

RICHLAND COUNTY COUNCIL DEVELOPMENT & SERVICES COMMITTEE

Bernice G. Scott
District 10

Joyce Dickerson
District 2

Val Hutchinson
District 9

Bill Malinowski
District 1

Norman Jackson
District 11

January 23, 2007

5:00 PM

Revised

**Richland County Council Chambers
County Administration Building
2020 Hampton Street**

Call to Order

Election of Chair

Approval of Minutes – November 28, 2006: Regular Session Meeting [Pages 4 – 6]

Adoption of Agenda

Presentation

A. Long-Range Strategic Planning for Richland County

Dr. Paul “Mac” Horton, Director, Clemson Institute for Economic and
Community Development

I. Items for Action

**A. Ordinance authorizing quit-claim deed to Janice Juanita Newbold-Molden and
Albert Wallace for a certain portion of a right-of-way known as Bluff Oaks Road,
Richland County**

[Pages 7 – 11]

**B. Approval of condemnation action for a portion of TMS #20600-10-032 to obtain
right-of-way needed to pave Wade Kelly Road (North Paving Project)**

[Pages 12 – 13]

- C. Ordinance authorizing the granting of a water line right-of-way easement to the City of Columbia across property identified as a portion of TMS# R16200-03-20, to serve the new Columbia State Farmers' Market**
[Pages 14 – 19]
- D. Petition to Close Killian Arch Road**
[Pages 20 – 21]
- E. Emergency Services: Approval of contract to Hoover Buildings for construction of storage buildings at Gills Creek Emergency Services Station**
[Pages 22 – 23]
- F. Emergency Services: Request for approval to enter into an Intergovernmental Agreement with the South Carolina Army National Guard to provide fire and EMS services to the McCrady Training Site**
[Pages 24 – 26]
- G. Ordinance authorizing the granting of a sewer easement to Ginn-LA University Club LTD, LLP, across property lying to the north of McNulty Street, Blythewood, SC, and identified as a portion of TMS# 15209-01-04**
[Pages 27 – 45]
- H. Approval of condemnation action for two parcels at South Side Montgomery Road (TMS# 06600-02-15 & 06600-02-18) for expansion of the Richland County landfill buffer.**
[Back up information will be provided to Council prior to the meeting.]
- I. Request to approve additional engineering design services from Power Engineering Company, Inc.**
[Back up information will be provided to Council prior to the meeting.]

III. Items for Discussion / Information

There are no items for discussion/information.

IV. Items Pending Analysis

- A. Town of Eastover Sewer Collection System**
(Deferred October 24, 2006)
- B. Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract**
(Deferred on June 27, 2006)
- C. Endorsement of Richland County / City of Columbia City-County Steering Committee (Awaiting Guidance from County Council)**
(Deferred on July 25, 2006)

Adjournment

Staffed by: Joe Cronin

Richland County Council
Development and Services Committee
November 28, 2006
5:00 PM



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: Damon Jeter
Member: Bernice G. Scott
Member: Joyce Dickerson
Member: L. Gregory Pearce, Jr.

Absent: Doris M. Corley

Others Present: Paul Livingston, Valerie Hutchinson, Joseph McEachern, Anthony G. Mizzell, Kit Smith, Michelle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Amelia Linder, Stephany Snowden, Chief Harrell, Sherry Wright-Moore, Janet Claggett, Dale Welch, Andy Metts, Teresa Smith, Geo Price, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 5:03 p.m.

APPROVAL OF MINUTES

October 24, 2006 (Regular Session) – Ms. Scott moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

The title of Item I.A. was changed to reflect the addition of Area Four (Whitaker Container).

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

ITEMS FOR ACTION

Solid Waste Collector Rate Increase & Contract Extension for Service Areas One (Allwaste Services, Inc.) Three (Southland Sanitation, Inc.) and Four (Whitaker Container) – A discussion took place.

Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Information Technology: Intergovernmental Agreement Between Richland County and Lexington County for Register of Deeds Software Licensing – Mr. Pearce moved, seconded by Ms. Scott, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Information Technology: Approval of Multi-County MOU for Software Sharing – Ms. Scott moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval.

A discussion took place.

The vote in favor was unanimous.

Quit Claim Deed for 15' Right-of-Way on Bluff Oaks Road – Ms. Scott moved, seconded by Ms. Dickerson, to defer this item until the next committee meeting. The vote in favor was unanimous.

Sewer Line Extension Policy – A discussion took place.

Mr. Pearce moved, seconded by Ms. Dickerson, to forward this item to the Council Retreat. The vote in favor was unanimous.

Discussion of Correspondence Between Richland County and the City of Columbia Regarding Homelessness – Mr. Pearce moved, seconded by Ms. Scott, to direct the Chairman to appoint three Council members to meet with the Mayor of Columbia and selected City Council members to discuss the potential of moving forward with a new homelessness agreement. The vote in favor was unanimous.

Midlands Area Consortium for the Homeless Request for Funding (\$5,000) – Mr. Pearce moved, seconded by Ms. Scott, to forward this item to Council with a recommendation for approval.

A discussion took place.

The vote in favor was unanimous.

Ordinance to Establish Regulations and Requirements Relating to Smoking of Tobacco Products in the Unincorporated Areas of Richland County – A discussion took place.

Ms. Dickerson moved, seconded by Ms. Scott, to defer this item until staff can schedule a work session in January. The vote in favor was unanimous.

ITEMS FOR DISCUSSION/INFORMATION

December D&S Committee Meeting Date – A discussion took place.

POINT OF ORDER – Mr. Mizzell stated that it had been suggested to meet the 1st, 2nd and 3rd weeks of December.

Mr. Pearce moved, seconded by Ms. Scott, to reschedule the committee meeting until December 19th.

Mr. Pearce withdrew the motion.

Mr. Pearce moved, seconded by Ms. Scott, to not hold a committee meeting in December and place all urgent items on the Council agenda in January.

IV. ITEMS PENDING ANALYSIS

Town of Eastover Sewer Collection System (Deferred October 24, 2006) – This item is still being analyzed.

Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract (Deferred on June 27, 2006) – This item is still being analyzed.

Endorsement of Richland County/City of Columbia City-County Steering Committee (Deferred on July 25, 2006) – This item is still being analyzed.

ADJOURNMENT

The meeting adjourned at approximately 5:59 p.m.

Submitted by,

Damon Jeter
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject: Quitclaim of Right-of-Way Acquired for Proposed Road Construction – Bluff Oaks Road South Contract

A. Purpose

County Council is requested to approve the execution of a quitclaim deed for a 15' wide portion of property that was obtained as Right-of-Way (R/W) for the proposed improvement/road paving project on Bluff Oaks Road. This road was to be part of the "South Paving" project.

B. Background / Discussion

This request was originally presented to the D & S Committee on July 25, 2006 as a request to quitclaim the right-of-way to Wardell Wallace. First reading of the ordinance was given on September 12, 2006. Second reading was given on September 19, 2006. Third reading and a public hearing were scheduled for October 17, 2006, but by that time Wardell Wallace had died, and the ordinance was tabled.

As a reminder from the previous Request of Action: "As a standard operating procedure, the County does not typically condemn property need for our Road paving program. We are quitclaiming the R/W, in this case, because no other property owners on this Road would agree to provide the R/W needed for road construction. Therefore, the project could not go forward, and making this the single portion of R/W obtained along this road, unnecessary."

The heirs of Wardell Wallace have now been identified as Janice Juanita Newbold-Molden and Albert Wallace, and they and their attorney have strongly requested that the County divest itself of any interest it has in the property.

C. Financial Impact

There will be no negative impact to our road construction "C" fund program. In addition, this may assist in constructing roads where they are wanted and may allow us to do some other roads, that we could not before, due to budget limitations.

