

Special Called Meeting: April 25, 2006
[Pages 16-17]

**REPORT OF THE COUNTY ATTORNEY FOR
EXECUTIVE SESSION ITEMS**

- a. 2006 Clerk's Evaluation**

REPORT OF THE COUNTY ADMINISTRATOR

- a. Employee Grievances**

REPORT OF THE CLERK OF COUNCIL

REPORT OF THE CHAIRMAN

OPEN/CLOSE PUBLIC HEARING ITEMS

1.b., 1.g., 2.a.

APPROVAL OF CONSENT ITEMS

1.a., 1.b., 1.c., 1.d., 1.e., 1.f., 1.g., 2.c., 2.d.

1. THIRD READING ITEMS

- a. Ordinance authorizing certain economic incentives, including payment of a fee in lieu of property taxes, the award of infrastructure improvement credits and other related matters, pursuant to a fee agreement between Richland County and McEntire Produce, Inc. [CONSENT]
[Pages 18-21]**
- b. Ordinance authorizing the extension of the project acquisition period under that certain lease agreement by and between Richland County and Sysco Food Services of Columbia, LLC**

**[CONSENT] [PUBLIC HEARING]
[Pages 22-24]**

- c. 06-12MA
Blythewood Farms (Cliff Kinder)
RU to PDD (249 acres)
Single Family Residential S/D
15100-06-07 & 17800-04-68
SE Quadrant of Langford Rd. & Wilson
Blvd. [CONSENT] [Pages 25-27]**
- d. 06-19MA
Joe Clark
RU to GC (3.5 acres)
General Commercial
01500-02-15
Corner of Dutch Fork Rd/Three Dog
Road[CONSENT] [Pages 28-29]**
- e. 06-26MA
Paul Levine
Copper Beech Townhomes
HI to RM-HD
Multi-family Residential
13607-02-01 (p)
Bluff Road and Southern Drive
[CONSENT] [Pages 30-33]**
- f. 06-02MA
William Burch
RU to GC
Transfer Yard
02412-01-10
Dutch Fork Road & Gates Road
[CONSENT] [Pages 34-35]**
- g. Budget Amendment: Sheriff's
Department Administrative Fee
[CONSENT] [PUBLIC
HEARING][Pages 36-39]**

2. SECOND READING ITEMS

- a. Ordinance authorizing Development Agreement with Bright-Myers 2001, LLC [PUBLIC HEARING]
[Pages 40-93]**
- b. 06-09MA
Bright-Myers 2001, LLC
Robert Fuller
M-1 & RU to GC
Walmart & Associated Development
174-11-03 & 14781-04-14/13/12
NW Quadrant of Killian Rd. & I-77
[Pages 94-96]**
- c. An Ordinance amending Ordinance No. 038-06HR, which authorized two deeds to Forum Development II, LLC for certain parcels of land known as Lot 12 (approximately 9.665 acres) and Lot 28 (approximately 2.713 acres) in the Richland Northeast Industrial Park; so as to delete any reference to Lot 28 [CONSENT] [Pages 97-98]**
- d. An Ordinance authorizing an amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina and Fairfield County, South Carolina, in order to expand the boundaries of the Park to include certain property owned by Vulcan Construction Materials, L.P., and other matters related thereto [CONSENT] [Pages 99-100]**
- e. An Ordinance extending the moratorium on either the approval or**

**denial of floodplain management
permits for development or
construction within a portion of the
Congaree River floodplain
[Pages 101-102]**

**3. REPORT OF THE RULES & APPOINTMENTS
COMMITTEE [Pages 103-104]**

**I. Notification of Vacancies on Boards,
Commissions, and Committees**

a. Board of Assessment Appeals-1

b. Community Relations Council-2

**II. Notification of Appointments to Boards,
Commissions, and Committees**

**a. Building Codes Board of Assessment
and Appeals-3 [Pages 105-113]**

III. Items for Discussion

**a. Amending the Ordinance requirements
regarding residence for members of the
Planning Commission [Pages 114-115]**

**b. Amending the Ordinance requirements
regarding residence for the members of
the Board of Zoning Appeals
[Pages 116-117]**

**c. Time frame for Administrator to make
recommendations after receiving
recommendation from Grievance
Committee**

4. APPROVAL OF RESOLUTIONS

- a. A Resolution to Appoint And Commission
Brandon C. Hooker, Thomas L. Smith, Jr.,
and Ceff R. Kennedy as Code Enforcement
Officers for the Proper Security, General
Welfare, and Convenience of Richland
County [Page 118]**

- b. A Resolution to Appoint and Commission
Jimmy C. Montgomery as a Code
Enforcement Officer for the Proper Security,
General Welfare, and Convenience of
Richland County [Page 119]**

5. CITIZENS INPUT

6. MOTION PERIOD

7. ADJOURNMENT

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JUNE 6, 2006 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Anthony G. Mizzell
Vice Chair	L. Gregory Pearce, Jr.
Member	Valerie Hutchinson
Member	Joseph McEachern
Member	Mike Montgomery
Member	Bernice G. Scott
Member	Damon Jeter
Member	Paul Livingston
Member	Joyce Dickerson
Member	Kit Smith
Absent	Doris Corley

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Brad Farrar, Amelia Linder, Chief Harrell, Susan Britt, Michael Criss, David Chambers, Monique Walters, Stephany Snowden, Kendall Johnson, Jennifer Dowden, Teresa Smith, Daniel Driggers, Audrey Shifflett, Chief Harrell, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

INVOCATION

The Invocation was given by the Honorable Michael Montgomery

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Michael Montgomery

ADOPTION OF AGENDA

Mr. Mizzell moved to add the Recreation Commission potential land acquisition briefing to the agenda for Executive Session. The vote in favor was unanimous.

Ms. Walters stated that Item 2a was not a consent item.

Ms. Scott moved, seconded by Ms. Dickerson, to approve the agenda as amended. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson acknowledged that the Mayor of Blythewood was in the audience.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce commended the office of Public Information for the All America City pep rally that they organized.

APPROVAL OF MINUTES

Budget Work Session: May 9, 2006 – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Budget Work Session: May 11, 2006 – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Budget Work Session: May 16, 2006 – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Regular Session: May 16, 2006 – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Zoning Public Hearing: May 23, 2006 – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Budget Work Session: May 25, 2006 – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Regular Session: May 30, 2006 – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

1. **Columbia Venture Pending Litigation** – (This item was taken up during the motion period.)
2. **Recreation Commission Land Purchase** –No action taken.

Mr. Pearce moved, seconded by Ms. Hutchinson, to go into Executive Session. The vote in favor was unanimous.

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Council went into Executive Session at approximately 6:13 p.m. and came out at approximately 6:45 p.m.
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Mr. Pearce moved, seconded by Mr. Montgomery, to come out of Executive Session. The vote in favor was unanimous.

REPORT OF THE COUNTY ADMINISTRATOR

State Farmers' Market Groundbreaking – Mr. Pope reminded Council that they were invited to the groundbreaking for the State Farmer's Market June 7th at 10:00 a.m. at the new market location.

TIF Follow-up Meeting – Mr. Pope stated that staff had met earlier today with representatives from the City of Columbia and the independent auditors as a follow-up to last week's TIF meeting. Additional information was presented to them and staff is expecting a formal response as soon as the City Manager meets with City Council.

Budget Meetings with Council Members – Mr. Pope stated that if council members had specific information or would like to meet with staff regarding the budget, the Clerk's Office is scheduling those meetings. The motions list will be forwarded to Council on June 7th.

Midlands Technical College Enterprise Campus Request – Mr. Pope stated Midlands Technical College would like to set up a meeting with Council the week of July 17th or 24th. Mr. Pope will be forwarding this information to the Clerk's Office.

REPORT OF THE CLERK OF COUNCIL

No report was given at this time.

REPORT OF THE CHAIRMAN

No report was given at this time.

PUBLIC HEARING ITEMS

- **Ordinance Authorizing Deed to Tripoint Development Company (Public Sale of County Property Located at 401 Powell Road)** – No one signed up to speak.
- **Ordinance Authorizing the Legal Department Budget Amendment** – No one signed up to speak.
- **Ordinance Authorizing the Sale and Issuance of \$5,200,000 Hospitality Tax Special Obligation Bond Anticipation Note** – No one signed up to speak.
- **Ordinance Amending Chapter 17, Article II, Section 17-10 (Parking in Residential Zones of the County) to Include Restrictions on the Parking of Inoperable Vehicles and Trailers in Residential Zoning Districts for More than 30 Consecutive Days** – No one signed up to speak.
- **Ordinance Prohibiting Careless Driving and Driving Across Property to Avoid a Traffic Control Device** – No one signed up to speak.

- **Ordinance to Authorize a Deed to Miller Valentine Partners, LTD, Lot 2 & Portion of Lot 18** – No one signed up to speak.
- **Budget Amendment to Appropriate Funding from Fund Balance to Cover General Fund Revenue Shortfall to Appropriate SRO Funds** – No one signed up to speak.
- **Ordinance Authorizing Certain Economic Incentives, Including Payment of a Fee in Lieu of Property Taxes, the Award of Infrastructure Improvement Credits and Other Related Matters, Pursuant to a Fee Agreement Between Richland County and McEntire Produce, Inc.** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

Ms. Scott moved, seconded by Ms. Dickerson, to approve the following consent items:

- **Ordinance Authorizing Deed to Tripoint Development Company (Public Sale of County Property Located at 401 Powell Road)** [Third Reading]
- **Ordinance Authorizing the Legal Department Budget Amendment** [Third Reading]
- **Ordinance Authorizing the Sale and Issuance of \$5,200,000 Hospitality Tax Special Obligation Bond Anticipation Note** [Third Reading]
- **Ordinance Amending Chapter 17, Article II, Section 17-10 (Parking in Residential Zones of the County) to Include Restrictions on the Parking of Inoperable Vehicles and Trailers in Residential Zoning Districts for More than 30 Consecutive Days** [Third Reading]
- **Ordinance Prohibiting Careless Driving and Driving Across Property to Avoid a Traffic Control Device** [Third Reading]
- **Ordinance to Authorize a Deed to Miller Valentine Partners, LTD, Lot 2 & Portion of Lot 18** [Third Reading]
- **Budget Amendment to Appropriate Funding from Fund Balance to Cover General Fund Revenue Shortfall to Appropriate SRO Funds** [Third Reading]
- **Ordinance Authorizing Certain Economic Incentives, Including Payment of a Fee in Lieu of Property Taxes, the Award of Infrastructure Improvement Credits, and Other Related Matters, Pursuant to a Fee Agreement Between Richland County and McEntire Produce, Inc.** [Second Reading]
- **Ordinance Authorizing the Extension of the Project Acquisition Period Under that Certain Lease Agreement By and Between Richland County and Sysco Food Services of Columbia, LLC (Project Butler)** [Second Reading]
- **06-12MA, Blythewood Farms (Cliff Kinder), RU to PDD (249 Acres), Single Family Residential S/D, 15100-06-07 & 17800-04-68, SE Quadrant of Langford Rd. & Wilson Blvd.** [Second Reading]
- **06-19MA, Joe Clark, RU to GC (3.5 Acres), General Commercial, 01500-02-15, Corner of Dutch Fork Rd./Three Dog Road** [Second Reading]
- **06-26MA, Paul Levine, Copper Beech Townhouses, HI to RM-HD, Multi-Family Residential, 13607-02-01(p), Bluff Road and Southern Drive** [Second Reading]
- **06-02MA, William Burch, RU to GC, Transfer Yard, 02412-01-10, Dutch Fork Road & Gates Road** [Second Reading]
- **Budget Amendment: Sheriff's Department Administrative Fee** [Second Reading]
- **Solid Waste Management Plan Revision**
- **Emergency Services Station Site Purchases**
- **Jackson Creek Emergency Services Station Construction**
- **Emergency Services Purchase Orders**
- **Purchase of County Crime Bond (St. Paul Travelers/Willis of Greenville)**

- **Liability Claims Administrator (Hewitt Coleman)**
- **Approval of Workers' Compensation Claims Administrator and Excess Insurer (The South Carolina Counties Workers' Compensation Trust)**
- **Purchase of Property Insurance (St. Paul Travelers)**
- **Detention Center Contracts:**
 - **Food Service Management Contract (Aramark Correctional Service)**
 - **Maintenance Contract for the Bluff Road Facility Housing and Energy Plant (W. B. Guimarin & Company, Inc.)**
 - **Bluff Road Fire & Security System Maintenance Contract (Honeywell, Inc.)**
 - **Detention Officer Uniforms Contract Renewal (Wright-Johnson)**
- **Resolution Designating June 2006 as Homeownership Month**
- **Coroner's Request: Approval of Mass Fatalities Management Program Grant**

The vote in favor was unanimous.

THIRD READING ITEMS

06-07MA, Rhonda Jacobs, Westcott Development Co., TMS 02600-09-04, Broad River Rd. & Bookie Richardson Rd., M-1/RU to RM-MD – Ms. Smith moved, seconded by Ms. Dickerson, to approve this item. A discussion took place. The vote in favor was unanimous.

06-06MA, Rhonda Jacobs, Westcott Development Co., TMS 01600-06-01 & 02600-09-01/08/09(p), Broad River Rd. & Bookie Richardson Rd., RU to RS-MD – Ms. Scott moved, seconded by Ms. Smith, to approve this item. The vote in favor was unanimous.

SECOND READING ITEMS

Ordinance Authorizing the Sale and Issuance of Bond Anticipation Note for the Broad River Regional Wastewater Treatment Plant Construction – A discussion took place.

Ms. Scott moved, seconded by Ms. Dickerson, to approve this item. The vote was in favor.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Acceptance of Fee Interest Title for a 77-Acre Parcel Located Off Cabin Creek Road – A discussion took place.

Ms. Smith moved, seconded by Ms. Scott, to defer this item until further information is received.

Homeless Commission Intergovernmental Agreement – A discussion took place.

Ms. Smith moved, seconded by Mr. McEachern, to approve the agreement as recommended by the committee. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS, AND COMMITTEES

- a. **Employee Grievance Committee—1** – Mr. McEachern stated the committee recommended for staff to advertise the vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- a. **Accommodations Tax Committee—2** – Mr. McEachern stated there was one applicant, but he did not meet the criteria for the committee and that the positions would remain open until filled. The vote in favor was unanimous.
- b. **Historic Columbia Foundation—1** – Mr. McEachern stated there was one applicant. The committee's recommendation was to appoint Stephen L. Gilchrist. The vote in favor was unanimous.
- c. **Internal Audit Committee—1** – Mr. McEachern stated there was one applicant. The committee's recommendation was to re-appoint Melvin T. Miller. The vote in favor was unanimous.

III. ITEMS FOR DISCUSSION

- a. **Update on Electronic Agenda** – Mr. McEachern stated that there are currently RFPs out regarding this item and that the estimated costs would be around \$75,000. This item will be on the motions list and Council is to identify a funding source.

Mr. Livingston stated that the costs savings related to the electronic agenda had been requested.

- b. **Amending the Ordinance Requirements Regarding Residence for Board and Committee Members** – Mr. McEachern stated that the two ordinances that needed to be amended were Board of Zoning & Appeals and Planning.

The committee's recommendation was that the ordinances be amended to require applicants be Richland County residents in order to serve. The vote in favor was unanimous.

Mr. McEachern stated that a discussion had taken place in committee regarding the requirements for the Board of Zoning & Appeals. The three options were: (1) Richland County residency, (2) 50% unincorporated and 50% city or (3) 2/3 unincorporated and 1/3 city.

Mr. Montgomery moved, seconded by Mr. McEachern, to amend the ordinance regarding the Board of Zoning & Appeals to state that 2/3 of the members should be from the unincorporated areas of Richland County. A discussion took place.

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson, to send this item back to committee.

<u>In favor</u>	<u>Oppose</u>
Pearce	Montgomery
Livingston	McEachern
Hutchinson	Jeter
Smith	
Scott	
Dickerson	

The substitute motion passed.

- c. **Time Certain for Administrator to Make Recommendations after Receiving Recommendation from Grievance Committee** – Mr. McEachern stated that this item would remain in committee.
- d. **Granting the Grievance Committee a Budget of \$250.00 Towards Supplies** – Mr. McEachern stated that this item will be referred to the budget motion list.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **An Ordinance Amending Ordinance No. 038-06HR, which Authorized Two Deeds to Forum Development II, LLC for Certain Parcels of Land Known as Lot 12 (Approximately 9.665 Acres) and Lot 28 (Approximately 2.713 Acres) in the Richland Northeast Industrial Park; so as to Delete Any Reference to Lot 28** – Mr. Livingston stated that the committee recommended First Reading approval of this item. The vote in favor was unanimous.
- b. **An Ordinance Authorizing An Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park By and Between Richland County, South Carolina and Fairfield County, South Carolina, in Order to Expand the Boundaries of the Park to Include Certain Property Owned by Vulcan Construction Materials, L.P. and other Matters Related Thereto** – Mr. Livingston stated that the committee recommended First Reading approval of this item. The vote in favor was unanimous.
- c. **An Ordinance Authorizing Deed to L-J Inc., for Certain Parcels of Land Known as Lots 18, 19, and 33; Approximately 25.53 Acres, in the Richland Northeast Industrial Park** – Mr. Livingston stated that the committee recommended deferral of this item. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

MOTION PERIOD

Accommodations Tax Recoupment Litigation Contract – Mr. Jeter moved approval of a litigation contract to investigate lost accommodations tax funds to Richland County and to direct

the Administrator to enter into an agreement upon review by the legal department. A discussion took place.

