
	_____
	Date

If the Real Estate Interest to be acquired by Richland County is subject to any lien, Lienholder accepts the offer and payment distribution and agrees to release such lien(s) at the time of transfer of title.

Lienholder(s): _____ Date:_____

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

Transportation Agenda Briefing

Prepared by:	Michael Maloney, PE	**Title**:	Director
Department:	Transportation	**Division:**	
Date Prepared:	August 24, 2026	**Meeting Date:**	September 22, 2026
Legal Review	Patrick Wright via email	**Date:**	September 15, 2026
Budget Review	Brittany Hammond via email	**Date:**	September 10, 2026
Finance Review	Stacey Hamm via email	**Date:**	September 10, 2026
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Dirt Road Paving Package O - Final Account Reconciliation		

RECOMMENDED/REQUESTED ACTION:

Staff recommends increasing the approved budget for Dirt Road Package O from $1,563,025.95 to $1,687,062.60, for the final payment in the amount of $124,036.65.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	☒	Yes	☐	No
If not, is a budget amendment necessary?	☐	Yes	☐	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is adequate budget to make final payment for project closeout.

Applicable fund, cost center, and spend category:

Fund: 1332 (Transportation Tax Roadways)
Cost Center: 9950 (Capital Projects)
Spend Category: Construction
Project: Dirt Roads

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

There are no comments from Procurement.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable

TRANSPORTATION PROJECT IMPACT:

Project Referendum:	2012 Transportation Penny		
Project Name:	Dirt Rd Paving Package O		
From: Nathan Ridge Lane		To:	Sara Mathews Road
Project Category:	Dirt Road		
Project Services:	Construction		
Project Type (2024 Referendum Only)	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	$1,563,025.95
Requested Amount:	$124,036.65
Remaining Project Budget:	$1,687,062.60

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

This project includes Sara Matthews Road, Howard Coogler Road, Nathan Ridge Trail, and Jackson Road. The contingencies cover added pavement extension, pavement thickness, and added grading to resolve the road profile and surrounding ditches. The project is complete and being reconciled with the actual quantities installed that overall were above the original approved amount.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

Objective: Establish plans and success metrics that allow for smart growth

Initiative: Develop Capital Plan of Prioritized Projects

SUMMATIVE OVERALL COUNTY IMPACT:

- This project is listed for funding and completion in the 2012 referendum
- These projects improve the road and drainage system for the residents
- The requested action is needed to make the necessary improvements to provide road improvements
- There is strong public support for the completion of the project
- There is a continued focus on providing Prorata to equitably use the funds around the County

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

Transportation Agenda Briefing

Prepared by:	Michael Maloney, PE	**Title:**	Director
Department:	Transportation	**Division:**	
Date Prepared:	September 1, 2026	**Meeting Date:**	September 22, 2026
Legal Review	Patrick Wright via email	**Date:**	September 3, 2026
Budget Review	Brittany Hammond via email	**Date:**	September 15, 2026
Finance Review	Stacey Hamm via email	**Date:**	September 15, 2026
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Crane Creek Greenway Award of Construction		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the award of the Crane Creek Greenway Project to Rakes Building & Maintenance Contractors, LLC, the lowest price responsive, and responsible bidder. The base bid amount is $2,928,832.00, and the alternate bid received will add $800,380.00, for a total bid of $3,729,212.00. A 15% contingency will make the total approved amount $4,288,593.80.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	☒	Yes	☐	No
If not, is a budget amendment necessary?	☐	Yes	☐	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The available project budget is $4,470,053, providing ample budget for the award of the base bid, and alternate bid.

Applicable fund, cost center, and spend category:

Fund: 1333 (Transportation Tax Greenways)
Cost Center: 9950 (Capital Projects)
Spend Category: Construction
Project: Crane Creek Greenway

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bids RC-811-B-26 was issued in July, 2026. There were two bid submissions received on August 14, 2026. The apparent lowest bidder did not meet the SLBE goal of 15% for the base bid, and 26% for the alternate, and was found to be non-responsive. The lowest, responsive, responsible bidder is Rakes Building & Maintenance Contractors.

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

There are no concerns regarding this matter.

REGULATORY COMPLIANCE:

Local Procurement Ordinance

TRANSPORTATION PROJECT IMPACT:

Project Referendum:	2012 Transportation Penny		
Project Name:	Crane Creek Greenway Project		
From:	Columbia Canal Head Gate	To:	Crane Creek
Project Category:	Greenway		
Project Services:	Construction		
Project Type (2024 Referendum Only)	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	$4,470,053
Requested Amount:	$4,228,593.80 (base bid, alternate bid, and contingency)
Remaining Project Budget:	$241,459.20

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The Crane Creek Greenway base bid project extends 3,400 linear feet. It includes concrete at-grade trail pavement, a 60-foot span bridge over the Smith Branch Creek, and boardwalk over minor tributaries.