There is no financial impact associated with this request.

D. Alternatives

1. Approve the request to quitclaim the 15' R/W obtained on the tract identified as TMS 16103-04-01 and further described in the attached Quitclaim Deed.
2. Do not approve the request to quitclaim the 15' R/W.

E. Recommendation

It is recommended that Council approve the request to quitclaim the 15' R/W to Janice Juanita Newbold-Molden and Albert Wallace.

Recommended by: Staff **Department:** Legal **Date:** 11/14/06

Previously recommended by: Howard Boyd, P.E. **Department:** Public Works
Date: 7/11/06

F. Reviews

Finance

Reviewed by: Daniel Driggers Date: 11/20/06
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder Date: 11/20/06
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald Date: 11/20/06
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend approval of the revised quit-
claim deed as described above.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-07HR

AN ORDINANCE AUTHORIZING QUIT-CLAIM DEED TO JANICE JUANITA NEWBOLD-MOLDEN AND ALBERT WALLACE FOR A CERTAIN PORTION OF A RIGHT-OF-WAY KNOWN AS BLUFF OAKS ROAD, RICHLAND COUNTY.

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. For and in consideration of the sum of \$1.00, the County of Richland and its employees and agents are hereby authorized to grant a quit-claim deed for a certain portion of a right-of-way known as Bluff Oaks Road, Richland County, to Janice Juanita Newbold-Molden and Albert Wallace, as specifically described in the attached quit claim deed, which is incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, 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:
Second Reading:
Public Hearing:
Third reading:

Grantee's address:
4847 Bluff Road, Columbia, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED, is made by **Richland County, South Carolina**, (hereinafter "Grantor"), to **Janice Juanita Newbold-Molden and Albert Wallace**, (hereinafter "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, successors, assigns, legal representatives, and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration, in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee, their heirs and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

A portion of that tract identified on the Richland County Tax Map as TMS 16103-04-01 and lying within 15 feet left of the centerline of a newly aligned Bluff Oaks Road and running from existing right of way of Bluff Road approximate survey station 2+61, being 2850 square feet.

This being the same property purported to have been conveyed to Richland County, South Carolina by that document dated May 24, 2005, and recorded in the land records of Richland County on June 1, 2005, in Book 01058 at page 2476.

Richland County Council Request of Action

Subject: North Paving Project-Wade Kelly Road & Round Top Church Road
Right-of-Way Condemnation

A. Purpose

County Council is requested to approve the condemnation for a portion of TMS #20600-10-032 to obtain R/W needed to pave Wade Kelly Road. The property owners have refused the fair market value of the property needed for right-of-way (R/W).

B. Background / Discussion

Wade Kelly Road, is the top priority road in District #2 and we have obtained approximately 25 of 28 R/W's needed, all recently signed within the scope of one community meeting. We believe we will be able to obtain 2 of the remaining 3 R/W's without much difficulty. However, this request is for, what has been thus far, a negotiation that is at an impasse. The details of our impasse may be somewhat demonstrated by the below description of what transpired at our last contact with these property owners.

We have made multiple attempts at working with Mr. Fred Cunningham, et al to negotiate an agreement and have paid handsomely for an extensive, quality appraisal. We made an offer to the Cunningham's for the Fair market value of \$9,000 for the 0.63 acres identified for R/W. The entire parcel consists of 10 Acres, as is.

In a meeting held November 6,2006 with Mr. Cunningham, his sister, Ms. Santria Cantaza, Mrs. Joyce Dickerson (Richland County Councilperson) and Mr. Randy Byrd (Richland County Right-of Way Agent), the Cunningham's rejected the fair market value of \$9,000 and verbally made a counter offer of \$150,000. Mr. Cunningham was asked to provide the counter offer in writing. He indicated that this had been done in the past and provided to Mrs. Dickerson.