POINT OF ORDER – Mr. Montgomery stated that his understanding was that the County would be looking at entering into a sole source contract without any procurement. Mr. Montgomery felt that Council needed a ruling on the propriety of doing that. A discussion took place.

Ms. Smith stated that this item needed to be placed on the June 20th agenda to give the public notice of the contract. Mr. Jeter agreed. The vote in favor was unanimous.

Collection of Hospitality Tax to Business Service Center – Mr. Jeter referred to the A&F Committee the issue of transferring the collection of hospitality tax to the Business Service Center from the Treasurer's Office. The vote in favor was unanimous.

Resolution for Vanderlyn Davis McCloud – Mr. McEachern moved to adopt a resolution for Ms. McCloud upon her retirement from Keenan High School. The vote in favor was unanimous.

Proposed Designated Parking Ordinance – Mr. Montgomery referred to the D&S Committee a proposed ordinance similar to the City of Columbia's ordinance in regarding to parking on designated spaces on residential lots and areas zoned residential low density, medium density and high density. The vote in favor was unanimous.

Floodplain Moratorium Extension – Ms. Smith moved, seconded by Mr. Montgomery to approve the ordinance extending the floodplain moratorium. The motion failed.

Ms. Smith referred the floodplain moratorium extension to the June 20th meeting. A discussion took place.

Ms. Scott moved, seconded by Ms. Smith, to reconsider. The vote in favor was unanimous.

Ms. Smith moved, seconded by Mr. Montgomery, to give First Reading approval to the ordinance extending the floodplain moratorium. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:58 p.m.

Anthony G. Mizzell, Chair

L. Gregory Pearce, Jr. Vice-Chair

Doris M. Corley

Joyce Dickerson

Valerie Hutchinson

Damon Jeter

Paul Livingston

Joseph McEachern

Mike Montgomery

Bernice G. Scott

Kit Smith

The minutes were transcribed by Michelle M. Onley

MINUTES OF



RICHLAND COUNTY COUNCIL SPECIAL CALLED MEETING TUESDAY, APRIL 25, 2006 IMMEDIATELY FOLLOWING ZONING PUBLIC HEARING

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

MEMBERS PRESENT

Chair: Anthony G. Mizzell
Vice-Chair: L. Gregory Pearce, Jr.
Member: Doris M. Corley
Member: Joyce Dickerson
Member: Valerie Hutchinson
Member: Damon Jeter
Member: Paul Livingston
Member: Joseph McEachern
Member: Mike Montgomery
Member: Bernice G. Scott
Member: Kit Smith

ALSO PRESENT: Larry Smith, Rodolfo Callwood, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting started at approximately 8:00 p.m.

Mr. Ed Garrison thanked Council for their participation and contribution to the International Downtown Association Conference.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that Ms. Corley's mother, Ms. Meetze, was in the audience.

POINT OF PERSONAL PRIVILEGE – Mr. Mizzell stated that he participated in the International Downtown Association Conference and that he was proud of Richland County and the accolades he received from everyone associated with the conference. Mr. Livingston stated that he also participated in the conference and he wished that more of Council could have been there because it was a topnotch conference.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that Blythewood Town Council member Keith Bailey was in the audience.

ITEMS FOR ACTION

Report of the County Administrator Search Task Force – Mr. Mizzell stated that the Task Force met last week and they have unanimously endorsed the Mercer Group of Atlanta, Georgia. The Task Force recommended that staff enter into contractual negotiations with the Mercer Group to assist the County with the Administrator Search. The vote in favor was unanimous.

ADJOURNMENT

Mr. Montgomery moved, seconded by Mr. McEachern, to adjourn. The meeting adjourned at approximately 8:20 p.m.

Submitted by,

Anthony G. Mizzell, Chair

L. Gregory Pearce, Jr.

Doris M. Corley

Joyce Dickerson

Valerie Hutchinson

Damon Jeter

Paul Livingston

Joseph McEachern

Mike Montgomery

Bernice G. Scott

Kit Smith

The minutes were transcribed by Michelle M. Onley

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AUTHORIZING CERTAIN ECONOMIC INCENTIVES, INCLUDING PAYMENT OF A FEE IN LIEU OF PROPERTY TAXES, THE AWARD OF INFRASTRUCTURE IMPROVEMENT CREDITS, AND OTHER RELATED MATTERS, PURSUANT TO A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SC AND MCENTIRE PRODUCE, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, AND CERTAIN AFFILIATES OF MCENTIRE PRODUCE, INC., INCLUDING R.C. MCENTIRE TRUCKING, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, AND MCENTIRE LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAW AND STATE OF SOUTH CAROLINA PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, FOR A PROJECT INVOLVING AN INVESTMENT OF NOT LESS THAN \$25,000,000.

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

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

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

WHEREAS, the County and Fairfield County have established a multi-county industrial park in accordance with the provisions of Title 4, Chapter 1, Section 170 of the Code (the "Park"); and,

WHEREAS, McEntire Produce, Inc. a corporation organized and existing under the laws of the State of South Carolina, along with certain affiliates, including R.C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina (collectively, the "Company"), desire to purchase property located in the County and to construct thereon a facility for the production of finished produce products and the distribution of such products (the "Project" as further defined herein) and has requested the County to commit to provide certain inducements to the Company by entering into an inducement agreement; and,

WHEREAS, the Project involves an anticipated investment by the Company of at least \$25,000,000; and,

WHEREAS, the Project involves the possible creation of at least 200 new jobs in the County; and,

WHEREAS, the County, by proper corporate action committed to provide certain economic development incentives by proper resolution of the County Council setting forth the commitment to and the general terms of the Inducement Agreement (the "Inducement Agreement") with the Company concerning the Project (the "Inducement Resolution"); and,

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act (the "Fee Agreement") pursuant to which the property comprising the Project will be exempted from *ad valorem* property tax and the Company shall make certain payments to the County in lieu of *ad valorem* property taxes, after a deduction therefrom for infrastructure improvement credits ("FILOT Payments"), as committed to in the Inducement Agreement and as described more fully in the Fee Agreement; and,

WHEREAS, the County has reviewed the Fee Agreement, the form of which is attached to this ordinance and incorporated herein, and determined that the same is appropriate in form and substance for execution by the County.

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

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, as follows:

(a) the Project will constitute a "project" as defined in the Act, and the County's actions with respect to the Project will subserve the purposes of and conform to the Act;

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

(c) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against the general credit or taxing power of either;

(d) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County's tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs;

(e) the County is expected to derive substantial direct economic benefits and numerous indirect benefits, such as indirect employment, indirect payroll income generated through direct, indirect, and induced income, and indirect investment (all as determined under generally accepted economic impact methodology);

(f) the inducement of the Project within South Carolina by means of the economic development incentives authorized herein is of paramount importance;

(g) the Project will serve the purposes of the Act by promoting industrial development in the County and in the State; and

(h) the form of the Fee Agreement, which includes provision for the Company's receipt of Infrastructure Improvement Credits in amounts set forth in that Fee Agreement, presented to this meeting and filed with the Clerk of the County Council (the "Clerk"), contains all provisions required by the Act, and 1) ensures the Fee Agreement does not contain or constitute a general obligation of the County or any incorporated municipality, but an obligation only payable from the FILOT payments received by the County hereunder and under Article VIII of the Constitution of the State with respect to the Project; 2) ensures the County's obligations hereunder with respect to such Infrastructure Improvement Credits are not secured by, or in any way entitled to a pledge of the full faith, credit or taxing power of the County or any incorporated municipality; 3) ensures the Fee Agreement and Infrastructure Improvement Credits do not constitute an indebtedness of the County or any incorporated municipality within the meaning of any State constitutional provision or statutory limitation but are payable solely from the source of payments pledged hereunder, which source does not include revenues from any tax or license, and are not a pecuniary liability of the County or an incorporated municipality or a charge against the County or any incorporated municipality's general credit or taxing power.

Section 2. Approval of Fee Agreement. The Fee Agreement is approved as follows:

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

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

(c) If under the Fee Agreement or the Act any future actions of the Company (including, without limitation, the supplementation of the Exhibits and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the County officials executing the Fee Agreement or their successors in office upon affirmative resolution of the County Council. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 3. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things necessary to effect the execution and delivery of the Fee Agreement and the County's performance of its obligations under the Fee Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Ordinance Modification. This Ordinance shall not be amended, rescinded or modified except with the prior written consent of the Company.

Section 7. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council and shall supersede any inconsistent ordinances.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

(SEAL)

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 16, 2006
Public Hearing: June 6, 2006
Second Reading: June 6, 2006
Third Reading: June 20, 2006 (tentative)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR**

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE PROJECT ACQUISITION PERIOD UNDER THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND SYSCO FOOD SERVICES OF COLUMBIA, LLC DATED AS OF NOVEMBER 1, 2001, TO ALLOW THE COMPLETION OF THE PROJECT, THE AMENDMENT OF SUCH LEASE AGREEMENT TO REFLECT SUCH EXTENSION AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution") and the Code of Laws of South Carolina 1976, as amended, the (the "Code"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as in effect on the date hereof (the "Act"), to acquire, or cause to be acquired, properties (which properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and Sysco Food Services of Columbia, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), have heretofore entered into an Agreement dated November 1, 2001 (the "Fee Agreement") providing for certain incentives, including, without limitation, payment of a fee in lieu of taxes;

WHEREAS, the Company has not completed the Project (as such term is defined in the Fee Agreement) and has requested, in accordance with Section 3.2(b) of the Fee Agreement, that the County extend the Investment Period (as defined in the Fee Agreement) as permitted by Section 12-44-30(13) of the Act from the end of the fifth year following the Commencement Date until the last day of the tenth year following the Commencement Date;

WHEREAS, the County has determined that the extension of the Project Acquisition Period (the "Extension") would directly and substantially benefit the general public welfare of the County by allowing the Company to complete the Project, by inducing the Company to further investments and by providing the creation of jobs and employment, the increase of ad valorem tax base, service, employment or other public benefits not otherwise provided locally; and that the Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general

credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the additional investments in and completion of the Project which is located in the County and State is of paramount importance; and that the benefits of the Extension and completion of the Project will be greater than the costs;

WHEREAS, the Extension will be effected pursuant to an amendment to the Lease Agreement (the "Amendment") which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Richland County, South Carolina (the "County Council") as follows:

Section 1. Approval of Extension of Project Acquisition Period. Richland County hereby grants an extension of the period to complete the Project under the Lease Agreement pursuant to Section 4-12-30(C)(2) of the Act until the end of the tenth year following the end of the property tax year during which the Lease Agreement was executed, which is through December 31, 2008.

Section 2. Execution of Amendment to Lease Agreement. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they each are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

Section 3. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 4. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. Effectiveness of Ordinance. All Ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. In all other respects the prior Ordinances, resolutions and parts thereof which are not in conflict with the amendments hereto, shall

remain in full force and effect. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 7. Official Action. It is the intention of the County Council that this Ordinance shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the project acquisition period under a fee-in-lieu-of-tax agreement for the inducement of economic development projects.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

(SEAL)

Attest this _____ day of _____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 16, 2006
Second Reading: June 6, 2006
Public Hearing: June 20, 2006 (tentative)
Third Reading: June 20, 2006 (tentative)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 15100-06-07 AND TMS # 17800-04-68 FROM RU (RURAL DISTRICT) TO PDD (PLANNED DEVELOPMENT DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:**

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the properties described as TMS # 15100-06-07 and TMS # 17800-04-68 from RU (Rural District) zoning to PDD (Planned Development District) zoning.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall comply with the Master Plan (dated February 28, 2006), entitled “Blythewood Farms”, which was submitted to, and is on file in, the Richland County

Planning & Development Services Department (hereinafter referred to as "PDSD"), and is incorporated herein by reference, except as otherwise amended herein; and

- b) The site development shall be limited to 699 dwelling units that are substantially in the locations depicted on the site development plan, which is attached hereto as Exhibit A; and
- c) Should the applicant decide to develop the site in phases, a phasing plan must be provided to the PDSD prior to the department's review of any construction plans or site specific plans; and
- d) Unless otherwise provided herein, all development shall conform to all relevant land development regulations in effect at the time a permit application is received by the PDSD; and
- e) The following changes to the Master Plan are termed "major changes" and shall be subject to the requirements of Section 26-59 (j) of the Richland County Land Development Code; i.e. a review and recommendation by the Planning Commission and a new ordinance by the County Council:
 - 1) Changes in the location of land uses;
 - 2) Any increase in the gross density or intensity; and/or
 - 3) Changes in the pattern or amount of traffic flow; and
- f) The Planning Commission is hereby authorized to make minor amendments to the Master Plan, or as otherwise allowed by Section 26-59 (j) of the Richland County Land Development Code; and
- g) The PDSD is hereby authorized to make minor adjustments to the phasing schedule as may become necessary during the project's construction; and
- h) No land development permits or building permits shall be issued until the project complies with the requirements of Section 26-59 (h) (1)-(5) of the Richland County Land Development Code; and
- i) Prior to the PDSD's issuance of any site clearance or development permits for the project, the applicant shall submit:
 - 1) Evidence that consideration was given to dedicating a 20' right-of-way along the south side of Langford Road within the project boundaries to Richland County; and
 - 2) A copy of a recorded 66 foot wide right-of-way deed for access to Rimer Pond Road; and
- j) The applicant shall construct a properly designed and landscaped roadway within the public right-of-way (referenced above); and
- k) All internal streets shall be publicly owned and maintained by Richland County; and
- l) Access to the subject site shall be limited to two intersections on Langford Road and one entrance on Rimer Pond Road; and
- m) The developer shall submit plans to the South Carolina Department of Transportation showing right turn (deceleration) lanes at the Langford Road and Rimer Pond Road entrances and showing left turn lanes at the Rimer Pond Road entrance and at the Langford Road entrance closest to the railroad track; and
- n) The applicant shall construct landscaped berms, fences, walls, or some combination thereof, to ensure that no parcel will have direct vehicular access onto Langford Road; and
- o) Prior to approval of the preliminary subdivision plans, the applicant shall submit to the PDSD written evidence of:
 - 1) The U.S. Army Corps of Engineers' approval of the wetlands delineation and/or encroachment permit, and
 - 2) FEMA's approval if required for improvements to the 100 year flood plain and floodway, and

- p) The applicant shall provide a minimum 20 foot wide natural buffer around all the delineated wetlands; and
- q) The applicant shall dedicate the area of land as shown in the Master Plan through the Town of Blythewood as open space; and
- r) The applicant shall move the proposed road, which is closest to the intersection of Langford Road and Wilson Boulevard, further east on Langford Road; and
- s) The applicant shall ensure both the volume and quality of stormwater discharges via any combination of acceptable Low Impact Development (LID) or other technologies; and
- t) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- u) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest.