The alternate bid adds an 80-foot span bridge over the Crane Creek and about 450 linear feet of project extension. The alternate bid completes the project on the north side of the Crane Creek making future extensions more feasible to the Interstate 20 underpass and to destinations to the north.

Staff requests the use of Penny funding and for County Council to award the construction of the project. Staff has provided the base bid and the alternate bid pricing and a 15% contingency to complete the work.

The award recommendation includes the contractor meeting a 15% SLBE goal.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

Objective: Establish plans and success metrics that allow for smart growth

Initiative: Develop Capital Plan of Prioritized Projects

SUMMATIVE OVERALL COUNTY IMPACT:

- This project is listed for funding and completion in the 2012 referendum
- The project is part of master plan for adding greenway trail improvements
- The requested action is needed to make the necessary improvements to provide multi-modal transportation and recreation available to the citizens and visitors.

- There was public support for the completion of the project
- The project extends from the Three Rivers Greenway and trailhead parking area.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Project is located in County Council District 4.

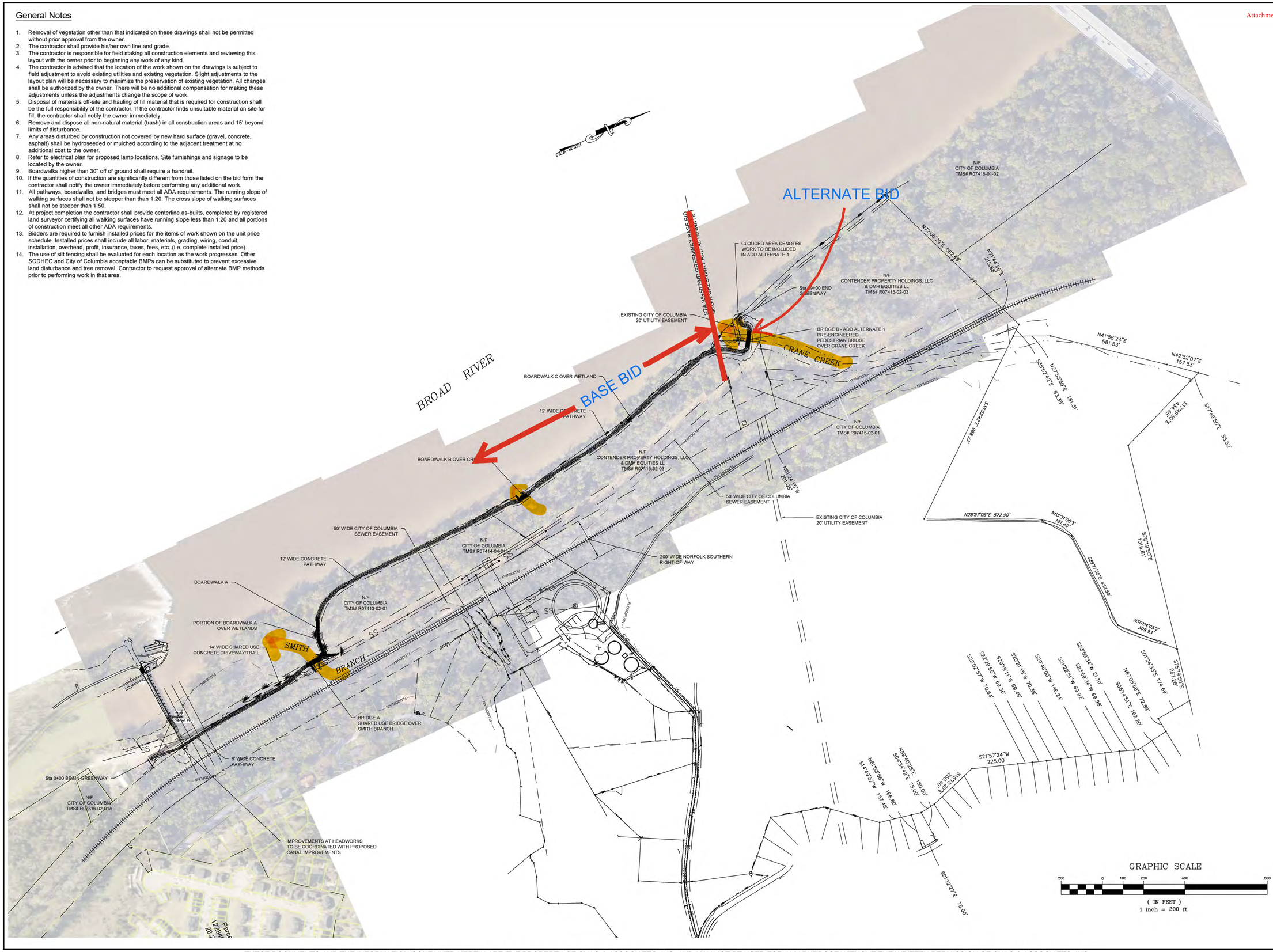
ATTACHMENTS:

1. Project Map
2. Letter of Recommendation, bid results

Attachment 1

General Notes

1. Removal of vegetation other than that indicated on these drawings shall not be permitted without prior approval from the owner.
2. The contractor shall provide his/her own line and grade.
3. The contractor is responsible for field staking all construction elements and reviewing this layout with the owner prior to beginning any work of any kind.
4. The contractor is advised that the location of the work shown on the drawings is subject to field adjustment to avoid existing utilities and existing vegetation. Slight adjustments to the layout plan will be necessary to maximize the preservation of existing vegetation. All changes shall be authorized by the owner. There will be no additional compensation for making these adjustments unless the adjustments change the scope of work.
5. Disposal of materials off-site and hauling of fill material that is required for construction shall be the full responsibility of the contractor. If the contractor finds unsuitable material on site for fill, the contractor shall notify the owner immediately.
6. Remove and dispose all non-natural material (trash) in all construction areas and 15' beyond limits of disturbance.
7. Any areas disturbed by construction not covered by new hard surface (gravel, concrete, asphalt) shall be hydroseeded or mulched according to the adjacent treatment at no additional cost to the owner.
8. Refer to electrical plan for proposed lamp locations. Site furnishings and signage to be located by the owner.
9. Boardwalks higher than 30" off of ground shall require a handrail.
10. If the quantities of construction are significantly different from those listed on the bid form the contractor shall notify the owner immediately before performing any additional work.
11. All pathways, boardwalks, and bridges must meet all ADA requirements. The running slope of walking surfaces shall not be steeper than than 1:20. The cross slope of walking surfaces shall not be steeper than 1:50.
12. At project completion the contractor shall provide centerline as-builts, completed by registered land surveyor certifying all walking surfaces have running slope less than 1:20 and all portions of construction meet all other ADA requirements.
13. Bidders are required to furnish installed prices for the items of work shown on the unit price schedule. Installed prices shall include all labor, materials, grading, wiring, conduit, installation, overhead, profit, insurance, taxes, fees, etc..(i.e. complete installed price).
14. The use of silt fencing shall be evaluated for each location as the work progresses. Other SCDHEC and City of Columbia acceptable BMPs can be substituted to prevent excessive land disturbance and tree removal. Contractor to request approval of alternate BMP methods prior to performing work in that area.



CHAO & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
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Email: consult@chaoinc.com

SOUTH CAROLINA
CHAO & ASSOCIATES
No. C00357
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 21629
TIMOTHY K. SCHMIDT
09/12/2023

Greenway Layout
Crane Creek Greenway Section B
Prepared for:
Richland County Transportation
Richland County, South Carolina

Drawn: TKS Checked: AB

Revised:
10/31/2024 Revised per City of Columbia comments
01/23/2025 Revised per City of Columbia comments

File: 587942CR2.dwg Project No.:

C1.0
Sheet Number
September 12, 2023
Date

THESE DOCUMENTS AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF CHAO & ASSOCIATES, INC. AND MAY NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF CHAO & ASSOCIATES, INC.

RICHLAND COUNTY GOVERNMENT
PROCUREMENT DEPARTMENT
2020 Hampton Street, Suite 3064, Columbia, SC 29204
T 803-576-2130 | F 803-576-2135
richlandcountysc.gov

Attachment 2

August 30, 2026

To: Mr. Michael Maloney, Director of Transportation
From: Mr. Deramus Forrester, Contract Analyst
CC: Ms. Jennifer Wladischkin, Director of Procurement,
Dr. Ali Eliadorani, Project Manager
Ms. Pamela Green, Director of OSBO

Re: RC-811-B-26 Re-advertisement Crane Creek Greenway Project

A bid opening was conducted at 2:00 PM on Tuesday, August 14, 2026, via the County's online procurement portal. Procurement has reviewed the two (2) submitted bids for the Re-advertisement Crane Creek Greenway submitted via OpenGov and found no discrepancies. The bids received were as follows:

Re-advertisement Crane Creek Greenway Project - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Rakes Building and Maintenance Contractors LLC	$2,928,832.00
JHC Corporation	$3,359,118.00

Further review shows that Rakes Building & Maintenance Contractors, LLC is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was held at 10:00 AM on July 28, 2026, during which attendees gained information and bidding directives for the project. See the attached sign-in log.