C. Financial Impact

If the condemnation process determines that the owner is due any remuneration for the fair market property value the funding will come from Road paving projects account. The total current value, of the portion of property in question, based on appraisal, is \$9,000. Should Council agree to the counter offer of \$150,000, these funds would come from the same source. However, the impact would require other roads to be removed from this contract.

D. Alternatives

There are three alternatives that exist for this project and are as follows:

Richland County Council Request of Action

Subject: Water Line Easement to the City of Columbia for Service to the New State Farmers' Market

A. Purpose

Richland County Council is requested to approve an Ordinance authorizing the granting of a water line right-of-way easement to the City of Columbia across property identified as a portion of TMS# R16200-03-20 (Richland County property) to serve the new Columbia State Farmers' Market, as specifically described in the easement, a copy of which is attached. The easement will also serve the new wholesale side of the Farmer's Market developed by Richland County.

B. Background / Discussion

The new water line will connect to the existing City of Columbia water main on Pineview Road and extend through the Richland County property to the Columbia State Farmer's Market. This water line will be the main water service connection for both sites. The easement location was shown to Council during a Master Plan Work Session on September 12, 2006. The location of the easement was previously accepted with the approval of Master Plan Scheme 3 by County Council.

C. Financial Impact

The cost associated with installing the water line from Pineview Road to the Columbia State Farmers' Market will be the responsibility of the South Carolina Department of Agriculture. Any connections to the line to support the Richland County wholesale side will be the responsibility of Richland County. This will be done through the Richland County design/build contract.

D. Alternatives

1. Approve an Ordinance authorizing the granting of a water line right-of-way easement to the City of Columbia across property identified as a portion of TMS# R16200-03-20 (Richland County property) to serve the new Columbia State Farmers' Market.
2. Do not approve an Ordinance authorizing the granting of a water line right-of-way easement to the City of Columbia. If the water line easement is not granted, Richland County will have to determine other means of getting water to the wholesale side and will have to expend additional funds to do so.

E. Recommendation

It is recommended that Council approve an Ordinance authorizing the granting of a water line right-of-way easement to the City of Columbia across property identified as a portion of

TMS# R16200-03-20 (Richland County property) to serve the new Columbia State Farmers' Market.

Recommended by: J. Milton Pope **Department:** Administration **Date:** 01/09/2007

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 1/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 1/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 1/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Granting of the water line easement is consistent with the Council's previous approval of the Farmers' Market Master Plan.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-07HR

AN ORDINANCE AUTHORIZING THE GRANTING OF A WATER LINE RIGHT-OF-WAY EASEMENT TO THE CITY OF COLUMBIA ACROSS PROPERTY IDENTIFIED AS A PORTION OF TMS NUMBER R16200-03-20, TO SERVE THE NEW COLUMBIA STATE FARMERS' MARKET.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a water line right-of-way easement to the City of Columbia across property identified as a portion of TMS# R16200-03-20 to serve the new Columbia State Farmers' Market, as specifically described in the Easement, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2007.

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:

2RC_Waterline_Esmt

EXHIBIT "A"