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

Section IV. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section V. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 23, 2006
First Reading: May 23, 2006
Second Reading: June 6, 2006
Third Reading: June 20, 2006 (tentative)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 01500-02-15 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property described as TMS # 01500-02-15 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 23, 2006
First Reading: May 23, 2006
Second Reading: June 6, 2006
Third Reading: June 20, 2006 (tentative)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS A PORTION OF TMS # 13607-02-01 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:**

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property (a portion of TMS # 13607-02-01) described in Exhibit A, which is attached hereto, from HI (Heavy Industrial District) zoning to RM-HD (Residential, Multi-Family – High Density District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 23, 2006
First Reading: May 23, 2006
Second Reading: June 6, 2006
Third Reading: June 20, 2006 (tentative)

Exhibit A
Property Description

Richland County TMS 13607-02-01, 24.18 acres on Southern Drive near Bluff Road and on Shop Road near Columbia in Richland County, South Carolina

Point of beginning is an iron new ½” rebar on the western r/w of Southern Drive and 154.90’ north of the intersection of the western r/w of Southern Drive and the northern r/w of Bluff Road; thence along the 100 year flood line on a bearing of N77°51’32”W for a distance of 94.41 to an iron new on 100 year flood line; thence, along 100 year flood line on a chord bearing of N40°49’35”W for a chord distance of 93.57’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N09°27’38”N for a distance of 146.88’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a chord bearing of N32°16’46”E for a chord distance of 156.85’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N70°53’31”E for a distance of 131.62’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a chord bearing of N10°59’37” E for a chord distance of 107.58’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a chord bearing of N10°07’26”W for a chord distance of 107.82’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N40°46’52”E for a distance of 211.70’ to an iron new ½” rebar on 100 year flood line; thence along 100 year flood line on a bearing of N19°01’37”E for a distance of 119.30’ to an iron new ½” rebar on 100 year flood line; thence along 100 year flood line on a chord bearing of N50°26’26”E for a chord distance of 80.92’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N71°12’15”E for a distance of 50.08’ to an iron new ½” rebar on 100 year flood line; thence along 100 year flood line on a chord bearing of N06°02’28”W for a chord distance of 52.28’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of S79°10’35”W for a distance of 64.11’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a chord bearing of N04°51’42”E for a chord distance of 74.93’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N13°39’21”E for a distance of 243.99’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N29°42’26”E for a distance of 68.13’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N67°58’22”E for a distance of 59.98’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a chord bearing of N16°54’32”E for a chord distance of 46.53’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N20°05’56”E for a distance of 267.90’ to an iron new ½” rebar on 100 year flood line; thence, along 100 year flood line on a bearing of N35°09’25”E for a distance of 96.37’ to a point in center of creek; thence, along center of creek on a bearing of S87°25’47”E for a distance of 100.38’ to a point in center of creek; thence, along center of creek on a bearing of N28°23’24”E for a distance of 44.06’ to a point in center of creek; thence along center of creek on a bearing of N20°25’57”E for a distance of 40.93’ to the intersection of the center of the creek and the southern r/w of Old Shop Road to a calculated point; thence along the southern r/w of Old Shop Road on a bearing of S31°27’14”E for a distance of 18.33’ to a calculated point; thence, along southern r/w of Old Shop Road on a bearing of S49°34’14”E for a distance of 245.42’ to an iron new an ½” rebar; thence along southern r/w of Old Shop Road on a bearing of S85°10’17”E for a distance of 323.61’ to an iron

new ½” rebar; thence, along southern r/w of Old Shop Road on a bearing of S85°10’14”E for a distance of 154.06’ to an iron new ½” rebar at the intersection of the southern r/w of Old Shop Road and Shop Road; thence, along southern r/w of Shop Road on a bearing of S58°02’10”E for a distance of 83.32’ to an iron new ½” rebar; thence, running along the western boundary of Southern Region Industrial on a bearing of S33°39’21”W for a distance of 808.94’ to an iron new ½” rebar; thence, on a bearing of N56°20’43”W for a distance of 66.68’ to an iron new ½” rebar; thence, on a bearing of S53°41’31”W for a distance of 428.67’ to an iron new ½” rebar at the northern end of Southern Drive; thence, along the r/w of Southern Drive on a chord bearing of N54°38’57”W for a chord distance of 4.68’ to an iron new ½” rebar; thence, along western r/w of Southern Drive on a chord bearing of S51°43’53”W for a chord distance of 142.52’ to an iron new ½” rebar; thence, along western r/w of Southern Drive on a bearing of S37°40’15”W for a distance of 287.45’ to an iron new ½” rebar; thence along western r/w of Southern Drive on a bearing of S37°27’48”W for a distance of 370.99’ to an iron new ½” rebar; thence along western r/w of Southern Drive on a chord bearing of S41°21’49”W for a chord distance of 116.87’ to point of beginning.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02412-01-10 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property described as TMS # 02412-01-10 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of _____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 23, 2006
First Reading: May 23, 2006
Second Reading: June 6, 2006
Third Reading: June 20, 2006 (tentative)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2005-2006 GENERAL FUND ANNUAL BUDGET TO ADD THREE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$339,000) TO INCREASE THE SHERIFF'S DEPARTMENT BUDGET TO PROVIDE FUNDING FOR FUEL, PART-TIME EMPLOYMENT, AND OTHER MISCELLANEOUS ITEMS.

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

SECTION I. That the amount of Three Hundred Thirty Nine Thousand Dollars (\$339,000) be appropriated to the FY 2005-2006 General Fund Annual Budget. Therefore, the Fiscal Year 2005-2006 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2005 as amended:	\$108,300,624
Fund Balance Allocation from Sheriff Administrative Fee:	<u>339,000</u>
Total General Fund Revenue as Amended:	\$108,639,624

EXPENDITURES

Expenditures appropriated July 1, 2005, as amended:	\$108,300,624
Add to Sheriff's Department Fuel:	283,000
Add to Sheriff's Department Part-Time Employment:	23,000
Add to Sheriff's Department for Miscellaneous Items:	<u>33,000</u>
Total General Fund Expenditures as Amended:	\$108,639,624

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE _____ DAY
OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 30, 2006
Second Reading: June 6, 2006
Public Hearing: June 20, 2006 (tentative)
Third Reading: June 20, 2006 (tentative)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2005-2006 GENERAL FUND ANNUAL BUDGET TO ADD THREE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$339,000) TO INCREASE THE SHERIFF'S DEPARTMENT BUDGET TO PROVIDE FUNDING FOR FUEL, PART-TIME EMPLOYMENT, AND OTHER MISCELLANEOUS ITEMS.

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

SECTION I. That the amount of Three Hundred Thirty Nine Thousand Dollars (\$339,000) be appropriated to the FY 2005-2006 General Fund Annual Budget. Therefore, the Fiscal Year 2005-2006 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2005 as amended:	\$108,300,624
Fund Balance Allocation from Sheriff Administrative Fee:	<u>339,000</u>
Total General Fund Revenue as Amended:	\$108,639,624

EXPENDITURES

Expenditures appropriated July 1, 2005, as amended:	\$108,300,624
Add to Sheriff's Department Fuel:	283,000
Add to Sheriff's Department Part-Time Employment:	23,000
Add to Sheriff's Department for Capital Assets to be carried over to FY 07:	<u>33,000</u>
Total General Fund Expenditures as Amended:	\$108,639,624

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE ____ DAY
OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 30, 2006
Second Reading: June 6, 2006
Public Hearing: June 20, 2006 (tentative)
Third Reading: June 20, 2006 (tentative)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND BRIGHT-MYERS 2001, LLC, AND OTHER MATTERS RELATED THERETO.

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code Annotated, Title 6, Chapter 31 (1976), as amended (the "Act"), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Bright-Myers 2001, LLC (the "Owner") is the owner of certain land in northeast Richland County and wants to develop a retail shopping center and other commercial uses; and

WHEREAS, the County has determined that the coordinated development of this tract of approximately 40 acres will assist in the County's planning for suitable growth in northeast Richland County, consistent with the comprehensive plan; and

WHEREAS, pursuant to the Act, the County is authorized to enter into binding development agreements with certain persons having legal or equitable interests in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for Bright-Myers 2001, LLC;

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

SECTION I. The development agreement between Richland County, South Carolina and Bright-Myers 2001, LLC, a copy of which is attached hereto and incorporated herein, is hereby approved, and the chair of County Council is authorized to execute same.

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION IV. Effective Date. This Ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST this the ____ day of
_____, 2006

Michielle R. Cannon-Finch
Clerk of Council

First Reading:	April 18, 2006
First Public Hearing:	June 20, 2006 (tentative)
Second Reading:	June 20, 2006 (tentative)
Second Public Hearing:	July 11, 2006 (tentative)
Third Reading:	July 11, 2006 (tentative)

WHEREAS, the Owner has effected zoning upon the Property in such manner as to limit the gross area for various specified uses within the total land area of the Property; it is Owner's intention to further confirm, designate and limit the Property to uses typical to and compatible with large, high traffic retail shopping centers in the manner herein particularized by reference to uses generally permitted within the district classification GC (General Commercial) of the County's Land Development regulations (Chapter 26 of the Richland County Code of Ordinances); and

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed developments, and a stable and viable tax base; and

WHEREAS, the County finds that the program of development proposed by the Owner for its Property is consistent with the County's comprehensive land use plan and will further the health, safety, welfare, and economic well being of the County and its residents; and

WHEREAS, the Owner's program for development of the Property presents an opportunity for the County to secure quality planning and growth, thoughtful concern for the environment, and a strengthened tax base, all in accordance with the county's vision plan; and

WHEREAS, this Development Agreement is being made and entered between the Owner and the County, under the terms of the Act, for the purpose of providing assurances to the Owner that it may proceed with its development plans under the terms hereof, without encountering future changes of law which materially adversely affect the Owner's ability to develop under its plans, and for the purposes of providing important protection to the natural environment and long term financial stability and a viable tax base to the County of Richland;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and the Owner of entering into this Agreement, and to encourage well planned developments in the County, the receipt and sufficiency of such consideration being hereby acknowledged, the County and the Owner hereby agree as follows:

1. **INCORPORATION.** The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10 (B) of the Act.

2. **DEFINITIONS.** As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended.

"Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.

“Common Property” means “Common Property” as that term is defined under an Association’s Covenants. The designation of any land and/or improvements as Common Property shall not mean or imply that the public at large acquires any easement of use or enjoyment therein unless that intent is clearly expressed by the context.

“County” means the County of Richland, a political subdivision of the State of South Carolina.

“County Council” or “Council” means the elected governing body of the County of Richland.

“Covenants” or “Declaration” means and refers to the Declaration of Restrictive and Protective Covenants for the Property recorded in the ROD Office for Richland County and all amendments and supplements thereto that apply to the Property.

“Developer” means the Owner and all successors in title or lessees of Owner who undertake Development of the Property or to whom Development Rights are transferred.

“Development” means the planning for or carrying out of building activity or site work, or the dividing of land into parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Property as are authorized by this Agreement.

“Development Agreement Ordinance” means the ordinance adopted by the County on _____, 2006, approving this Development Agreement (Ordinance No. ____-06HR).

“Development Parcel” means any parcel of land on which Development may occur, including platted Lots and unplatted parcels.

“Development Permit” includes a building permit, zoning permit, subdivision approval, zoning certification, special exception, variance, certificate of occupancy, or any other official action of the County having the effect of permitting the Development or use of property.

“Development Rights” means Development undertaken by the Owner(s) or Developer(s) in accordance with this Development Agreement.

“DHEC” means the South Carolina Department of Health and Environmental Control (and any successor entity).

“Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage and potable water. The Owner and the County, respectively, are responsible for only those specific Facilities that Owner and County expressly undertake to provide in this Agreement.

“Finished Grade” means the finished ground level adjoining the building at all exterior walls.

“Gross Leasable Area” (“GLA”) or “Gross Commercial Footage” means total floor area for which a tenant pays rent or that is designed for an owner’s or a tenants’ occupancy and exclusive use. Said floor area does not include public or common areas, such as utility rooms and stairwells. GLA or Gross Commercial Footage shall be counted toward the square footage caps in Section 14.

“Height” means the average finished ground elevation at the base of the structure to the highest point of the roof structure; provided that spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing mechanical equipment, or other such structures placed above the roof level and not intended for human occupancy shall not be subject to height limitations.

“Impervious Surface” means a surface that does not permit the absorption of storm water into the ground.

“Land Development Regulations” means ordinances and regulations enacted by the County Council for the regulation of any aspect of Development and includes, but is not limited to, zoning, rezoning, subdivision, building construction, occupancy, aesthetic, environmental, road, or sign regulations, or any other regulations controlling the Development or use of property.

“Laws” means all ordinances, laws, and regulations adopted by a local, state, or federal governing body affecting the Development of property and includes, without being limited to, those governing permitted uses of property, density, design, improvement, and construction standards and specifications.

“Lot” means a means a parcel of land clearly defined by plat or by metes and bounds description and held or intended to be held in separate lease or ownership; or in context of this Agreement, a specifically defined or described Development Parcel identified as a “Lot”.

“Owner” or “Property Owner” means Bright-Myers 2001, LLC, or, where the context requires, a successor in title to the Owner.

“Parties”, unless otherwise specified in context, are the Owner and the County.

“Planning Commission” means the Richland County Planning Commission (and any successor entity).

“Project” means the Development that has occurred and will occur on the Property described in Exhibit A and includes any improvements or structures customarily regarded as part of real property, unless otherwise clearly indicated by context of this Agreement.

“Property” or “Real Property” means those certain tracts of land constituting, in the aggregate, the 40± acres that is the subject of this Agreement and described in Exhibit A (of which property 38.2± acres is “highland” for purposes of the Act and this Agreement).

“SCDHPT” means the South Carolina Department of Highways and Public Transportation (and any successor entity).

“Setback” means the minimum distance by which any building or structure must be separated from lot lines of the lot on which it is located.

“Subdivision Plat” means a recorded or a recordable graphic description of property prepared and approved in compliance with the ordinances of the County of Richland with respect to the Property, or portions thereof, after the effective date of this Agreement.

“Term” means the duration of this Agreement as set forth herein.

“Tract” or “Parcel” or “Portion of the Property” means a more particularized area constituting less than the whole of the Property

“Vested Uses” means the general commercial uses described and authorized on any portion of the Property by this Agreement.

“Vested Commercial Footage” means all the Gross Leasable Area or Gross Commercial Footage authorized on any portion of the Property by this Agreement.

“Zoning Regulations” means the Richland County Land Development Code, effective July 1, 2005.

3. PARTIES. The Parties to this Agreement are the Owner and the County.

4. RELATIONSHIP OF THE PARTIES. This Agreement creates a contractual relationship between the County and the Owner. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein a Party may be held responsible for the acts of the other Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby one Party may be rendered liable in any manner for the debts or obligations of the other Party, to any person or entity whatsoever, whether such debts or obligations arise under this Agreement or outside of this Agreement.

5. WARRANTY OF OWNERSHIP. The Owner warrants that it is the sole owner-in-interest of 1.26± acres of the Property and is in the process of purchasing the remaining 38.43± acres of the Property from Columbia Northeast Associates and that there are no other legal or equitable Owners of the Property as of the effective date of this Agreement.

6. BENEFITS AND BURDENS. The County and the Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure to, each of them and to their successors in interest.

7. CONSISTENCY WITH THE COUNTY'S COMPREHENSIVE LAND USE PLAN AND LAND DEVELOPMENT REGULATIONS. The County agrees and represents that this Agreement is consistent with the County's Comprehensive Land Use Plan and Land Development Regulations and with all applicable County ordinances (as of the date of this agreement), including, but not limited to: zoning, land development (subdivision), landscaping, storm water management, and interim zoning regulations, all of which are incorporated herein by reference.

8. LEGISLATIVE ACT. This Agreement constitutes a legislative act of the County Council of Richland County. The County Council entered into this Agreement only after following procedures required by the Act and the adoption of the Development Agreement Ordinance No. ___-06HR This Agreement shall not be construed to constitute a debt of the County as referenced in S.C. Code Section 6-31-145. Nothing in this Agreement shall be deemed to be a pledge of the County's general credit or taxing powers.

9. APPLICABLE LAND USE REGULATIONS. Except as otherwise provided by this Agreement, the Act, or the Development Agreement Ordinance, the Laws applicable to Development of the Property that is subject to this Agreement are those in force at the time of execution of this Agreement. In accordance with Section 6-31-80 of the Act, the County shall not apply subsequently adopted Laws and Land Development Regulations to the Property or the Project unless the County has held a public hearing and has determined: (1) the proposed subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing this Agreement and do not prevent the Development set forth in this Agreement in any way, including limiting its intensity, flexibility, completeness, practicality or increasing the cost of such Development; (2) the proposed subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare, and the proposed subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) the provisions of this Agreement are based on substantially and materially inaccurate information supplied by the Owner.

10. BUILDING CODES AND OTHER SUCH REGULATIONS. In accordance with Section 6-31-160 of the Act, and notwithstanding any provision which may be construed to the contrary in this Agreement, the Owner must comply with any building, housing, electrical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by the South

Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to Development of the Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes.

11. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date this Agreement is executed by the County and the Owner and terminate five (5) years thereafter. Provided, however, the term of this Agreement may be extended for an additional five (5) years at the request of either party and with the consent of the non-requesting party. The party requesting the extension shall provide written notice to the other not more than one (1) year nor less than six (6) months prior to the expiration of the term. The non-requesting party shall respond in writing within thirty (30) days if it declines the extension of the term, in which event the term expires as herein provided. If the non-requesting party does not decline the extension, the term of this Agreement shall automatically be extended an additional five (5) years. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the term by mutual agreement or from entering into subsequent development agreements, as permitted by the Act.

12. DEVELOPMENT OF THE PROPERTY. The Property shall be developed in accordance with this Agreement, which is consistent with the Zoning Regulations and Laws, as herein defined. The Property is intended to be developed in accordance with the development schedules, attached as Exhibit B. Pursuant to Section 6-31-60(B) of the Act, the failure of the Owner and Developers to meet the development schedules shall not, in and of itself, constitute a material breach of this Agreement, but shall be judged based upon the totality of circumstances, including, but not limited to, the good faith efforts made to attain compliance with the development schedules. Factors affecting a failure to meet the development schedules may include, but shall not be limited to, market conditions, availability of financing, competitive developments, and other circumstances beyond the Owner's control.

13. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE REAL PROPERTY. Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations and Laws, as defined herein, and as may be modified in the future pursuant to the terms hereof, in accordance with this Development Agreement and the Act, for the entirety of the Term or any applicable extension thereof. Future enactments of, or changes or amendments to, County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations and Laws shall apply to the Property only if permitted pursuant to the Act.

Vested Rights. Subject to the provisions of Section 9 of this Agreement, all rights accorded the Owner by this Agreement shall immediately constitute vested rights for the Development of the Property. Section 9 of this Agreement does not abrogate any rights either preserved by Section 6-31-140 of the Act, or that may have vested pursuant to common law or otherwise in the absence of a development agreement.

14. VESTED RIGHTS AS TO PERMITTED USES FOR THE TRACTS.

A. The development uses permitted on the Property will be as follows:

All 40± acres of the Property are zoned for general commercial uses pursuant to GC (General Commercial) zoning district classifications, as herein limited;

B. Within such classification, the uses, building intensities and height shall be as follows:

(1) GC Retail

Total retail shop space, shall not exceed 240,000 square feet plus or minus 10%. Not more than 3 free standing retail structures shall be permitted as follows:

- (a) Not more than one retail structure in excess of 205,000 square feet, plus or minus 10%
- (b) Not more than 2 multi-tenant retail structures between 10,000 square feet and 25,000 square feet, plus or minus 10%.

(2) GC Outlots

- (a) Total outlot units, including office uses permitted in GC zoning districts, shall not exceed 25,000 square feet, plus or minus 10%.
- (b) Not more than two (2) freestanding single tenant non-retail structures shall be permitted on the two(2) GC Outlots at the southeastern corner of the Property.

C. Except as otherwise limited and specified herein, height restrictions on buildings subject to this Development Agreement will follow the applicable height provisions currently controlling development within the GC zoning district classification of the Richland County Land Development Code as applicable to general development.

(1) GC Height

- (a) The primary large single tenant retail structure shall not exceed 35 feet in height, and other retail structures shall not exceed 35 feet in height.
- (b) Within 100 feet of the Killian Road right-of-way line no structure in the GC retail or non-retail classification shall exceed 35 feet in height.

(c) No structure within the Property shall exceed the height permitted by the zoning regulations.

D. Population density on the Property is estimated, as follows:

- (1) Retail uses, approximately 5 employees per 1,000 square feet. The customer population is anticipated to be typical of what is permitted in the zoning ordinance;
- (2) Office and other commercial uses, approximately 10 persons per 1,000 square feet;
- (3) Dwelling units - Not applicable.

Provided, however, specific population projections are expected to vary, dependent upon time and seasonal considerations for all commercial uses. Such variables and details cannot be accurately projected at the inception of this Agreement, but may constitute a relevant part of the annual review process provided for by the Act and this Agreement.

E. The following minimum set-back requirements are established for the Property:

- (1) No building shall be erected within: (i) 25 feet of the right-of-way line of the Interstate Highway 1-77 (East boundary of the Property); (ii) 25 feet of the right-of-way line of Killian Road; or (iii) 50 feet of the west property boundary adjacent to residential properties zoned RU (Rural).
- (2) No paving, other than driveway entrances, or parking lots shall be permitted within 10 feet of the right-of-way line of Killian Road or within 16 feet of the west property boundary adjacent to the residential properties zoned RU.

Provided, however, the set-back restrictions herein stated are acknowledged by Developer and County to be the minimums related to the specified lot lines and that the stated minimums shall not be the typical or normative standard utilized by Developer in the overall site development, or for the specified lot lines.

- (3) Landscaping buffers and landscaping features within the required set-backs hereinabove prescribed will be under primary superintendence of the Owner. Landscaping of the said buffers and set-backs will be consistent with the requirements of the Richland County Land Development Code. Wherever a situation shall occur within the Property, whether in a setback area or within individual land parcels within the Property, for which installation of fences, berms, or berm walls are typically required, there shall be no requirement for fences, berms, or berm walls, provided that plant materials sufficient to accomplish the

same architectural and aesthetic purpose of such structures shall be installed. Landscaping requirements for the remainder of the Property, unless otherwise specified by this Agreement, will be in conformity with the existing requirements of the GC zoning district classification and in conformity with the provisions of Section 26-176 of the Richland County Land Development Code, as applicable, at inception of this Agreement.

- F. Greenspace within the interior of the developed Property site (landscape islands, strip islands between retail shop buildings and the primary parking lot, etc.) will be approximately 2.3 acres.

Undisturbed areas within the delineated wetlands and the 100 year flood plain along the northern perimeter of the site will be approximately 1.50 acres.

All other "green" and pervious areas on the development site, including the entire detention pond [which will permanently hold water] near the northern property boundary, the bufferyards against the eastern and western edges of the site, and the streetyards along the Killian Road and I-77 right-of-way will be approximately 11.50 acres.

The aggregate area of greenspace across the Property site, as indicated, is approximately 15.13 acres, or approximately 37.8% of the total area of the Property. [NOTE: Some additional greenspace will exist within the interior portions of the two outlots based upon final site plans for the outlot development.]

- G. Owner and the County agree to prescribe and limit the Property to two (2) traffic access points on Killian Road. Turn lanes and other traffic handling and road improvements, including signalization of two (2) intersection points shall be constructed by Owner on Killian Road in conjunction with the indicated access points to the Property, as are more fully described on Exhibit C hereto. Final plans for all such matters of design and construction will be subject to approval by SCDHPT and the Richland County Engineer.

15. **VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE TRACTS.**

- A. Building Development Standards and Design Standards. Except as otherwise specified or limited by this Agreement, minimum Lot area, Lot size, Lot width, Lot depth, Lot coverage, setback and yard requirements shall be in accord with the provisions of the GC zoning district classifications, subject to reasonable adjustment by the Owner and subject to review by the County for consistency with the development plans for the Property. The Owner shall establish limitations for total ground coverage applicable to all impervious surfaces, including building foot prints, decks, walkways, parking and circulation areas, etc.; provided the same shall not exceed the aggregate building densities as prescribed by this Agreement, which provisions shall be subject to review by the County for consistency with the development plans for the Property as provided for by this Agreement.

- B. Aesthetics. The design of the Development of the Property shall be governed by the Owner directly or through an ARC. Owner shall provide renderings of the proposed major retail building for review prior to the effective date of this Agreement. Owner shall not be required to obtain the consent of, nor submit to review by, any other aesthetic design body or architectural review board established by the County or any other entity. To assure the County's permitting staff that the Owner, a Developer, or an ARC has approved a development plan for a Lot or a Development Parcel, the Owner or the ARC shall affix its stamp or written evidence of approval to the development plan. Provided, however, the Owner agrees that in conjunction with submittal of site plans for review in the regular process of approvals prescribed by Richland County, building plans will be provided by the Owner with sufficient detail that the County can determine that the contemplated improvements are consistent with the requirements of this Agreement.

16. FACILITIES. The Owner certifies that the following Facilities will be in place (or if not fully in place, the cost of their construction bonded or letter of credit posted) at the time that the Owner submits to the County an application for issuance of a Certificate of Occupancy for the principal retail building on the Property. Subject to compliance with applicable Laws and with all provisions of this Agreement, the County hereby authorizes the Owner to install the Facilities which the Owner has undertaken to provide herein.

- A. Private Roads. Roads constructed within the Property may be constructed by the Owner and/or Developers, and shall be maintained by them and/or a Community Association, or dedicated to other appropriate entities. The County will not be responsible for the construction or maintenance of any private roads within the Property, and the Owner and/or Developers and/or a Community Association shall continue the maintenance thereof.

Notwithstanding the generality of the foregoing, in the event that a street or road within the Property is constructed to SCDHPT standards, and is otherwise acceptable to the County for use as a public road, the County may consider a request to take Ownership and assume responsibility for the maintenance of same upon the request of the person or entity which has Ownership of the road. This provision shall permit, but not require, the County's acceptance of any street within the Property offered for dedication to public use and maintenance. The County's acceptance of any particular street or streets shall not control its decision to accept any other street or streets for public use and maintenance.

The County's acceptance of any drainage systems separate from the acceptance of any streets shall be within the discretion of the Public Works Department.

- (1) Street Design and Construction. Street design and construction standards applicable to roads and streets to be dedicated to the County are provided for by the Subdivision Regulations and other local Laws adopted by the

County and are generally superintended for compliance by the Richland County Engineer. Notwithstanding that Owner will retain the streets within the Property as private, all streets and roads constructed upon the Property will be professionally designed and constructed in accordance with recognized engineering and construction standards, meeting or exceeding all minimum requirements applicable to the type and proposed uses for such streets and roads.

- (2) No Implied Dedication. The recording of a final plat or plan subdividing a portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights of way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer.
 - (3) Controlled Access. The County agrees that the Owner may reserve the right to limit access to portions of the private roads within the Property, provided the road in question has not been expressly dedicated to the County, or to other public use. This provision shall not be construed to restrict in any manner access to any such roads by fire, EMS, law enforcement or other public service and safety providers.
 - (4) Curb Cuts. Owner has the right to determine the location of curb cuts, within the Property, provided the Owner has a qualified engineer determine that their location does not present a significant safety hazard. Provided, however, at any and all locations at which the streets and roads within the Property join to public road right-of-way, the provisions of this paragraph shall be subordinate to final decisions by SCDHPT or the County Engineer, as applicable.
 - (5) Stoplights. Streetlights. Street/Traffic Control and other Street Signage. The Owner, in consultation with the SCDHPT and the County Engineer, shall have the authority to determine all street and traffic control signs on all private streets and roads within the Property. Provided, however, at any and all locations at which the streets and roads within the Property join to public road right-of-way, the provisions of this paragraph shall be subordinate to final decisions by SCDHPT and/or the County Planning and Development Services Department, as applicable.
- B. Public Roads. As of the date of this Agreement, the public roads that serve the Property are under the jurisdiction of the State of South Carolina and/or the federal Highway Commission regarding access, construction, improvements, and maintenances. Owner acknowledges that it must comply with all applicable state statutes, and rules and regulations of the SCDHPT, or its successor and to the extent applicable, all federal laws and regulation requirements, with respect to public roads. Future public roads may serve the Property. The County shall not be responsible for construction, improvements, or maintenance of the public roads which now or hereafter serve the Property, unless the County otherwise expressly agrees to do so.

To assist in mitigating the traffic impacts of Development, Owner may donate such additional rights-of-way as may be reasonably necessary to mitigate traffic; the widths and locations of which rights-of-way must be mutually agreed upon by Owner and the receiving governmental entity.

- C. Potable Water. Potable water will be supplied to the Property by the City of Columbia or other legally constituted provider allowed to operate in the County. Owner will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by Owner, a Community Association, or the provider. The County shall not be responsible for any construction, treatment, maintenance, or costs associated with water service to the Property, except as successor-in-interest to a responsible party with respect to such facilities.
- D. Sewage Treatment and Disposal. Sewage treatment and disposal shall be provided to the Property by City of Columbia, or some other legally constituted provider allowed to operate in the County. Owner will construct or cause to be constructed all related sewer infrastructure improvements required to bring sewer facilities to the Property and such sewer infrastructure improvements as shall be necessary within the Property, which will be maintained by the provider, the Owner or a Community Association. Unless the County shall be the designated service provider, the County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as a successor-in-interest to a responsible party with respect to such facilities.
- E. Water Conservation. Owner agrees to encourage the use of indigenous plants for landscaping purposes to help minimize irrigation requirements and to encourage the use of other water conservation methods on the Property.
- F. Drainage System. All stormwater runoff and drainage improvements within the Property will be designed in accordance with applicable state and county regulatory guidelines. All stormwater runoff and drainage system improvements will be constructed by Owner or Developers and maintained by Owner, Developers and/or a Community Association. The County will not be responsible for any construction or maintenance costs associated with the drainage system within the Property, unless the County affirmatively agrees to do so. The County will consider acceptance of any drainage systems separately from acceptance of any streets.

Owner may create drainage easements and may convey drainage easements to a Community Association or to an appropriate governmental entity. Unless otherwise prohibited by the terms of this Agreement or the ordinances or laws of the County, Owner shall have the right to place plantings, fencing, signs, parking lots, and anything else that is not a habitable structure within drainage easements, provided they do not impair drainage and provided Owner, Developer, and/or a Community Association will timely and competently maintain same. The County will have no obligation to maintain drainage easements, unless drainage easements are conveyed to and accepted by the County.

Provided, however, such drainage facilities as are required upon the Property pursuant to applicable regulations of state DHEC, federal or local governmental units, shall or may require off-site attachment to existing County drainage facilities. To the extent of such lawful requirements, the County agrees to cooperate fully with Owner in effecting such attachments or connections.

- G. Utility Easements. Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities at such time as the Owner determines that same are required. Adequate easements for utilities shall be reserved by Owner in the conveyances of Lots and Development Parcels. The location and size of such easements shall be in the discretion of the Owner, with the concurrence of the utility provider. All utilities shall be installed underground unless extenuating site circumstances, including, but not limited to, environmental constraints, make installing utilities underground physically impracticable.
- H. Landscape Waste. Owner may provide on-site facilities for the disposal of landscape waste produced within the Property, or Owner may contract with private contractors to dispose of such landscape waste offsite.
- I. Ordinance Standards – Landscaping, Tree Preservation, Lighting, and Signage. Owner agrees that in all matters of landscaping, tree preservation, lighting, and signage applicable to the development of the Property, Owner shall apply and adhere to professional standards and requirements that meet or exceed all present standards and requirements applicable to the Property and its development pursuant to the Richland County Land Development Code.

17. SERVICES.

- A. Solid Waste Collection. The County will not be responsible for solid waste collection service or other trash collection service for any portion of the Property until the later to occur of one (1) year from the effective date of this Agreement, or such time as:
 - (1) The County is requested to provide such service to a specific portion of the Property; and
 - (2) Ad valorem tax revenues generated from the Property, less such amounts thereof as are applied to other County-wide services for the Property, are sufficient to pay the costs the County incurs to provide solid waste collection or other trash collection to the Property, or portion thereof.
- B. Police Protection. The County, in conjunction with any concurrent jurisdiction of or agreement with any other political jurisdiction, shall provide police protection services to the Property. The Owner, Developers or Community Associations may maintain private security on the Property, provided same does not interfere with or in any way hinder the County's law enforcement activities on the Property.

- C. Recycling Services. The County shall provide recycling services to the Property on the same basis as said services are provided to other residents and businesses of the County. Provided, however, the County shall not be obligated to provide recycling services to any portion of the Property until the later to occur of one (1) year from the effective date of this Agreement, or such time as:
- (1) The County is requested to provide such service to a portion of the Property; and
 - (2) Ad valorem taxes generated from the Property, less such amounts thereof as are applied to other County-wide services for the Property, are sufficient to pay the costs the County incurs to provide recycling services to the Property.
- D. Emergency Medical Services. Emergency medical services to the Property are now provided by the County. The County will continue to provide emergency medical services to the Property.
- E. Fire Services. The County will provide fire services to the Property in the same manner as it currently provides fire services to unincorporated areas of Richland County.
- F. Utility and Other Services. Utility services, including telephone and electric, will be supplied directly by the applicable utility companies. The County will not be responsible for the construction or maintenance, or the providing of any service, regarding such utility services. However, the County shall provide such other County-wide services to the Property on the same basis as said services are provided to other residents and businesses within the unincorporated areas of the County. Subsequent to the date of this Agreement, the County shall not impose any moratorium, interruption or limitations of sewer, water or any other services or utilities with the effect of preventing or limiting in any way development of the facilities to be provided to the Property.

18. CHARGES OR FEES. Owner shall not be responsible for payment to the County of any charges or fees, including development fees, impact fees, or other similar effect assessments on development, which are not provided for by this Agreement, or for charges or fees enacted by the County subsequent to the effective date of this Agreement and attempted to be made applicable to the Project, except for such charges or fees as shall be allowable by and in conformity with provisions of the Act. (Nothing herein shall be construed as relieving the Owner from payment of any such fees or charges as may be legally assessed against Owner or the Property by governmental entities other than the County. Any charge or fee which is lawfully due to any other governmental entity which is not a party to this Agreement shall not be affected by this Agreement.) Owner shall be subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the routine processing of permit applications, building permits and plans, or building inspections or other similar matters applicable to the Property and the Development of the Project.

Nothing in this Agreement shall be construed to prevent the establishment by the County, by agreement with the Owner, of a tax increment, special improvement, or other district on the Property in accordance with applicable provisions of the Laws of South Carolina.

Provided, however, the provisions of this Section 18 shall have no application to or affect upon the County's assessment and collection of ad valorem taxes applicable to the Property or to business license fees applicable to Owner, or any other party operating a business on or in conjunction with the Property and otherwise subject to such fee(s).

19. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE. The County and Owner recognize that Development can have negative as well as positive impacts. Specifically, the Parties consider the protection of the natural environment adjacent properties and nearby waters to be goals to be achieved and therefore agree to the following:

- A. Storm Water Quality. Protection of the quality of subsurface waters and nearby ponds and watercourses is a primary goal of the County. The Owner and Developers shall be required to abide by all provisions of federal, state, and local laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, its successors and assigns, for the handling of storm water, as well as any state or federal mandates that require the County to adopt additional local stormwater controls. In order to protect water quality of subsurface waters and nearby ponds and watercourses, Owner agrees to construct storm water drainage systems in accordance with plans approved by the County Engineer and DHEC and to maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals that are impacted by impervious surfaces, Owner commits to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through storm water management practices as determined by competent engineering design calculations, guidelines and requirements.
- B. Covenants. Owner agrees that it shall record covenants that run with the Property that, consistent with provisions of this Agreement, will govern such matters as permitted uses, setbacks, landscaping, trees, and exterior lighting, and which will specifically prohibit nuisance activities. The provisions of the Covenants for portions of the Property, may differ from the Covenants applicable to other portions of the Property. See Exhibit D, Easements with Covenants and Restrictions Affecting Land ("ECR"), for an example of such Covenants.

20. COMPLIANCE REVIEWS. In accordance with Section 6-31-90 of the Act, every twelve months the owner shall provide in writing to the County's Zoning Administrator, Planning Director, or by other appropriate officers designated by the County, a complete assessment of development, at which time the Owner is required to demonstrate good faith compliance with the terms of this Agreement. The Owner, or designee, shall meet with the County's officer to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner, or designee, shall be

required to provide such information as may reasonably be requested, including, but not limited to, area (by acreage or square footage) of the Property developed or sold in the prior year, area (by acreage or square footage) of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be transferred in the ensuing year.

21. DEFAULTS. The failure of the Owner, Developer or County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as may be deemed appropriate, including specific performance of, or the termination of, this Agreement in accordance with the Act; provided, however, no termination of this Agreement may be declared by the County absent its providing to the Owner and Developers the notice, hearing and opportunity to cure in accordance with Section 6-31-90 of the Act, and, provided further that nothing herein shall be deemed or construed to preclude the County from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Development Agreement.

22. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended as to a particular portion of the Property only by the written agreement of the County and the Owner. No statement, action, or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such statement, action, or agreement is in writing and signed by the Party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment per se of this Agreement unless the text expressly requires such amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld or delayed.

The conceptual plans for development of the Property at the time of adoption of this Agreement are depicted by the "Overall Site Plan" and "Overall Grading Plan", dated March 30, 2006, attached hereto as Exhibit E, which are not intended to be rigid, exact site plans for future development. The location, sizes, number and configuration of interior roads, buildings and other elements may vary at the time of permit applications when more specific designs are available, so long as the maximum densities set herein and the general concept of development illustrated by these conceptual plans are reasonably followed and respected.

This paragraph serves to define the changes that are significant changes and thus require an amendment to this Agreement as opposed to changes that are minor modifications (and thus can be approved administratively). The following changes are significant changes requiring an amendment to this Agreement:

- A. Increase in Total Approved Density. Any increase in approved density beyond the total limits of number of buildings and square feet of GLA or Gross Commercial Footage as listed in Section 14 is a significant change.

- B. Introduction of Any Use Not Specifically Permitted. The introduction of any new land use that is not herein permitted is a significant change. Accessory uses permitted by the GC zoning district and not prohibited by this Agreement are permitted as in accordance with the terms of this Agreement.
- C. Change of Land Use. The development of less than the maximum densities is not a significant change, nor is development that provides greater amounts of open space. The Owner may alter the precise number, size, configuration and location of buildings, lot sizes and other site specific design elements, provided the development meets the requirements of this Agreement, is reviewed and approved by the County, and does not alter specific requirements mandated or prohibited by this Agreement.

23. TRANSFER OF TITLE.

- A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Owner in the Ownership or Development of any portion of the Property or the Project. A purchaser or other successor in title of any portion of the Property shall be responsible for performance of Owner's obligations hereunder as to the portion of the Property so transferred. Owner shall be released from obligations under this Agreement only upon the sale or other transfer of Lots, Development Parcels, or individual sites in commercial areas as to the property so conveyed under circumstances that specifically provide for such subsequent owner's assumption of Owner's responsibility applicable to the particular property, as provided for by this Agreement. Notwithstanding anything hereinabove to the contrary the binding provision relating to responsibility for performance under Owner's obligations shall not be imposed upon a mortgagee in possession through foreclosure or deed in lieu of foreclosure. Nevertheless, a mortgagee in possession may utilize Owner's rights under this Agreement by its assumption of Owner's responsibility particular to the particular property.
- B. Transfer of Title to Real Property. The Owner shall be entitled to transfer title to any portion or all of the Property to a purchaser, and assign Owner's rights and obligations under this Agreement, subject to the following:
 - (1) Notice of Property Transfer by Owner. If the Owner intends to transfer all the land comprising the Property, Owner shall notify the County in writing. With respect to such transfer, the Owner's assignment of rights and obligations under this Agreement (and the transferee's assumption thereof) shall be effective upon written notice to the County. This provision shall not apply and no prior notice to the County shall be required if the Owner transfers any portion of the Property to a mortgagee, either through a foreclosure or a deed in lieu of foreclosure, in which event Owner shall notify the County of the transfer within sixty (60) days after its effective date.

(2) Transfer of Facility and Service Obligations. If the Owner transfers any portion of the Property on which the Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Property conveyed, then the Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regards to the parcel conveyed and the Owner shall provide a copy of such agreement to the County.

(3) Allocation of Development Rights. Any and all conveyances of any Lots or Development Parcels within the Property subject to the maximum number of Densities, GLA or Gross Commercial Footage shall, by contract and by covenant in the deed, allocate the number of Densities, GLA or Gross Commercial Footage being conveyed. Owner shall notify the County of such transfer in a written document promptly delivered to the County.

C. Release of Owner. In the event of the sale or other conveyance of all or a portion of the Property and in compliance with the conditions set forth herein, the transferor-Owner shall be released from any further obligations with respect to this Agreement as to the portion of the Property so transferred, and the transferee shall be considered as substituted for the Owner under the Agreement as to the portion of the Property so transferred.

24. TRANSFER OF DEVELOPMENT RIGHTS TO A DEVELOPER. The Owner shall be entitled to transfer Development Rights (without the transfer of title to a portion of the Real Property) to a Developer and to assign Owner's rights and obligations under this Agreement with respect to said Development Rights, subject to the following notification requirement:

The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to a Developer. Such information shall include the identity and address of the Developer, a Developer contact person, the location and nature of the Development Rights transferred, and the amount of Gross Commercial Footage, as applicable, subject to the transfer. A Developer transferring Development Rights to another Developer shall be subject to this same requirement of notification, and any Developer acquiring Development Rights shall be required to file with the County an acknowledgment of this Development Agreement and a commitment to be bound by it.

25. TRANSFER OF DEVELOPMENT RIGHTS WITHIN A TRACT. Development Rights relating to a specific portion of the Property may be transferred provided that said transfer is consistent with the Zoning Regulations; however, said transfer shall only be effective upon written notice to the County.

26. MERGER. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. All prior negotiations and representations are superseded and merged herein.

27. COOPERATION. The Parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such legal action; provided, however, each Party shall retain the right to engage said Party's own independent counsel at the party's own expense.

28. GOVERNING LAW. This Agreement shall be constructed and enforced in accordance with the laws of the State of South Carolina.

29. REMEDIES/NON-BINDING ARBITRATION. If there is a breach of this Agreement, the non-breaching party may pursue all available legal and equitable remedies. Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

However, if there is a dispute between the County and the Owner concerning the terms, meaning, interpretation, rights, or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt non-binding arbitration as described herein. The County and a representative of the Owner shall within five (5) days of receipt of such notice each pick an arbitrator, and the two arbitrators shall select a third. The Parties shall then promptly convene a conference with the arbitration panel and present their positions. In this conference the rules of evidence and other legal formalities shall not apply. The arbitrators shall promptly render their decision. Upon the rendering of the arbitration panel's majority decision, any Party may then pursue legal proceedings if the decision rendered is not acceptable and no other agreed settlement of the dispute can be achieved. The County and the Owner shall each bear the cost of their appointed arbitrator, and split 50/50 the cost of the third arbitrator as well as any separate expenses associated with the arbitration conference.

30. RECORDING. Within fourteen (14) days after the effective date of this Agreement, the Owner shall record this Agreement in the Office of the Register of Deeds for Richland County and shall provide an "as recorded" copy to the Richland County Legal Department and to the Richland County Planning and Development Services Department.

31. NO THIRD PARTY BENEFICIARIES. Notwithstanding any provision herein to the contrary, this Agreement shall not be interpreted to create or bestow any rights, remedies, or obligations on persons or entities who are not Parties, or successors or assigns to this Agreement. The provisions of this Agreement may be enforced only by the County, the Owner and Developers with directly assigned interest in the Property pursuant to this Agreement.

32. NOTICES. Any notice, demand, request, consent, approval, or communication which a Party is required to or may give to another Party hereunder shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made on the actual date of delivery by personal delivery or by independent courier service or by facsimile followed by next day mail, or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed to the County at:

County of Richland
2020 Hampton Street (29204)
P.O. Box 192, Columbia, SC 29202-0192
Attention: County Administrator
Fax: (803) 748-4644

With a copy to:

Richland County Attorney
2020 Hampton Street, Suite 4018
Columbia, SC 29204
Fax: (803) 748-4644

And to the Owner at:

Myers Brothers Properties, LLC
ATTN: Elexa Wagaman
100 Glenridge Point Parkway, Suite 530
Atlanta, GA 30342
Fax: (404) 252-4288

With a copy to:

Robert F. Fuller, Attorney
1728 Main Street (29201)
P.O. Box 441
Columbia, SC 29202
Fax: (803) 256-3560

33. ESTOPPEL CERTIFICATES. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable Party requesting such Party to certify in writing:

- A. That this Agreement is in full force and effect;
- B. That this Agreement has not been amended or modified, or if so amended, identifying the amendments;
- C. Whether, to the knowledge of such Party, the requesting Party is in default or is claimed to be in default of the performance of its obligations under this Agreement; and, if so, describing the nature and extent, if any, of any such default or claimed default; and

- D. Whether, to the knowledge of such Party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default; and, if so, specifying each such event.

Upon request in writing from the Owner, Developer, or an assignee of either, to the County sent by certified or registered mail, return receipt requested, the County will provide a Certificate in recordable form, that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within ten (10) business days of the receipt of the request, unless a longer time is mutually agreed to in writing by the Parties.

If the County does not respond to such request within ten (10) business days of the date of its receipt, the portion of the Real Property described in the request will be deemed to be in compliance with all of the covenants and terms of this Agreement. A certification of such failure to respond and deemed compliance may be recorded by the Owner (including a copy of the request and the notice of receipt), and it shall be binding on the County as of its date; and, it shall have the same effect as a Certificate issued by the County.

34. STATE AND FEDERAL LAWS. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal laws. In the event state or federal laws or regulations are enacted after the execution of this Development Agreement, or decisions are issued by a court of competent jurisdiction, which prevent or preclude compliance with one or more provisions of this Agreement (any one or more of said events being herein referenced "New Law"), the provisions of this Agreement may be modified or suspended as necessary to comply with such New Law. Immediately after enactment of any such New Law, the Owner, Developers, and the County shall meet and confer in good faith in order to agree upon an appropriate modification or suspension based on the effect such New Law has on the purpose and intent of this Agreement. Should the Parties be unable to agree to a modification or suspension, any Party may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers, and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

The Parties further agree that if any provision of this Agreement is declared invalid as a result of a New Law, the Parties may then agree that this Agreement be amended to the extent necessary to make it consistent with the New Law, and the balance of this Agreement, as amended, shall remain in full force and effect.

35. GENERAL TERMS AND CONDITIONS.

- A. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A and this Agreement shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors and assigns of the Parties to this Agreement as set forth in Section 6 herein.

- B. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.
- C. Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.
- D. Assignment. Other than as recited herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developers, or the County are assignable to any other person, firm, corporation, or entity, except by agreement of the Parties.
- E. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.
- F. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.
- G. Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement against another Party in any legal proceeding whatsoever, including declaratory relief or other litigation, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all attorney's fees and costs and expenses as determined by the Court exercising jurisdiction over the matter and the Parties. Should any judgment or final order be issued in said legal proceeding, said reimbursement amount shall be specified therein.
- H. Entire Agreement. This Agreement sets forth, and incorporates by reference, all of the agreements, conditions and understandings among the County and the Owner relating to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed herein other than as set forth or as referred to herein.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by Parties to this Agreement as prescribed herein.

The assertions and representations of this Subparagraph H do not abrogate the agreement of the Parties that the "Overall Site Plan" and "Overall Grading Plan" attached as Exhibit E and otherwise referenced by this Agreement is not a rigid or final development plan and that its particulars will be subject to change consistent with the objective of this Agreement.

36. STATEMENT OF REQUIRED PROVISIONS. The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The number below corresponds to the number utilized under Section 6-31-60(A) for the required items:

- A. Legal Description of Property and Legal and Equitable Owner. The legal description of the Property is set forth in Exhibit A attached hereto. The present legal owner of a portion of the Property is Bright-Myers 2001, LLC. The said Bright-Myers 2001, LLC, a Georgia Limited Liability Company holds an equitable interest in the remainder of the Property pursuant to a purchase contract with the legal title owner of the remainder of the Property. A warranty of ownership is recited in Section 5 of this Agreement.
- B. Duration of the Agreement. The duration of this Agreement is five (5) years, with provision for extension in accordance with Section 11 of this Agreement. Provided, however, nothing in this Agreement shall be interpreted to preclude the Parties from extending the term by mutual agreement or from entering into subsequent development agreements, as permitted by the Act.
- C. Permitted Uses, Densities, Building Intensities and Heights. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development standards, are contained in the recitals and various sections and provisions of this Agreement, specifically including Section 14.
- D. Facilities. Facilities and services are described generally above in Section 16 and Section 17. The Zoning Regulations and the said sections of this Agreement provide for availability of roads and utilities to serve the Property on a timely basis.
- E. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. Pursuant to other specific provisions of this Development Agreement, Owner will be responsible for identified construction costs associated with the placement of infrastructure for utilities services upon the Property, and in specified instances, some off-site utilities connections. In such instances and for such purposes, Owner shall be responsible for dedication of such facilities and appropriate easements therefore to the County, or other governmental entities, as applicable for the specific utility. Such dedications shall be at Owner's cost, without cost to the County, or the applicable utility provider, unless otherwise specifically agreed by and between the said provider and Owner.

There are identified wetlands on a portion of the Property, including designation of 100 year floodway and 100 year floodplain.

There are no other areas of the Property that have been identified as environmentally sensitive. No species of protected or endangered wildlife (plants or animals) have been identified on the Property. Zoning Regulations described above, and incorporated herein, contain provisions for environmental protection. All relevant state and federal laws will be fully complied with by Owner in the development of the Property. In addition, the provisions set forth in Section 19 of this Agreement also apply to this Agreement's treatment of environmental protection issues.

- F. Local Development Permits. The Development is governed in conformance with the ordinances of the County of Richland. Specific permits must be obtained prior to proceeding with Development, consistent with the standards set forth in the County's zoning, land development, and stormwater regulations. Building permits must be obtained from the County for construction, and other appropriate permits must be obtained from the State of South Carolina when applicable. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Owner or the Developers, their successors or assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. Identification of known or anticipated licenses and permits are set forth on Exhibit F hereto.
- G. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations is consistent with the County's Comprehensive Plan and with current land development regulations of the County of Richland, State of South Carolina. Specific findings to that effect are contained in the recitals hereinabove adopted as a part of this Development Agreement.
- H. Terms for Public Health, Safety and Welfare. The County Council, by the adoption of Ordinance No. _____ approving this Development Agreement and by Council's execution of this Agreement, has found and confirms that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations, and existing law.
- I. Historical Structures. There are no historic structures to be preserved or restored, and no further archaeological surveys are required.
- J. Development Schedule. In accordance with Section 6-3 1-60-(B) of the Act, Development Schedules are set forth in Exhibit B hereto.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first above written.

BRIGHT-MYERS 2001, LLC,
a Georgia Limited Liability Company

WITNESSES:

BY: _____
Managing Member

COUNTY OF RICHLAND,
a Political Subdivision of
the State of South Carolina

BY: _____
ANTHONY G. MIZZELL
Chairperson, Richland County Council

BY: _____
J. MILTON POPE
Interim Richland County Administrator

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who, being duly sworn, deposes and says that he/she witnessed execution of the foregoing Development Agreement by the Owner, Bright-Myers 2001, LLC, by its managing member, _____, and that said execution was also witnessed by the second witness whose name appears upon the face of the said document.