Attached is a final bid tab sheet for your reference, which indicates Rakes Building & Maintenance Contractors, LLC bid is 36.3% higher than the Engineer's Estimate of $1,865,896.00 dated May 8, 2026. There was SLBE goal of 15% established for this project, and Rakes Building & Maintenance Contractors, LLC has committed to the SLBE goal.

It is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, Rakes Building & Maintenance Contractors, LLC.

Deramus Forrester
Contract Analyst

Print this page

Board: Commercial Contractors

RAKES BUILDING & MAINTENANCE CONTRACTORS LLC
DBA: BLUTIDE MARINE CONSTRUCTION
3771 BELVEDERE RD
JOHNS ISLAND, SC 29455-3615
(843) 367-0966

License number: 112859
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2028
First Issuance Date: 11/17/2006
Classification:
Building-BD5
Marine-MR5
Asphalt Paving-AP5
Bridges-BR5
Concrete-CT5
Grading-GD5
Concrete Paving-CP5
Highway Incidental-HI5
Boring & Tunneling-BT5
Railroad-RR5
Highway-HY5
Water & Sewer Lines-WL5

Qualified By: Financial Statement
President / Owner: KARL W RAKES

Click here for Classification definitions and licensee's contract dollar limit

Supervised By
RAKES KARL (CQG)

File a Complaint against this licensee

Board Public Action History:

View Orders View Other License for this Person

No Orders Found

Richland County
Procurement and Contracting Department
Jennifer Wladischkin, Director of Procurement & Contracting
2020 Hampton Street, Columbia, SC 29204

EVALUATION TABULATION

RFB No. RC-811-B-26

Re-advertisement Crane Creek Greenway Project

RESPONSE DEADLINE: August 14, 2026 at 2:00 pm

Report Generated: Tuesday, September 1, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Rakes Building & Maintenance Contractors, LLC	$2,928,832.00
JHC Corporation	$3,359,118.00

CRANE CREEK GREENWAY

RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002

Project #: RC-811-B-26	**Project Name: Re-advertisement Crane Creek Greenway**	**Date: 7/28/2026**
		Time: 10 am

COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Deramus Forrester	Richland County	forrester.deramus@richlandcounty	803-576-2133
Dr. Ali Eliadorani	Richland County	ELIADORANI.ALI@richlandcountysc.gov	803-576-5614
Wylondria Jefferson	Richland County	Jefferson.Wylondria@richlandcountysc.gov	803-576-1540
Ellie Chao	Chao and Associates	EllieC@chaoinc.com	
Timary Harris	Richland County	Harris.Timary@richlandcountysc.gov	803-576-1540
Denise Raniell Semblante	M. E. Contracting	estimatimg@mecontractingpros.com	803-216-5184
Aaron Gentiluccio	Bridge Brothers	aaron@bridgebrothers.com	540-266-8473
Tyler Gunter	BCS Fabrication	tyler.gunter@bcfab.com	409-749-4182
Michele Corley	Corley Construction		
Ben McGuckin	BluTide Marine Construction	blutideben@outlook.com	843-568-0760
Gary Daley	Feeney, Inc.	gdaley@feeneyinc.com	510-710-6162
David Chao	Chao and Associates	DavidC@chaoinc.com	

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

Transportation Penny Referendum Projects Update

Prepared by:	Michael Maloney	**Title**:	Director
Department:	Transportation	**Division:**	Transportation
Contributor:	Wendy Garner	**Title:**	Manager
Contributor:	Whitney Strother	**Title:**	Analyst
Date Prepared:	August 13, 2026	**Meeting Date:**	September 22, 2026
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee/Meeting:	Transportation Ad Hoc		

EXECUTIVE SUMMARY (NARRATIVE STATUS):

The Transportation Department continues to move projects through design to construction, and to completion.

There are fifteen projects in the construction phase, thirteen projects in the right-of-way phase (beyond 60% design with active property acquisition), and five projects in the design phase (10% to 60% design).

PROJECTS IN CONSTRUCTION:

PROJECT	Atlas Road Widening Phase 1A
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Construction 98%
ESTIMATED COMPLETION DATE:	September 2026
NOTES	Water and sewer relocation will be substantially complete by the September 14, 2026, deadline. Additional work under Phase 1A will need to be completed in coordination with Phase 1B's road construction.

PROJECT	Atlas Road Widening Phase 1B
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 100% Construction 0%
ESTIMATED COMPLETION DATE:	July 2028
NOTES	Pre-Construction Meeting held on June 2, 2026. Notice to Proceed issued for July 13, 2026. McClam Construction's Phase 1A and Phase 1B project managers are attending weekly coordination meetings to ensure completion of Phase 1A work are in place to allow Phase 1B work to be underway. Coordination underway with CSX and Norfolk Southern railroads to manage construction around their right-of-ways. Transportation in discussions with CSX to redesign stormwater pond to reduce or eliminate runoff under existing railroad crossline stormwater pipe.