LEGAL DESCRIPTION
PROPOSED 25' WATERLINE EASEMENT
PROPERTY OF RICHLAND COUNTY, SOUTH CAROLINA
TAX MAP No. R16200-03-20

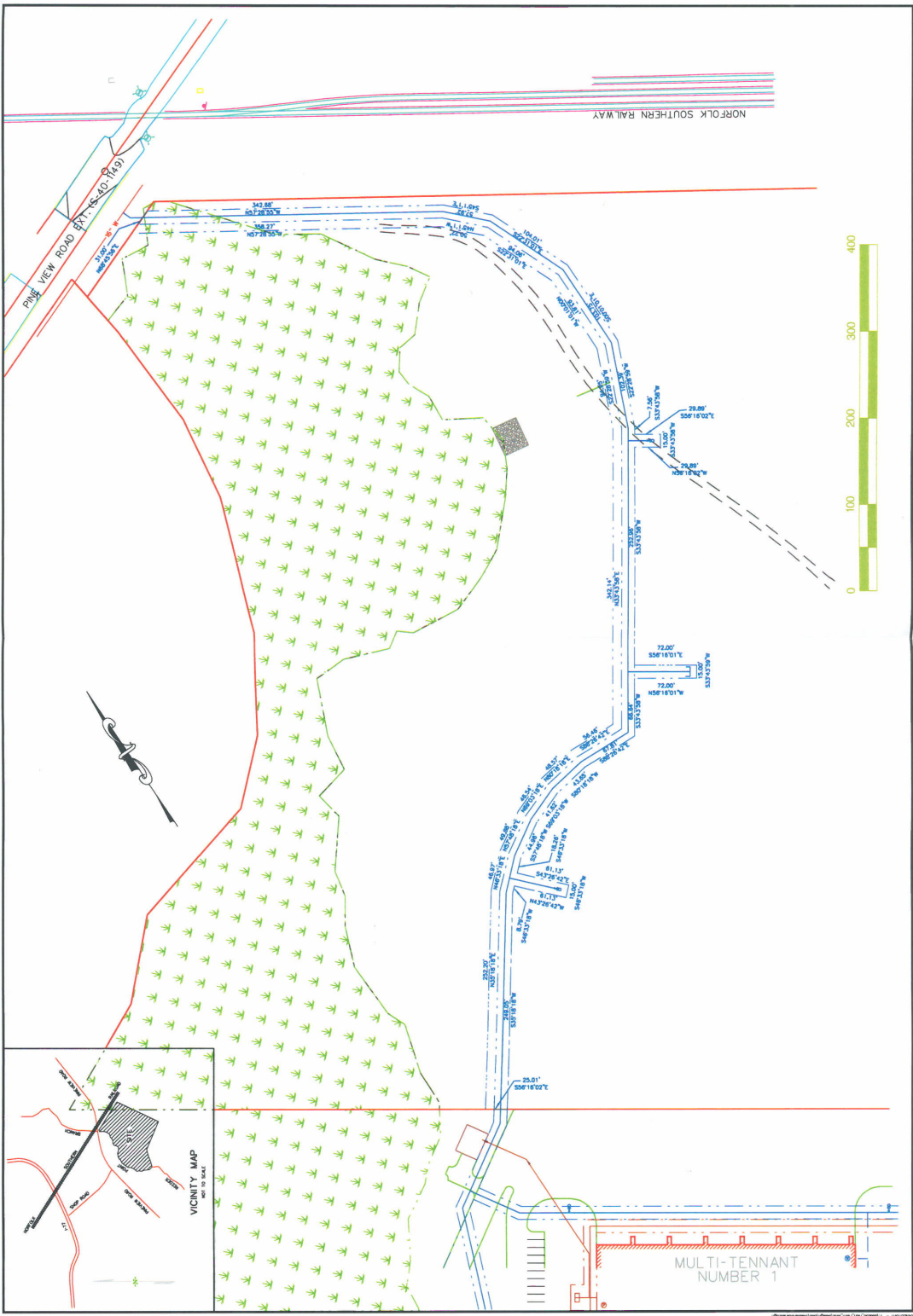
THE FOLLOWING DESCRIBES AN EASEMENT ON THE PROPERTY OF RICHLAND COUNTY, SOUTH CAROLINA, MEASURING AND CONTAINING SUCH LOCATION, SHAPE, COURSES, DISTANCES AS SHOWN ON A MAP TITLED "EXHIBIT 'A' PROPOSED WATERLINE" FOR COLUMBIA FARMERS MARKET RELOCATION - CLEARING AND GRADING PACKAGE FOR THE SOUTH CAROLINA DEPARTMENT OF AGRICULTURE AND DATED Nov. 27, 2006