Witness Signature

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2006

(Seal)

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT A

Legal Description

Beginning at an iron pin located at the intersection of the western right-of-way of Interstate 77 (variable width right-of-way) and the northern right-of-way of Killian Road (S 52-variable width right-of-way). Thence along said right-of-way, S 66°38'02" W for 132.64 feet to an iron pin; thence S 65°16'44" W for 152.32 feet to an iron pin; thence S 57°30'00" W for 186.40 feet to an iron pin; thence S 52°41'55" W for 50.91 feet to an iron pin; thence S 65°46'54" W for 273.27 feet to a right-of-way monument; thence S 65°42'11" W for 217.84 feet to an iron pin; thence along the common line of Gray (Deed Book R0280, page 2051), N 02°57'19" W for 376.04 feet to an iron pin; thence N 00°37'43" E for 179.74 feet to an iron pin; thence along the common line of Anderson (Deed Book 739, page 797), N 70°13'14" E for 298.79 feet to an iron pin; thence along the common line of Riley (Deed Book D301, page 420), N 02°50'09" W for 101.93 feet to an iron pin; thence along the common line of Barr (Deed Book D301, page 423), N 02°51'37" W for 130.88 feet to an iron pin; thence along the common line of Pugh (Deed Book D301, page 414), N 02°54'05" W for 102.02 feet to an iron pin; thence along the common line of Ferguson (Deed Book R0969, page 3253), N 02°50'28" W for 101.95 feet to an iron pin; thence along the common line of Trapp (Deed Book D301, page 411), N 02°51'29" W for 103.05 feet to an iron pin; thence along the common line of Stevens (Deed Book D173, page 401), N 02°40'28" W for 132.27 feet to an iron pin; thence along the common line of Smith (Deed Book D826, page 548), N 05°12'09" W for 616.64 feet to a point located in the centerline of Roberts Branch, crossing an iron pin at 590.88 feet; thence along the meanders of Roberts Branch: N 66°58'45" E for 51.42 feet; thence N 26°31'00" E for 70.86 feet; thence N 36°51'00" E for 59.77 feet; thence N 49°11'23" E for 74.97 feet; thence N 00°15'42" E for 33.81 feet; thence N 17°58'23" E for 52.11 feet; thence N 39°55'32" E for 26.49 feet; thence S 86°35'28" E for 39.72 feet; thence N 44°21'08" E for 101.49 feet; thence N 79°48'59" E for 34.80 feet; thence N 87°48'46" E for 45.45 feet; thence S 77°22'04" E for 54.42 feet; thence N 65°37'33" E for 53.57 feet; thence N 70°14'53" E for 63.74 feet; thence S 71°23'31" E for 17.65 feet; thence N 85°03'28" E for 43.18 feet; thence N 19°23'06" E for 18.44 feet; thence N 42°39'49" E for 42.35 feet; thence N 70°49'52" E for 35.75 feet; thence N 61°31'07" E for 44.95 feet; thence N 47°52'15" E for 34.40 feet; thence N 64°53'49" E for 21.03 feet; thence S 56°33'00" E for 17.00 feet; thence N 83°35'41" E for 11.77 feet to a point located on the western right-of-way of Interstate 77 (variable width right-of-way); thence along said right-of-way, S 09°25'54" E for 27.31 feet to a right-of-way monument; thence S 11°54'22" E for 200.65 feet to a right-of-way monument; thence S 05°27'35" E for 668.34 feet to a right-of-way monument; thence along a curve to the right having a radius of 1814.86 feet, an arc length of 637.25 feet and a chord bearing and distance of S 04°38'52" W for 633.98 feet to a right-of-way monument; thence S 14°35'08" W for 409.67 feet to an iron pin; thence S 14°43'41" W for 75.87 feet to the Point of Beginning. Said tract contains 39.711 acres (1,729,824 sq. ft.), more or less.

EXHIBIT B

The development of the entire tract will commence within one hundred twenty (120) days following final zoning approval and adoption of the Development Agreement. It is anticipated that the complete site buildout will be accomplished within the first five (5) years, consonant with the term of the Development Agreement. Market conditions and other factors will influence the pattern of prioritization of development sequence.

First Phase: General site development will include preparation of overall site and on-site infrastructure for commencement and completion of the large 205,000± square foot Wal-Mart Supercenter Building and appurtenances, as first priority. That development effectively involves site improvements for the majority of the site acreage, other than the two (2) "outlot" parcels.

Completion of the Wal-Mart Building is anticipated within the first two (2) years. Contemporaneously with that completion schedule, the off-site road work will also be completed. [Two access points to Killian Road; Improvements to Killian Road in conjunction with Main Access (including signalization) and secondary right-in/right-out access; Improvements and signalization of Killian Road/I-77 southbound ramps intersection.]

Second Phase: Development of general retail building(s) on the front of the site. Depending upon market demand, the second phase may run concurrently with the first phase, in whole or in part. Two (2) buildings are included in the second phase property. If developed concurrently, completion would be anticipated within 2-3 years. If developed sequentially, completion would be anticipated within 3-5 years.

Third Phase: Two (2) outlot parcels. Depending upon market demand, the third phase development may run concurrently with the first and/or second phase, for either or both of the outlot parcels. If developed concurrently, completion would be anticipated within 2-3 years. If developed sequentially, completion would be anticipated within 3-5 years.

EXHIBIT C

SITE ACCESS AND TRAFFIC MITIGATION

Owner and County have identified significant roadway limitations and traffic issues in the near vicinity of the development site. In order to aid in site accessibility and to alleviate some imminent traffic impact circumstances in close proximity to the development site and the existing I-77/Killian Road intersection, Owner agrees to the following access and mitigation measures, at Owner's expense.

Site Access

Primary direct access to/from the site will be provided via one full movement access driveway to/from Killian Road and one limited movement driveway (all left-turns prohibited), also to/from Killian Road. The main site access drive will be located along Killian Road approximately one thousand (1,000) feet west of the I-77 southbound ramp. The limited movement site access will be located between the main access and the said southbound ramps. Location of these indicated access points is shown on the Overall Site Plan, Exhibit E of this Agreement.

Main Access. This access will be constructed at the development site's westerly boundary, which will result in a separation of approximately 1,000 feet between this access and the I-77 southbound ramps. As hereinbelow provided, signalization of the Killian Road/I-77 southbound ramps intersection is proposed contemporaneously with installation of the development site improvements. In conjunction with installation of the main access, mainline Killian Road will be widened to provide a separate eastbound left-turn lane (150 foot taper and 150 foot length). The southbound approach (exiting the site) will be constructed to provide two separate left turn lanes and a separate right-turn lane. This main access intersection will be placed under signalization, as more particularly described hereinbelow. This signalized intersection is being planned and installed approximately 1,000 feet west of the I-77 southbound ramps intersection with Killian Road in order to maintain an adequate separation in accordance with accepted engineering standards. Synchronization of these two signalized intersections will also maximize coordination of the two signals for efficiency in overall traffic calming at the site.

Right-In/Right-Out Access. This access driveway will be located approximately 620 feet west of the I-77 southbound ramps, 350 feet east of the Main Access described hereinabove. This non-signalized access will be limited to right-in/right-out movements only. This driveway entrance will provide the first point of access from I-77 and Killian Road to the East and will provide a 200 foot lane and a 150 foot taper serving vehicles entering the site from westbound Killian Road. This intersection will be placed under STOP sign control, where vehicles exiting the site making a right-turn will be required to stop.

Mitigation/Off Site

Signalized Intersection/I-77 Southbound Ramps. This intersection is approximately 1,000 feet east of the proposed Main Access intersection of the development site. Owner will secure the necessary approvals of the SC DOT and the Federal Highway Administration (FHWA) to upgrade this intersection in the following particulars: Widen the southbound approach of this intersection (I-77 off-ramp) to provide a separate left-turn lane and a separate right-turn lane;

widen the westbound approach of Killian Road to provide dual left-turn lanes entering I-77 southbound towards Columbia; widen the I-77 on-ramp to accommodate two receiving lanes, which will then taper down to one lane as it merges into I-77. This modification will require approval by FHWA. This intersection will require the implementation of signal control, which will be coordinated with the traffic signal at the Main Access of the development site. In conjunction with the installation of the signalization improvements at the I-77 southbound off-ramp intersection with Killian Road, Developer will contemporaneously stub-out the facilities port necessary to tie-in and synchronize the signalization equipment of this intersection with signalization equipment of any prospective intersection upgrade, by others, of the I-77 northbound off-ramp intersection with Killian road.

The completion of all road improvements herein prescribed by Owner and associated with this site development will be coordinated with the opening of the development site to provide that the improvements, including signalization, will be in place contemporaneously with business opening of the site. All road, utilities, and other certification inspections shall be completed prior to issuance of the final Certificate of Occupancy. [For purposes of this warranty of completion, “business opening” shall mean the commencement of retail business, but shall not mean merchandise stocking or other pre-opening operations that may be permitted under a temporary certification by the County, prior to issuance of the final certificate of Occupancy.]

It shall be Owner’s responsibility to procure all encroachment and access permits to/from the development site with the public roadways.

All planning, engineering, and construction costs associated with the installation of the access points and features herein described shall be the Owner’s responsibility.

The Site Access and Traffic Mitigation matters described in this narrative are also depicted graphically on Attachment 1 appended to this Exhibit C.

EXHIBIT D

[SPECIMEN]

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (“ERC”)

[16 pages, including exhibits]



When recorded return to:

**EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND (“ECR”)**

THIS AGREEMENT is made as of the ____ day of _____ 2005,
between **WAL-MART STORES, INC.**, a Delaware corporation (“Wal-Mart”), and
_____ (“Developer”).

WITNESSETH:

WHEREAS, Wal-Mart is the owner of the Wal-Mart Tract as shown on the plan attached hereto as Exhibit A-1 hereof, said Tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of the Developer Tract and the Outparcels shown on the plan attached hereto as Exhibit A-1 hereof, the same being more particularly described in Exhibit C hereof; and

WHEREAS, Wal-Mart and Developer desire that the Wal-Mart Tract, the Developer Tract and the Outparcels be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the “Shopping Center”), and further desire that the Shopping Center be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

1.1 “Building Areas” as used herein shall mean those portions of the Shopping Center shown on Exhibit A-2 as “Building Area” (and “Future Building Area” and “Future Expansion Area”). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

1.2 “Common Areas” shall be all of the Shopping Center except the Building Areas.

1.3 “Tracts” as used herein shall mean the Wal-Mart Tract and the Developer Tract but not the Outparcels. Reference to a “Tract” refers to the Wal-Mart Tract or the Developer Tract but not the Outparcels.

1.4 Conversion to Common Areas: Those portions of the Building Areas which are not from time to time used or cannot, under the terms of this Agreement, be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No cafeteria, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart. No restaurant shall occupy space on any portion of the Developer Tract without the prior written consent of Wal-Mart. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the Wal-Mart Tract, either as owner or lessee, no space in or portion of the Developer Tract or the Outparcels, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as (i) a facility dispensing gasoline or fuel from pumps, (ii) a membership warehouse club, (iii) a pharmacy, (iv) a discount department store or other discount store, as such terms are defined below, (v) a variety, general or "dollar" store, (vi) a grocery store or supermarket as such terms are defined below, or (vii) as any combination of the foregoing uses. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief. "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 10,000 square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 35,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart.

4. Buildings.

4.1 Design and Construction. The Buildings constructed on the Shopping Center shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one Tract or Outparcel onto another Tract or Outparcel except as provided for in Subsection 4.4. below. The design and construction shall be of high quality. No improvements shall be constructed, erected or expanded or altered on the Outparcels until the plans for the same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer. No building constructed on the Wal-Mart Tract or the Developer Tract shall exceed 40' in. height above finished grade. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. No building constructed on the Outparcels shall exceed 22' (including all mechanical improvements and architectural embellishments) in height, as measured from the mean finished elevation of the parking area of the Shopping Center. No building shall have a metal exterior.

4.2 Location/Size. No building shall be constructed on the Shopping Center (as either immediate development or future expansion) except within the Building Areas. Any buildings located on the Outparcels shall not exceed 5,000 square feet in size. Any rooftop equipment constructed on the buildings located on the Outparcels shall be screened so as not to be visible from the mean finished elevation of the parking area.

4.3 Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

4.4 Easements. In the event building wall footings encroach from one Tract onto the other Tract, despite efforts to avoid that occurrence, the party onto whose Tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

5. Common Areas.

5.1 Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around the Wal-Mart Tract and the Developer Tract for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas located on the Wal-Mart Tract and the Developer Tract. Wal-Mart and Developer hereby grant for the benefit of the Outparcels, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across the Wal-Mart Tract and the Developer Tract; provided, however, in no event shall the owner, occupant, licensee or invitee of any of the Outparcels(s) be permitted to use the Wal-Mart Tract or the Developer Tract for vehicular parking or for any other purpose other than as described above. Developer hereby grants to Wal-Mart for the benefit of the Wal-Mart Tract, nonexclusive

easements for vehicular and pedestrian access, ingress, and egress over and across the Outparcels; provided, however, in no event shall the owner, occupancy, licensee or invitee of the Wal-Mart Tract be permitted to use the Outparcels for vehicular parking or for any other purpose other than as permitted pursuant to the terms of this Agreement.

5.2 Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business in the Shopping Center.

(2) Employees. Each party shall use reasonable efforts to ensure that employees park on the Common Areas of said party's Tract or Outparcel.

(3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. The use by Wal-Mart of the Common Areas on the Wal-Mart Tract for the display, sale and storage of merchandise and for the use of seasonal sales structures is expressly permitted. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use. Notwithstanding the foregoing, each party covenants and agrees that, to the extent allowed by law, neither party will allow the Common Areas on its tract to be used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Shopping Center.

5.3 Utility and Service Easements. Each party hereby establishes and grants to the other party a nonexclusive easement for the benefit of the owner of each Tract or Outparcel, on, across and under the Common Areas, to install, use, maintain and repair public utility services and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center, now upon or hereafter installed on, across or under the Common Areas, to the extent necessary to service such Tract or Outparcel. Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel. The location of any utilities hereafter installed shall be determined by the owner of the Tract or Outparcel (the location of utilities on the Wal-Mart Tract shall be determined by Wal-Mart as long as it is the owner of the Wal-Mart Tract) upon which such utilities are to be installed. Any such installed utility services may be relocated by the owner of a Tract or Outparcel on such owner's Tract or Outparcel, subject to compliance with applicable laws, at the expense of the owner of that Tract or Outparcel, provided that such relocation shall not interfere with, increase the cost of, or diminish utility services to any other Tract or Outparcel and, further provided, that no utilities shall be relocated on the Wal-Mart Tract without the prior written consent of Wal-Mart as long as it is the owner of or lessee of the Wal-Mart Tract.

5.4 Water Flow. Each party hereby establishes and grants a nonexclusive easement on its Tract or Outparcel for the benefit of the owner of each other Tract or Outparcel to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on either Tract or any Outparcel, together with the right to discharge surface water runoff across portions of either Tract or any Outparcel in accordance with the design of the Storm Drainage System. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A-2 (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

5.5 [OPTIONAL] Illumination. Each of the parties hereby covenants and agrees to keep the Common Area located on its Tract or Outparcel fully illuminated each day from dusk until _____, and further agrees to keep any exterior building security lights on from _____ until dawn (or such other times as Wal-Mart and Developer may mutually agree). The requirements of this Paragraph 5.5 shall apply to each Tract and Outparcel regardless of the type of use being made of such Tract or Outparcel. Either party may require the other party to illuminate its Tract or Outparcel beyond the required hours set forth above provided that the requesting party agrees to reimburse the other party for such Party's actual out-of-pocket utility costs for lighting beyond the hours required above. Such costs shall be reimbursed once each calendar quarter within 30 days after presentation of paid invoices to the party responsible to reimburse such costs evidencing costs incurred by the party requesting reimbursement along with calculations showing how utility costs were allocated to the hours for which reimbursement is due.

6. Development, Parking Ratios, Maintenance, and Taxes.

6.1 Development. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

6.2 Wal-Mart Tract and Developer Tract "Parking Ratio". Each party hereto agrees that at all times there shall be independently maintained on the Developer Tract and Wal-Mart Tract parking area sufficient to accommodate not fewer than 5.0 car spaces for each 1,000 square feet of building or buildings on such Tract.

6.3 Outparcel "Parking Ratio". Developer agrees that at all times there shall be independently maintained on each Outparcel parking area sufficient to accommodate not fewer than: (i) 15 spaces for every 1,000 square feet of building space for any restaurant or entertainment use in excess of 5,000 square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than 5,000 square feet); or (ii) 10 spaces for every 1,000 square feet of building space for any restaurant or entertainment use less than 5,000 square feet (subject to the exception above); or (iii) 6.0 spaces per 1,000 square feet of building space for any other use.