PROJECT	Blythewood Road Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Construction 95%
ESTIMATED COMPLETION DATE:	September 2026
NOTES	The project will be completed with the final items including the signage and pavement markings.

PROJECT	Broad River Road Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Construction 10%
ESTIMATED COMPLETION DATE:	February 2029
NOTES	Clearing and Grubbing is nearly complete with the remaining grubbing to await utility relocation. Mid Carolina Electric has installed the six pole bases for the iron poles on August 28, 2026. Those concrete bases will cure for 30 days. There are about 50 direct bury iron poles to install during the cure time of the six pole bases. This pole system will allow underground utilities to relocate to new overhead lines. Once in place, contractor can start with relocation of water and sewer lines. Moving the utilities to the new poles will be completed by February 2027. However, water and sewer relocations can start is sections as overhead work is completed. Relocation of Salem Church Road is nearing completion. A utility relocation that was completed recently will allow for the contractor to complete the paving of the new section of road. This improvement will provide safety improvements by removing the poor alignment of Dutch Fork Rd and Old Dutch Fork Rd. Concrete caps over the 36-inch and 54-inch waterlines have been installed. Contractor to request final inspection shortly.

PROJECT	Crane Creek Greenway
REFERENDUM	2012
CATEGORY	Greenway
PERCENT COMPLETE	Design 100% Construction 0%
ESTIMATED COMPLETION DATE:	January 2028
NOTES	The Crane Creek Greenway project was re-advertised through Procurement following revisions to incorporate the required South Carolina contractor licensing provisions for the bridge components. The pre-bid conference has been conducted, and bidder questions are being received and addressed through the official OpenGov process. Both the Land Disturbance Permit and the U.S. Army Corps of Engineers Nationwide Permit verification (SAC-2023-01427) remain in place, with all major regulatory approvals secured. Procurement activities are progressing through the bidding phase, with bid opening scheduled for mid-August and contract award anticipated following the County Council's August recess.

PROJECT	Decker/Woodfield NIP Hunt Club Rd
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Design 100% Construction 0%
ESTIMATED COMPLETION DATE:	April 2027
NOTES	A pre-construction meeting for the project was held on March 11, 2026. Construction has not yet begun due to a conflict between the proposed drainage improvements and the City's existing 8-inch waterline, affecting approximately 1,100 linear feet. To avoid relocating the waterline, the sidewalk was shifted outward, and the shoulder was widened in select areas while keeping all proposed improvements within the existing right-of-way. The final plans were submitted to SCDOT for review on August 3, 2026.

PROJECT	Dirt Road Paving Package P
REFERENDUM	2012
CATEGORY	Dirt Road
PERCENT COMPLETE	Construction 70%
ESTIMATED COMPLETION DATE:	August 2026
NOTES	Adams Scott Rd, Goodwin Way, and Spring Creek Rd is in the final stage of completion.

PROJECT	Dirt Road Paving Package Q
REFERENDUM	2012
CATEGORY	Dirt Road
PERCENT COMPLETE	Construction 43%
ESTIMATED COMPLETION DATE:	February 2027
NOTES	The contract has been awarded to Integrated Site Solutions. Construction has begun on Amick Ln. and Ravenbrook Rd.

PROJECT	Pineview Road Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 100% Construction 0%
ESTIMATED COMPLETION DATE:	September 2028
NOTES	The contract has been awarded to Palmetto Corp. KCI Technologies has been awarded the contract for CE&I.

PROJECT	Percival Road Sidewalk
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Construction 100%, Closeout
ESTIMATED COMPLETION DATE:	May 2026
NOTES	The Percival Road project has achieved substantial completion, with the contractor having satisfied all contract line items, including the full scope of work and all required deliverables. A final inspection was conducted on March 24, 2026, to assess construction quality and completeness. Subsequently, a punch list was generated to document minor deficiencies and remaining corrective items. The contractor has now addressed all punch list items, and the project will be recommended for final acceptance and formal closeout.

PROJECT	Resurfacing Package U
REFERENDUM	2012
CATEGORY	Resurfacing
PERCENT COMPLETE	Construction 100%, Closeout
ESTIMATED COMPLETION DATE:	May 2026
NOTES	The package is 100% substantial complete. A final walk-through is being scheduled for project closeout.