THIS UTILITY EASEMENT IS CONTAINED WITHIN THE PROPERTY OF RICHLAND COUNTY SOUTH CAROLINA AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING NORTH 57°29'30" WEST 35.57 FEET FROM THE INTERSECTION OF

PINEVIEW ROAD (S-40-1149) AND THE CENTERLINE OF NORFOLK SOUTHERN RAILWAY TO A POINT BEING A CONCRETE NAIL AND CAP; THENCE SOUTH 13°33'34" WEST 116.69 FEET TO THE POINT AND PLACE OF BEGINNING OF A PROPOSED 15 FOOT WIDE EASEMENT SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF PINEVIEW ROAD (S-40-1149) AND THE NORTHERLY MARGIN OF THE PROPOSED EASEMENT, THENCE THE FOLLOWING COURSES AND DISTANCES:

1) SOUTH 57°28'55" EAST 342.68 FEET, 2) SOUTH 45°01'01" EAST 57.92 FEET, 3) SOUTH 22°31'01" EAST 104.01 FEET, 4) SOUTH 00°01'01" EAST 103.75 FEET, 5) SOUTH 22°28'59" WEST 102.39 FEET, 6) SOUTH 33°43'58" WEST 7.56 FEET, 7) SOUTH 56°16'02" EAST 29.89 FEET, 8) SOUTH 33°43'58" WEST 15.00 FEET, 9) NORTH 56°16'02" WEST 29.89 FEET, 10) SOUTH 33°43'58" WEST 252.96 FEET, 11) SOUTH 56°16'01" EAST 72.00 FEET, 12) SOUTH 33°43'59" WEST 15.00 FEET, 13) NORTH 56°16'01" WEST 72.00 FEET, 14) SOUTH 33°43'58" WEST 66.64 FEET, 15) NORTH 88°26'42" WEST 67.81 FEET, 16) SOUTH 80°18'18" WEST 43.65 FEET, 17) SOUTH 69°03'18" WEST 41.62 FEET, 18) SOUTH 57°48'18" WEST 44.96 FEET, 19) SOUTH 46°33'18" WEST 18.26 FEET, 20) SOUTH 43°26'42" EAST 61.13 FEET, 21) SOUTH 46°33'18" WEST 15.00 FEET, 22) NORTH 43°26'42" WEST 61.13 FEET, 23) SOUTH 46°33'18" WEST 8.79 FEET, 24) SOUTH 35°18'18" WEST 249.05 FEET, 25) NORTH 56°16'02" WEST 15.01 FEET, 26) NORTH 35°18'18" EAST 250.94 FEET, 27) NORTH 46°33'18" EAST 45.00 FEET, 28) NORTH 57°48'18" EAST 47.91 FEET, 29) NORTH 69°03'18" EAST 44.57 FEET, 30) NORTH 80°18'18" EAST 46.60 FEET, 31) SOUTH 88°26'42" EAST 61.00 FEET, 32) NORTH 33°43'58" EAST 347.77 FEET, 33) NORTH 22°28'59" EAST 97.93 FEET, 34) NORTH 00°01'01" WEST 97.78 FEET, 35) NORTH 22°31'01" WEST 98.04 FEET, 36) NORTH 45°01'01" WEST 53.30 FEET, 37) NORTH 57°28'55" WEST 352.03 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PINEVIEW ROAD (S-40-1149), THENCE TURNING AND FOLLOWING THE SAID RIGHT-OF-WAY NORTH 68°45'56" EAST 18.60 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 0.59 ACRES MORE OR LESS.



Richland County Council Request of Action

Subject: Petition to Close Killian Arch Road

A. Purpose

County Council is requested to approve, deny or make a recommendation with respect to a Petition to Close Killian Arch Road in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14.

B. Background / Discussion

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County's Planning, Public Works and Emergency Services departments and to forward the request to abandon or close a public road or right-of-way to County Council for disposition. The petition was filed in circuit court on October 27, 2006.