6.4 Maintenance.

(1) Standards. The Outparcels shall be kept neat, orderly, planted in grass and trimmed until improved and constructed. Following completion of the

improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

(g) Maintaining elements of the Storm Drainage System.

(2) Expenses. The respective owners shall pay the maintenance expense of their Tracts or Outparcels.

(3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

6.5 Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No rooftop sign shall be erected on the building constructed on the Outparcels. No freestanding identification sign may be erected on the Outparcels without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer. No sign shall be located on the

Common Areas on the Wal-Mart Tract and the Developer Tract except signs advertising businesses conducted thereon, of which, there shall be no more than 2 signs on the Common Areas on the Wal-Mart Tract and 2 signs on the Common Areas on the Developer Tract. No signs shall obstruct the ingress and egress shown on Exhibit A-2.

8. Indemnification/Insurance.

8.1 Indemnification. Each party hereby indemnities and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract or Outparcel, except if caused by the act or negligence of the other party hereto.

8.2 Insurance.

(1) Each owner of any portion of the Shopping Center shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person., and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to Wal-Mart and the Developer.

(2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements. The owner of a Tract or Outparcel shall pay for any increase in the cost of insuring the improvements on the other Tracts or Outparcels if such increase is due to the use by such owner or its tenant(s).

(3) Policies of insurance provided for in this Section 8 shall name Wal-Mart and Developer as insureds.

(4) Each owner of any portion of the Shopping Center for itself and its property insurer hereby releases the other owners of portions of the Shopping Center from and against any and all claims, demands, liabilities or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released., this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the

releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Section 8, so long as the net worth of Wal-Mart shall exceed \$100,000,000.00, and so long as Wal-Mart is owner or Lessee of the Wal-Mart Tract, Wal-Mart shall have the right to retain (in whole or in part) the financial risk for any claim.

9. Eminent Domain.

9.1 Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain, or transfer in lieu thereof affecting said other party's Tract or Outparcel giving the public or any government any rights in said Tract or Outparcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located in the Shopping Center, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

9.2 Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

9.3 Tenant's Claim. Nothing in this Section 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

9.4 Restoration of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective Tract or Outparcel as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights And Obligations Of Lenders. Any holder of a first lien on any portion of the Shopping Center, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

11. Release from Liability. Any person acquiring fee or leasehold title to any portion of the Shopping Center shall be bound by this Agreement only as to the Tract, Outparcel or portion of the Tract or Outparcel acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Tract, Outparcel or portion of the Tract or Outparcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

12. Breach. In the event of breach or threatened breach of this Agreement, only all of the record owners of the Wal-Mart Tract as a group, or all record owners of the Developer Tract as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of the Wal-Mart Tract or Developer so long as it or any affiliate has an interest as owner or lessee of the Developer Tract, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. Notwithstanding the foregoing, all of the record owners of an Outparcel shall be entitled to take any action permitted by this Agreement with respect to the breach of Sections 5.1, 6.4, 6.5, 8.1, 8.2(4) and 9.

13. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Wal-Mart, as long as it or its affiliate has any interest as either owner or Lessee of the Wal-Mart Tract, or its successors in interest, and (b) Developer, as long as it or its affiliate has any interest as either owner or Lessor of the Developer Tract, or its successors in interest.

15. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of the Wal-Mart Tract, this Agreement shall not be subject to the doctrine of merger.

16. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

19. Transfer of Interests; Notices.

19.1 Transfer of Interests. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of _____

County, _____, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of _____ County, _____ (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 19.1, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 19.1 regarding the recordation of the Notice Statement are satisfied with respect to Developer and Wal-Mart.

19.2 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

Wal-Mart: Wal-Mart Stores, Inc. (Store No. # _____)
702 S.W. 8th Street
Bentonville, AR 72716
Attention: President

With a copy to:
Wal-Mart Stores, Inc. (Store No. # _____)
Attention: Property Management, State of _____
2001 S.E. 10th Street
Bentonville, AR 72716-0550

Developer: _____

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Shopping Center said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which the Shopping Center is located. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county in which the Shopping Center is located. Until such time as the notice of change is effective pursuant to the terms of this Section 19 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

20. Consent. The owner of the Wal-Mart Tract agrees that for so long as a lease of all or a portion of the Wal-Mart Tract is in effect, whenever the consent of the owner of the Wal-Mart Tract is required under the Agreement, the owner of the Wal-Mart Tract will give such consent only after obtaining Wal-Mart's consent.

21. Obligations of the Owner of the Wal-Mart Tract. Wal-Mart hereby agrees that so long as a lease of all or a portion of the Wal-Mart Tract is in effect, it will satisfy the obligations of the owner of the Wal-Mart Tract hereunder, and will hold harmless and indemnify the owner of the Wal-Mart Tract from any and all loss, damage, expense, fees, claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, arising out of this Agreement, except for those arising out of the acts or omissions of the owner of the Wal-Mart Tract or its employees, agents, contractors or invitees.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WAL-MART STORES, INC., a Delaware corporation

By _____

Its Assistant Vice President

“Wal-Mart”

By _____

Its _____

“Developer”

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, an Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, the _____ of _____, a(n) _____, on behalf of the _____.

(Seal and Expiration Date)

Notary Public

EXHIBIT A-1

(Site plan showing Wal-Mart Tract, Developer Tract and Outparcels)

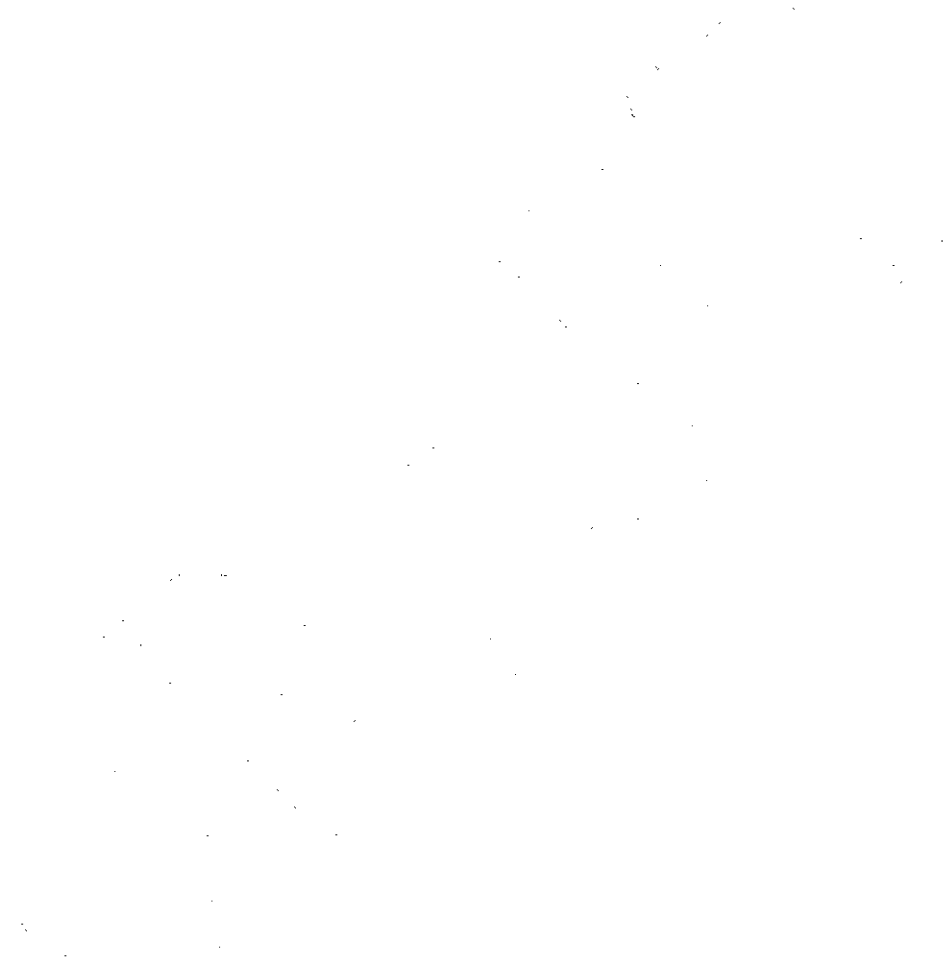


EXHIBIT A-2

(Site plan marked to show various development details)

EXHIBIT B

(Wal-Mart Tract legal description)

EXHIBIT C

(Developer Tract and Outparcels legal description)

EXHIBIT E
[2 Pages]

Page 1 – Overall Site Plan

Page 2 – Overall Grading Plan

EXHIBIT F

IDENTIFICATION OF APPLICABLE LOCAL PERMITS

1. Sketch plan review and approval; preliminary subdivision review and approval from the Planning and Development Services Department (hereinafter "PDSD")
2. Subdivision sketch plan approval from the PDSD
3. Site Plan approval from the PDSD
4. Grading permit from the Public Works Department
5. Erosion and Sediment Control Plan approval from the Public Works Department
6. Stormwater Management Plan approval from the Public Works Department
7. Road construction plan approval from the Public Works Department
8. Building permits from the Inspections Division, PDSD
9. Mechanical permits from the Inspections Division, PDSD
10. Plumbing permits from the Inspections Division, PDSD
11. Electrical permits from the Inspections Division, PDSD
12. Gas permits from the Inspections Division, PDSD
13. Landscape Plan approval from the PDSD
14. Sign permits from the PDSD
15. Business license approval from the Business License Service Center, and the County Fire Marshal
16. Certificates of Occupancy from the Inspections Division, PDSD
17. Wetlands permits from the U.S. Army Corps of Engineers
18. Proper burn permits from the County Fire Marshal, S.C. Forestry Commission, and/or DHEC
19. Non-potable water well permits from DHEC
20. Underground fuel storage tank permits from DHEC
21. Water and sewer tap permits from the City of Columbia
22. Air pollution permits from DHEC
23. Food service permits from DHEC — Environmental Health
24. Encroachment permits from S.C. Department of Transportation
25. Approval of Floodplain from PDSD
26. Controlled Clearing Permit(s) from PDSD
27. Addressing approval from PDSD

NOTE: Not all of the above permits may be required for any one project. Verify requirements before proceeding with any phase of development or construction.

In addition, the failure to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED HEREIN (TMS # 17400-11-03 AND TMS # 14781-04-12/13/14) FROM M-1 (LIGHT MANUFACTURING DISTRICT) AND RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the properties (TMS # 17400-11-03 and TMS # 14781-04-12/13/14) described in Exhibit A, which is attached hereto, from M-1 Light Manufacturing District and RU Rural District zoning to GC General Commercial District zoning.

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

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

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2006
First Reading: April 4, 2006
Second Reading: June 20, 2006 (tentative)
Third Reading:

Exhibit A
Property Description

Beginning at an iron pin located at the intersection of the western right-of-way of Interstate 77 (variable width right-of-way) and the northern right-of-way of Killian Road (S 52-variable width right-of-way). Thence along said right-of-way, S 66°38'02" W for 132.64 feet to an iron pin; thence S 65°16'44" W for 152.32 feet to an iron pin; thence S 57°30'00" W for 186.40 feet to an iron pin; thence S 52°41'55" W for 50.91 feet to an iron pin; thence S 65°46'54" W for 273.27 feet to a right-of-way monument; thence S 65°42'11" W for 217.84 feet to an iron pin; thence along the common line of Gray (Deed Book R0280, page 2051), N 02°57'19" W for 376.04 feet to an iron pin; thence N 00°37'43" E for 179.74 feet to an iron pin; thence along the common line of Anderson (Deed Book 739, page 797), N 70°13'14" E for 298.79 feet to an iron pin; thence along the common line of Riley (Deed Book D301, page 420), N 02°50'09" W for 101.93 feet to an iron pin; thence along the common line of Barr (Deed Book D301, page 423), N 02°51'37" W for 130.88 feet to an iron pin; thence along the common line of Pugh (Deed Book D301, page 414), N 02°54'05" W for 102.02 feet to an iron pin; thence along the common line of Ferguson (Deed Book R0969, page 3253), N 02°50'28" W for 101.95 feet to an iron pin; thence along the common line of Trapp (Deed Book D301, page 411), N 02°51'29" W for 103.05 feet to an iron pin; thence along the common line of Stevens (Deed Book D173, page 401), N 02°40'28" W for 132.27 feet to an iron pin; thence along the common line of Smith (Deed Book D826, page 548), N 05°12'09" W for 616.64 feet to a point located in the centerline of Roberts Branch, crossing an iron pin at 590.88 feet; thence along the meanders of Roberts Branch: N 66°58'45" E for 51.42 feet; thence N 26°31'00" E for 70.86 feet; thence N 36°51'00" E for 59.77 feet; thence N 49°11'23" E for 74.97 feet; thence N 00°15'42" E for 33.81 feet; thence N 17°58'23" E for 52.11 feet; thence N 39°55'32" E for 26.49 feet; thence S 86°35'28" E for 39.72 feet; thence N 44°21'08" E for 101.49 feet; thence N 79°48'59" E for 34.80 feet; thence N 87°48'46" E for 45.45 feet; thence S 77°22'04" E for 54.42 feet; thence N 65°37'33" E for 53.57 feet; thence N 70°14'53" E for 63.74 feet; thence S 71°23'31" E for 17.65 feet; thence N 85°03'28" E for 43.18 feet; thence N 19°23'06" E for 18.44 feet; thence N 42°39'49" E for 42.35 feet; thence N 70°49'52" E for 35.75 feet; thence N 61°31'07" E for 44.95 feet; thence N 47°52'15" E for 34.40 feet; thence N 64°53'49" E for 21.03 feet; thence S 56°33'00" E for 17.00 feet; thence N 83°35'41" E for 11.77 feet to a point located on the western right-of-way of Interstate 77 (variable width right-of-way); thence along said right-of-way, S 09°25'54" E for 27.31 feet to a right-of-way monument; thence S 11°54'22" E for 200.65 feet to a right-of-way monument; thence S 05°27'35" E for 668.34 feet to a right-of-way monument; thence along a curve to the right having a radius of 1814.86 feet, an arc length of 637.25 feet and a chord bearing and distance of S 04°38'52" W for 633.98 feet to a right-of-way monument; thence S 14°35'08" W for 409.67 feet to an iron pin; thence S 14°43'41" W for 75.87 feet to the Point of Beginning. Said tract contains 39.711 acres (1,729,824 sq. ft.), more or less.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AMENDING ORDINANCE NO. 038-06HR, WHICH AUTHORIZED TWO DEEDS TO FORUM DEVELOPMENT II, LLC FOR CERTAIN PARCELS OF LAND KNOWN AS LOT 12 (APPROXIMATELY 9.665 ACRES) AND LOT 28 (APPROXIMATELY 2.713 ACRES) IN THE RICHLAND NORTHEAST INDUSTRIAL PARK; SO AS TO DELETE ANY REFERENCE TO LOT 28.

WHEREAS, Richland County Council enacted Ordinance No. 038-06HR on May 2, 2006 for the purpose of granting two deeds to Forum Development II, LLC for certain real property known as Lot 12 (approximately 9.665 acres) and Lot 28 (approximately 2.713 acres) in the Richland Northeast Industrial Park, a portion of Richland County TMS # 25800-04-01; and

WHEREAS, Forum Development II, LLC's engineering results have determined that Lot 28 is unsuitable for its intended purpose; therefore, Forum Development II, LLC is exercising its right to terminate the agreement as it applies to Lot 28; and

WHEREAS, a deed has not yet been executed that would convey Lot 28 to Forum Development II, LLC; and

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

SECTION I. Ordinance No. 038-06HR, an ordinance authorizing two deeds to Forum Development II, LLC for certain parcels of land known as Lot 12 (approximately 9.665 acres) and Lot 28 (approximately 2.713 acres) in the Richland Northeast Industrial Park, a portion of Richland County TMS # 25800-04-01, is hereby amended to delete any reference to Lot 28.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**First Reading: June 6, 2006
Second Reading: June 20, 2006 (tentative)
Public Hearing:
Third reading:**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FAIRFIELD COUNTY, SOUTH CAROLINA, IN ORDER TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY VULCAN CONSTRUCTION MATERIALS, L.P., AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (“Richland”) and Fairfield County, South Carolina (“Fairfield”) (collectively, the “Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), have jointly developed the I-77 Corridor Regional Industrial Park (the “Park”); and,

WHEREAS, in response to requests from companies seeking to invest in either Richland or Fairfield, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park (“Phase Agreements”); and

WHEREAS, on April 15, 2003, the Counties entered into an agreement entitled “Master Agreement Governing the I-77 Corridor Regional Industrial Park” (the “Master Agreement”), the provisions of which replaced all existing Phase Agreements and now govern the operation of the Park; and

WHEREAS, Vulcan Construction Materials, L.P., a South Carolina limited partnership, its corporate affiliates and assigns (collectively referred to as the “Company”), has requested that the Counties expand the boundaries of the Park to include two properties located in Richland and described in the attached **Exhibit A** (hereafter, collectively the “Property”); and

WHEREAS, the Counties now desire to expand the boundaries of the Park to include the Property but only until the earlier of the maturity or termination of the Special Source Revenue Bond.