PROJECT	Resurfacing Package V
REFERENDUM	2012
CATEGORY	Resurfacing
PERCENT COMPLETE	Design 100% Construction 0%
ESTIMATED COMPLETION DATE:	
NOTES	County Council approved award of the Resurfacing Package V contract to the lowest bidder on June 2, 2026. The Notice to Proceed (NTP) was issued, and the pre-construction meeting was held on July 21, 2026. The Contractor and County reviewed contract requirements, project documentation procedures, utility coordination, traffic control requirements, public notification procedures, and initial construction sequencing. The Contractor is currently preparing for field operations, with the Date of Commencement established as August 10, 2026. Initial roadway construction is anticipated to begin with Miles Road, Village Farm Road, Sherbrook Drive, Lancelot Lane, Winterbury Lane, and Office Park Road. The County continues to coordinate with the Contractor regarding roadway-specific conditions, construction sequencing, and project startup requirements.

PROJECT	Saluda Riverwalk Greenway Phase 2
REFERENDUM	2012
CATEGORY	Greenway
PERCENT COMPLETE	Construction 90%
ESTIMATED COMPLETION DATE:	July 2027
NOTES	Construction of the concrete pathway completed. Construction of the boardwalk is completed with exception of installation of a roof under the railroad bridge. Remaining work includes installation of the roof over boardwalk under CSX Railroad. Construction deadline has been extended to July 3, 2027, to allow The River Alliance to construct their bridge over the Broad River. Once in place, Transportation will complete the remaining 25-foot section of raised boardwalk.

PROJECT	Sunset Drive Sidewalk
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Construction 100%
ESTIMATED COMPLETION DATE:	May 2026
NOTES	The Sunset Drive project is now complete, with a ribbon-cutting ceremony held on November 12, 2025, to commemorate substantial completion. Final construction activities included roadway leveling to ensure proper surface elevation and drainage, followed by placement of the final asphalt driving surface, which concluded all construction operations. A final inspection was conducted on May 12, and a punch list was subsequently issued and has now been fully addressed. The remaining project activity is to secure final acceptance from SCDOT.

PROJECT	Trenholm Acres/Newcastle NIP
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Design 100% Construction 0%
ESTIMATED COMPLETION DATE:	September 2028
NOTES	The contract has been awarded to McClam and Associates. We held a groundbreaking ceremony on August 13, 2026 at 10AM held at 6300 Shakespeare Rd.

PROJECTS IN RIGHT-OF-WAY ACQUISITION:

PROJECT	Atlas Road Widening Phase 2
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 99%
ESTIMATED COMPLETION DATE:	November 2028
NOTES	Transportation met with SCDOT in May to discuss leaving Atlas Road's current width adjacent to Bluff Road to provide auto and pedestrian traffic improvements. Transportation is updating Bluff Road intersection per SCDOT comments.

PROJECT	Bluff Road Improvement Phase 2
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 98%
ESTIMATED COMPLETION DATE:	October 2027
NOTES	The project is in the ROW phase. ATP approved for ROW. A hired specialist is continuing to acquire ROW. Once we have secured all right of way the transition to construction will begin.

PROJECT	Blythewood Road Area Improvements
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 95%
ESTIMATED COMPLETION DATE:	August 2028
NOTES	With all necessary permits now secured, the project has reached a pivotal milestone. Efforts are currently concentrated on completing the remaining right-of-way acquisitions—the last administrative hurdle before construction can begin. Once these acquisitions are finalized, the project will have cleared all requirements and will be fully authorized to proceed into construction.

PROJECT	Broad River Road Corridor NIP
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Design 95%
ESTIMATED COMPLETION DATE:	July 2028
NOTES	The Concept Report for the Broad River Corridor was completed and received County Council approval in April and May 2019, respectively. Preliminary right-of-way plans were submitted to the South Carolina Department of Transportation (SCDOT) in April 2024, with an Authorization to Proceed (ATP) for right-of-way activities issued in September 2024. The project is currently under SCDOT review, awaiting agency comments and formal approval of the construction plans. Right-of-way acquisition efforts are ongoing. Upon receipt of SCDOT approval and completion of all right-of-way acquisitions, the project will be cleared for construction, with no additional administrative or design milestones anticipated prior to that transition.

PROJECT	Clemson/Sparkleberry Lane Intersection
REFERENDUM	2012
CATEGORY	Intersection
PERCENT COMPLETE	Design 85%
ESTIMATED COMPLETION DATE:	December 2029
NOTES	The construction plans for the project are currently 68% complete. Right of way acquisition is in the early stages, with about 4% complete to date. The project includes a total of 24 tracts, consisting of 18 right-of-way acquisitions and 6 permanent or temporary easements. So far, 1 tract has been successfully secured as part of the acquisition process.

PROJECT	Decker/Woodfield NIP Brookfield Rd
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Design 90%
ESTIMATED COMPLETION DATE:	December 2028
NOTES	Currently in the right-of-way acquisition phase, the Brookfield Road project has identified several parcels requiring condemnation. The project team is working diligently to secure all necessary acquisitions while maintaining full compliance with legal and regulatory standards, with schedule management serving as a key priority. With acquisition activities complete, the project will have satisfied all remaining prerequisites and will be fully authorized to move into construction, as no substantive design or permitting items are still outstanding.

PROJECT	Gills Creek Greenway
REFERENDUM	2012
CATEGORY	Greenway
PERCENT COMPLETE	Design 75%
ESTIMATED COMPLETION DATE:	June 2028
NOTES	The project remains in technical design as the project team continues evaluating improvements near Crowson Road and the existing transit stop. During this reporting period, the consultant completed and submitted the additional survey and cross-section information requested by the County. Based on the survey results and subsequent design review, the consultant is developing an engineered concept to evaluate relocation of the existing bus shelter behind the curb within the Egg Roll Chen property while minimizing impacts to existing parking. The evaluation includes grading, retaining wall requirements, utility conflicts, ADA accessibility, drainage considerations, and other site constraints. Coordination with the City of Columbia is ongoing, and the County has provided the conceptual retaining wall and bus shelter layout for review by the City's Engineering and Public Works staff to obtain input as the design advances. Utility coordination continues, and right-of-way needs will be reassessed as design decisions are finalized. The project remains active and focused on completing the technical evaluation necessary to advance the design.

PROJECT	Lower Richland Blvd Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	December 95%
ESTIMATED COMPLETION DATE:	February 2028
NOTES	Utility coordination and design are 98% complete. Geotechnical analysis for the high school entrance retaining wall and NOI permitting are underway to maintain the schedule. Final plans will be submitted to Richland County and SCDOT in September 2026. Right-of-Way: 9 of 12 required tracts are secured. No utility easements are anticipated. Construction bids are expected to be advertised in late 2026 following final reviews.

PROJECT	Polo Rd Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 70%
ESTIMATED COMPLETION DATE:	December 2030
NOTES	The authorization to proceed (ATP) for Right-of-Way (ROW) acquisition was received on June 10, 2026, and the ROW acquisition process is currently underway. All title work has been completed, and the ROW team is contacting property owners to obtain permissions and schedule acquisition meetings. In parallel, the 30% utility design is in progress. A Public Information Meeting (PIM) was held on May 26, 2026, with the public comment period remaining open through June 12, 2026. The design team has reviewed and addressed all comments received, as appropriate and consistent with the project's scope.

PROJECT	SERN
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Design 98%
ESTIMATED COMPLETION DATE:	June 2027
NOTES	The updated plan was submitted to SCDOT on May 26, 2026, for review. As part of this effort, the feasibility of relocating the storm drain pipes closer to the existing right-of-way is being evaluated. The next step in the process is to proceed with the pre-bid review.

PROJECT	Shop Road Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 80%
ESTIMATED COMPLETION DATE:	December 2029
NOTES	Land acquisition is moving forward on clear properties. However, eight tracts are temporarily on hold to resolve specific design and drainage issues. Environmental reviews are 90% complete, though a new commercial or residential development in the area is being evaluated for drainage and environmental impacts. Utility coordination is 65% complete, and utility design is 35% complete. Engineers are finalizing traffic control, signing, pavement markings, and drainage updates. The team is currently assessing how these drainage revisions will impact the overall project schedule.

PROJECT	Smith Rocky Branch
REFERENDUM	2012
CATEGORY	Greenway
PERCENT COMPLETE	Design 85%
ESTIMATED COMPLETION DATE:	February 2028
NOTES	Appraisal reviews have been finalized, and updated offers are moving forward. Documentation is being prepared to advance select properties through condemnation where necessary to keep the project on schedule. Property ownership questions near the railroad are also being actively resolved. The design team successfully coordinated with property owners regarding Dominion Energy utility access. Ongoing communication with CSX Railroad continues to support overall project delivery alignment. Next steps: Right-of-Way acquisition, design coordination, and contract administration will continue progressing to support the upcoming phases of project construction.

PROJECT	Spears Creek Church Road Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 80%
ESTIMATED COMPLETION DATE:	December 2030
NOTES	The project plans are currently being updated to include five-foot sidewalks on both sides of the roadway to improve pedestrian accessibility and safety. The design plans are being revised to incorporate the new sidewalk and associated drainage modifications, with anticipated completion by November 2026. The next steps include continuing work on the final utility reports, no-cost letters, and utility relocation plans, with the anticipated Final Utility Report expected by January 2027. Right-of-way acquisition is currently about 63% complete, consisting of 52 total tracts, including 49 right-of-way acquisitions and 3 permanent or temporary easements. To date, 33 tracts have been successfully secured.

PROJECTS IN DESIGN:

PROJECT	Crane Creek NIP
REFERENDUM	2012
CATEGORY	Sidewalk
PERCENT COMPLETE	Design 58%
NOTES	ROW acquisition is underway. Transportation has requested design exception to SCDOT to use previous standards.