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

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Company’s property. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council and a companion Ordinance by the Fairfield County Council, provided however, inclusion of the Property in the Park shall last only until the earlier of the maturity or termination of the Special Source Revenue Bond, both as defined in the Special Source Revenue Bond Ordinance of even date herewith, at which point, the Property will cease

automatically and immediately to be included in the Park without any further action required by the Company or either County.

Section 2. Removal of Property from Park. The Company is not entitled to remove any portion of the Property from the Park. However, the Property remains included in the Park only until the earlier of the maturity or termination of the Special Source Revenue Bond, both as defined in the Special Source Revenue Bond Ordinance of even date herewith, at which point, the Property will cease automatically and immediately to be included in the Park without any further action required by the Company or either County.

Section 3. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior Ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 5. Effectiveness. This Ordinance shall be effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

(SEAL)

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 6, 2006
Second Reading: June 20, 2006 (tentative)
Third Reading: July 11, 2006 (tentative)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE EXTENDING THE MORATORIUM ON EITHER THE APPROVAL OR DENIAL OF FLOODPLAIN MANAGEMENT PERMITS FOR DEVELOPMENT OR CONSTRUCTION WITHIN A PORTION OF THE CONGAREE RIVER FLOODPLAIN.

WHEREAS, Richland County is a participating community in the National Flood Insurance Program (“NFIP”) administered by the Federal Emergency Management Agency (“FEMA”); and

WHEREAS, FEMA must provide a participating community with data upon which floodplain management regulations shall be based pursuant to 44 C.F.R. § 60.3; and

WHEREAS, to be a participating community, Richland County is required by 44 C.F.R. § 60.2(h), to adopt and apply this data for enforcement of floodplain management regulations in unincorporated Richland County; and

WHEREAS, on November 18, 2005, the United States District Court, South Carolina Division, in the case of *Columbia Venture v. Federal Emergency Management Agency*, Case Number 3:01-4100-MBS, entered a written Order vacating the Congaree River base flood elevations as revised by the Federal Emergency Management Agency (“FEMA”) on August 20, 2001 and effective on February 20, 2002; and

WHEREAS, the Court’s Order rendered null and void the Congaree River base flood elevations as promulgated by FEMA on August 20, 2001 and effective February 20, 2002; consequently, pursuant to 44 C.F.R. § 60.3, FEMA must provide sufficient data upon which Richland County’s floodplain regulations are to be based as they apply to the Congaree River Floodplain; and

WHEREAS, FEMA had not provided the required data when the Richland County Council enacted Ordinance No. 009-06HR on February 21, 2006, which imposed a sixty (60) day moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain; and

WHEREAS, FEMA had not provided the required data when the Richland County Council enacted Ordinance No. 041-06HR on May 16, 2006, which extended the moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain for an additional 60 days or until June 21, 2006; and to date, FEMA has still not provided the required data; and

WHEREAS, the Richland County Council desires to further extend the moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain to protect public health, safety and welfare, and to allow the County time to determine what actions may be needed to maintain compliance with the NFIP;

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

SECTION I. A moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain, first established on February 21, 2006, and further extended until June 21, 2006, is hereby extended for an additional 90 days or until such time as the case of *Columbia Venture v. Federal Emergency Management Agency*, Case Number 3:01-4100-MBS is settled or until such time as Richland County adopts FEMA-approved maps for the Congaree or until such time as FEMA provides sufficient data upon which Richland County's floodplain regulations are to be based as they apply to the Congaree River Floodplain, whichever event shall occur first. This moratorium shall then expire of its own accord, and no further action of the Richland County Council shall be necessary to effectuate the expiry thereof.

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

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

SECTION V. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE ____ DAY
OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

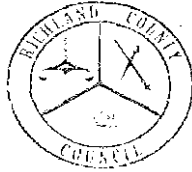
RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 6, 2006
Second Reading: June 20, 2006 (tentative)
Public Hearing: July 11, 2006 (tentative)
Third Reading: July 11, 2006 (tentative)

Richland County Council

Rules and Appointments Committee



Joseph McEachern
Chairman
District Seven

Paul Livingston
District Four

Mike Montgomery
District Eight

Staffed by:

Monique Walters
Assistant to the Clerk of
Council

RICHLAND COUNTY COUNCIL REGULAR SESSION MEETING JUNE 20, 2006

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS, AND COMMITTEES

A. Board of Assessment Appeals-1

There will be a vacancy on this board for a term expiring in July.

Thomas L. Watts

July 8, 2006*

B. Community Relations Council-2

There is one term expiring in July and one vacancy on this board.

Delores Saini

July 3, 2006*

Diane Shaw

July 7, 2007 (*Resigned*)

II. NOTIFICATION OF APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

A. Building Codes Board of Assessment and Appeals -3

There are three appointments to be made to this board for the positions of Building, Gas, and Engineer. Three applications were received from the following:

Michael Lowman, Licensed Home Builder & Real Estate Broker

Greg Mackie, Master Plumber, Master Gas Fitter

Tammy St. Clair, Professional Engineer

III. ITEMS FOR DISCUSSION

A. AMENDING THE ORDINANCE REQUIREMENTS REGARDING RESIDENCE FOR MEMBERS OF THE PLANNING COMMISSION

**B. AMENDING THE ORDINANCE REQUIREMENTS REGARDING
RESIDENCE FOR THE MEMBERS OF THE BOARD OF ZONING APPEALS**

**C. TIME FRAME FOR ADMINISTRATOR TO MAKE RECOMMENDATIONS
AFTER RECEIVING RECOMMENDATION FROM GRIEVANCE
COMMITTEE**

*Eligible for reappointment

Report prepared and submitted by:
Monique Walters, Assistant to the Clerk of Council



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: MICHAEL LOWMAN

Home Address: 5 OVERCUP COURT, IRMO SC 29063

Telephone: (home) 781-1332 (work) 732-8771

Office Address: PO BOX 2861, IRMO, SC 29063

Educational Background: BS IN BUSINESS FROM USC 1988

Professional Background: LICENSED HOME BUILDER & REAL ESTATE BROKER

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

Name of Committee in which interested: BUILDING CODES ADJUSTMENTS & APPEALS

Reason for interest: RECOMMENDED BY EARL MCLEOD EXECUTIVE OFFICER OF GREATER COLUMBIA HOME BUILDERS ASSOC.

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

MEMBER OF INTERNATIONAL CODES COUNCIL, PAST LOCAL & STATE CODES CHAIRMAN

Presently serve on any County Board/Commission/Committee? NO

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: AS NEEDED

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes ✓ No _____

If so, describe: AS OWNER OF MIKE LOWMAN HOMES, INC. SOME
CODE DECISIONS COULD HAVE AN IMPACT ON MY BUSINESS.

[Signature] _____ 5/31/06
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-5060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Greg Mackie

Home Address: 61 Old Springs Rd

Telephone: (home) 419-1007 (work) 736-9300

Office Address: 8551 Old Percival Rd

Educational Background: High School & Tech School

Professional Background: Master Plumber Master Gas Fitter COMM WATER HEAT CROSS CONNECTION

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

Name of Committee in which interested: Review Board

Reason for interest: To Be more involved with my trades &

Issues that affect our community

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

Extensive Background in Technical Trade and the Ability to establish fact concerning code issues

Previously serve on any County Board/Commission/Committee? No

Any other information you wish to give?

Recommended by Council Member(s):

How willing to commit each month: What ever is necessary

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____

No X _____

If so, describe: _____

Greg A. Mackie
Applicant's Signature

5-30-06
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-5060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: TAMMY ST. CLAIR
Home Address: 105 ASHLEY OAKS DR. BLYTHEWOOD, SC 29016
Telephone: (home) 803-754-8506 (work) 803-791-8800
Office Address: PO BOX 8027 COLUMBIA, SC 29202
Educational Background: BS, MS CIVIL ENGINEERING
Professional Background: PROFESSIONAL ENGINEER

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

Name of Committee in which interested: BUILDING BOARD OF ADJUSTMENT & APPEALS

Reason for interest: GENERAL INTEREST IN AND UNDERSTANDING OF BUILDING CODE & ENGINEERING

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: EDUCATION & EXPERIENCE IN CIVIL & STRUCTURAL ENGINEERING

Presently serve on any County Board/Commission/Committee? NO

Any other information you wish to give? SEE ATTACHED CURRICULUM VITAE

Recommended by Council Member(s): N/A

Hours willing to commit each month: AS NEEDED

CONFLICT OF INTEREST POLICY

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

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

CONSULTING ENGINEER

TAMMY ST. CLAIR, M.S., P.E.
Engineering Design & Testing Corp.
Post Office Box 8027
Columbia, South Carolina 29202
Telephone: (803) 791-8800
tstclair@edtengineers.com

EDUCATION:

- 2000 **Master of Science, Civil Engineering**
Emphasis: Steel/Concrete Structures and Construction Management
University of Tennessee
Knoxville, Tennessee
- 1998 **Bachelor of Science, Civil Engineering**
West Virginia Institute of Technology
Montgomery, West Virginia

EXPERIENCE:

- July 2003
to Present **Consulting Engineer**
Engineering Design & Testing Corp.
Columbia, South Carolina
Specialized consulting in the analysis of structural failures of residential, commercial, institutional, and industrial facilities, including the evaluation of roof damage/collapse, foundation damage/settlement, storm-related damage, blasting-related damage, moisture damage/water intrusion, code compliance, and fire-related structural damage. Analyses include photographic study, assessment of damage, probable cause of damage, estimated repair or replacement costs, and competency/code compliance of original design.
- September 1999
to June 2003 **Structural Engineer and Project Manager**
Ferro Products Corp. and Icon Construction, Inc.
Charleston, West Virginia
Structural Engineer. Completed the design, analysis, and evaluation for new conventional structural steel buildings and existing steel and concrete buildings, including commercial, institutional, and industrial facilities. Designs and analyses considered BOCA codes, Standard Building Code, and International Building Code and were completed using both Allowable Stress Design and Load Resistance Factored Design for steel/joist roofs and floors, steel/concrete composite floors, vertical support and lateral force resistance systems, member connections, trusses, stairs/landings, and mechanical platforms.

CURRICULUM VITAE:**TAMMY L. ST. CLAIR, M.S., P.E.****PAGE 2**

Completed the design of shallow concrete foundations for columns and masonry walls, as well as the design of concrete masonry unit retaining walls.

Project Manager. Completed estimates and quotes on labor for steel erection crews, including the development of new spreadsheet support and updated unit item rates. Coordinated with general contractors, materials suppliers, and field superintendent on job scheduling. Addressed structural concerns related to design, fabrication, and existing condition inconsistencies. Developed with the field superintendent, general contractor, architect, owner, and engineer-of-record efficient solutions to minimize construction costs.

August 1998
to August 1999

Graduate Teaching Fellow
Engineering Fundamentals Department
University of Tennessee
Knoxville, Tennessee

Assisted in the development of freshman engineering curriculum. Instructed freshman engineering courses and laboratories in Statics, Dynamics, Computer Graphics, Computer Programming, and Engineering Orientation. Served as advisor and mentor to freshman engineering students.

May 1994
to July 1998

Student Trainee/ CO-OP
United States Army Corps of Engineers
Huntington, West Virginia

Assisted in the development of the Residential Floodproofing Program, including completing inspections and evaluations of existing residential structures, writing scopes of work, completing site, demolition and details drawings, and estimating materials quantities.

PROFESSIONAL ORGANIZATIONS:

American Society of Civil Engineers (ASCE)
Structural Engineering Institute of ASCE (SEI)
Structural Engineers Association of South Carolina (SEA of SC)
International Code Congress (ICC)
American Forest & Paper Association's American Wood Council (AWC)

CURRICULUM VITAE:**TAMMY L. ST. CLAIR, M.S., P.E.****PAGE 3****REGISTRATIONS:**

Registered Professional Engineer in West Virginia (#15444)
Registered Professional Engineer in South Carolina (#23035)
Registered Professional Engineer in North Carolina (#029274)
Registered Professional Engineer in Florida (#61954)
Registered Professional Engineer in Alabama (#26668-E)
Registered Professional Engineer in Tennessee (#00109878)
Registered Professional Engineer in California (#C 68823)
Registered Professional Engineer in Mississippi (#17002)
Registered Professional Engineer in Louisiana (#32036)
National Council of Examiners for Engineering and Surveying (Record #23813)

CONTINUING EDUCATION:

- *When Roofs Go To Hail*; Engineering Design & Testing Corp., 2006
- *Hail Testing of Residential Roofing Materials*; Engineering Design & Testing Corp., 2006
- *Making Weather Work for You*; Weather Data, 2006
- *Who is Fellenius and What Can He Tell Us About Unsuitable Soils*; Engineering Design & Testing Corp., 2006
- *Building Code Administrative Core Online*; Florida Building Commission, 2005
- *An Introduction to Infrared Thermography*; Engineering Design & Testing Corp., 2005
- *Windows: Performance and Testing*; Engineering Design & Testing, Corp., 2005
- *Variations Between the Florida Building Code and the International Building Code*; Engineering Design & Testing Corp., 2005
- *Confined Space Compliance*; Safety and Health Council of North Carolina, 2004
- *Wind Loads for Buildings and Other Structures*; ASCE, 2003
- *Structural Design with Wood*; Virginia Polytechnic Institute, 2003
- *Solutions for IBC 2000 – Seismic Site Classification*; HC Nutting, 2003
- *Practical Steel Design*; AISC, 2003
- *Common Problems in Design, Fabrication, and Erection*; AISC, 2003
- *Reinforced Concrete Design*; ACL, 2001
- *Connection Design Tutorial*; AISC, 2001
- *Blodgett's Design of Welded Structures*; James F. Lincoln Arc Welding Foundation, 2001
- *Emerging Computing Technologies in Structural Engineering*; ASCE, 2000
- *Structural Steel Specifications*; ASCE, 2000
- *Lateral Resistance for Structures East of the Rockies*; AISC, 2000

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE VII, BOARDS, COMMISSIONS AND COMMITTEES; SECTION 2-326, BOARDS AND COMMISSIONS CREATED AND RECOGNIZED; SUBSECTION (B), THE RICHLAND COUNTY PLANNING COMMISSION; SO AS TO REQUIRE RESIDENCY IN THE UNINCORPORATED AREA OF THE COUNTY AS A CONDITION OF APPOINTMENT.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-326, Boards and commissions created and recognized; Subsection (b), The Richland County Planning Commission; is hereby reorganized and amended as follows:

(b) *The Richland County Planning Commission.*

- (1) The commission shall consist of not less than five (5) or more than nine (9) members, appointed by the council for a term of four (4) years. Any person who is appointed to the commission after September 1, 2006 must reside in Richland County.
- (2) The commission shall perform all duties provided by law.

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION IV. Effective Date. This Ordinance shall be effective for all appointments made to the Planning Commission after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

DRAFT

ATTEST this the _____ day of

_____, 2006

Michielle R. Cannon-Finch
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:

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE III, ADMINISTRATION; SECTION 26-33, BOARD OF ZONING APPEALS OF RICHLAND COUNTY; SUBSECTION (B), MEMBERSHIP/TERMS/VACANCIES; PARAGRAPH (1); SO AS TO REQUIRE RESIDENCY IN THE UNINCORPORATED AREA OF THE COUNTY AS A CONDITION OF APPOINTMENT.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article III, Administration; Section 26-33, Board of Zoning Appeals of Richland County; Subsection (b), Membership/terms/vacancies; Paragraph (1); is hereby amended to read as follows:

- (1) The board of zoning appeals shall consist of seven (7) members appointed by the Richland County Council, a majority of which shall constitute a quorum. Any person who is appointed to the board of zoning appeals after September 1, 2006 must reside in Richland County. None of the members of the board of zoning appeals shall hold any other public office or position with the county.

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION IV. Effective Date. This Ordinance shall be effective for all appointments made to the Board of Zoning Appeals after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

Attest this the ____ day of
_____, 2006

Michielle R. Cannon-Finch
Clerk of Council

DRAFT

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION JIMMY C. MONTGOMERY AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

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

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

NOW, THEREFORE, BE IT RESOLVED THAT Jimmy C. Montgomery is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County's zoning and land development regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jimmy C. Montgomery shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Jimmy C. Montgomery is no longer employed by Richland County as a Code Enforcement Officer.

ADOPTED THIS THE _____ DAY OF JUNE, 2006.

Anthony G. Mizzell, Chair
Richland County Council

Attest: _____
Michielle R. Cannon-Finch
Clerk of Council