PROJECT	Decker/Woodfield NIP Decker Intersections
REFERENDUM	2012
CATEGORY	Intersection
PERCENT COMPLETE	Design 80%
NOTES	The encroachment permit for the Decker Boulevard traffic signal installation is now under review by SCDOT. Once comments are received, our On-Call Engineering Team (OET) will review and respond to any requested changes. Revisions to the plans are required because SCDOT has already completed several tasks that were originally assigned to Richland County Transportation. The updated plans will reflect SCDOT's work and eliminate any overlap, ensuring that county resources are not duplicated.

PROJECT	Jackson Creek Greenway
REFERENDUM	2012
CATEGORY	Greenway
PERCENT COMPLETE	Design 25%
ESTIMATED COMPLETION DATE:	April 2028
NOTES	The project continues to advance through the conceptual design phase as the consultant refines the preferred alignment to address property and utility constraints. During this reporting period, updated sewer utility information prompted evaluation of an alternative bridge crossing location to avoid conflicts with existing infrastructure. The consultant is coordinating with the County to assess the revised crossing location while continuing to evaluate bridge feasibility, constructability, floodplain and permitting considerations, and property acquisition needs. Conceptual alignment refinement remains ongoing as the project team works toward advancing into technical design.

PROJECT	Kelly Mill Road Widening
REFERENDUM	2012
CATEGORY	Road Widening
PERCENT COMPLETE	Design 60%
ESTIMATED COMPLETION DATE:	December 2030
NOTES	The On-Call Engineering Team (OET) has received County approval and execution of its scope of work and fee proposal for the Kelly Mill Road design services, and work on the project plans is now underway. Right-of-way (ROW) plans have been submitted to SCDOT for review, and the project is currently pending Authorization to Proceed (ATP) before acquisition efforts can begin. In parallel, public comments from project meetings are being reviewed and incorporated into the plans; once these updates are complete, the plans will be resubmitted to SCDOT for final approval.

PROJECT	Shop Road Ext. Phase 2
REFERENDUM	2012
CATEGORY	Road Extension
PERCENT COMPLETE	Design 10%
ESTIMATED COMPLETION DATE:	March 2030
NOTES	A stakeholder meeting for the Shop Road Extension Phase 2 was convened in January 2026 to review and discuss the proposed vision for the corridor extending from Shop Road to Montgomery Road. During the meeting, a revised corridor alignment—developed in response to prior stakeholder feedback and engineering analysis—was presented. Since that time, the design consultant has been advancing this concept by developing a formal plan set that reflects the proposed alignment, incorporates all relevant design elements, and ensures consistency with stakeholder input and project objectives. Upon completion, the plan set will be distributed to SCDOT for further review and coordination.

Program Planning:

The program is preparing an operating procedure for the Pedestrian Safety & Access project category. The TPAC reviewed the proposal by staff to conduct this detail for project scoring so that pedestrian access projects can be scored separately from pedestrian safety projects. The current scoring as one category will prevent in-fill and access sidewalk projects from commencement until after all higher scoring safety projects are underway. Further, since additional pedestrian safety projects could be brought into the Penny each year, the County-wide sidewalks would suffer long delay. The operating procedure will continue to fund pedestrian safety projects with 75% of available budget, and will reserve 25% of the category budget for pedestrian access projects. Adjustments will be made in the future should the demand in one of both subcategories change.

The program is hiring employees in those positions that have become available following the budget approval. The additional team members will be collecting data on programs like pedestrian safety and access, and dirt road paving and resurfacing. This work will round out the projects to be launched using the remaining funds of the 2012 referendum and the continuation into the upcoming funds in the 2024 referendum.

Upcoming Meetings Dates & Locations:

Date	September 21, 2026
Time	4:00PM
Location	2020 Hampton Street/Via Zoom
Topic	TPAC Meeting

Date	To be determined (September)
Time	To be determined
Location	To be determined
Topic	Pineview Road Widening Project Ground Breaking Ceremony

Date	To be determined (September)
Time	To be determined
Location	To be determined
Topic	Crane Creek Greenway Ground Breaking Ceremony

Date	To be determined (October)
Time	To be determined
Location	To be determined
Topic	Adams Scott Road for Dirt Road Paving Package Ribbon Cutting Ceremony

PREVIOUS MEETINGS:

DATE	August 13, 2026
TIME	10AM
LOCATION	6300 Shakespeare Rd
TOPIC	Trenholm Acres/Newcastle Groundbreaking Ceremony

DATE	August 13, 2026
TIME	2PM
LOCATION	Teams
TOPIC	SCDOT Coordination Meeting