C. Financial Impact

There is no apparent financial impact associated with this request.

D. Alternatives

1. Approve the request to close Killian Arch Road.
2. Do not approve the request and contest the matter in circuit court.

E. Recommendation

As this is a litigation matter exempt from disclosure pursuant to S.C. Code of Laws Ann. Section 30-4-40(7), recommendation may be provided in accordance with the executive session prescriptions of 30-4-70.

Recommended by: Bradley T. Farrar **Department:** Legal **Date:** 11/29/06

F. Reviews

Public Works

Reviewed by: Howard Boyd, County Engineer Date: 1/18/07

Recommend Council approval Recommend Council denial

Comments regarding recommendation: It is a SCDOT Road. However, I have seen nothing in writing from the developers side saying, what I have heard verbally, that they own all the property and therefore no one will be land locked.

Emergency Services

Reviewed by: Michael Byrd

Date: 1/18/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: There are no residential or commercial structures located on the road. Emergency Services has no objections to closing Killian Arch Road.

Finance

Reviewed by: Daniel Driggers

Date: 1/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation

Legal

Reviewed by: Amelia Linder

Date: 1/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Concur with Mr. Farrar's recommendation.

Administration

Reviewed by: Tony McDonald

Date: 1/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the road closure contingent upon no objection being raised by Emergency Services, Planning or Public Works.

Richland County Council Request of Action

Subject: Emergency Services – Approval of Contract to Hoover Buildings for Construction of Storage Buildings at Gills Creek Emergency Services Station

A. Purpose

The purpose of this report is to obtain Council's approval to award a contract to Hoover Buildings for the construction of two storage buildings at the Gills Creek Emergency Services Station site. Funding is available in the Emergency Services budget.

B. Background / Discussion

The Emergency Services Department has numerous trucks and trailers loaded with emergency equipment used for disaster response and continuity of operations. The equipment must be ready for immediate deployment. Due to the nature of the mission, the equipment must be secure and protected. Two storage buildings will be constructed at the Gills Creek Emergency Services Station site. Each building is approximately 5,000 square feet. The project was advertised for bids and the lowest responsible and responsive bidder is Hoover Buildings. The amount of the contract is \$95,700.

C. Financial Impact

Funds were budgeted in the Emergency Services budget and are available for this project in account 7500-5322. No other funds are needed.

D. Alternatives

1. Accept the bid and award the contract to Hoover Buildings for construction of the buildings.
2. Do not accept the bids and re-bid the project.
3. Identify secure enclosed space owned by Richland County. (We have explored this option and no space was identified.)
4. Continue to look for alternatives.

E. Recommendation

It is recommended that Council award the bid to Hoover Buildings for \$95,700 to construct the buildings at the Gills Creek Emergency Services Station site.

Recommended by: Michael A. Byrd **Department:** Emergency Services **Date:** 01/03/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 1/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available and appropriated as stated.

Procurement

Reviewed by: Rodolfo Callwood

Date: 1/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 1/17/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: J. Milton Pope

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available and appropriated

Richland County Council Request of Action

Subject: Emergency Services: Army National Guard Intergovernmental Service Agreement

A. Purpose

The purpose of this report is to obtain Council's approval to enter into an Intergovernmental Agreement with the South Carolina Army National Guard to provide fire and EMS services to the McCrady Training Site on Leesburg Road in Richland County. The Army National Guard will provide half of the funding needed to have a full fire company and full EMS ambulance crew located at our Leesburg Road and Highway 601 Emergency Services Station.

B. Background / Discussion

The Emergency Services Department has a station located at Leesburg Road and Highway 601. The McCrady Training Center is located on Leesburg Road near Highway 601. The Army National Guard is required to have full time fire and EMS services available on or near training sites. The Army National Guard wishes to partner with Richland County to establish the required resources. Partnering will reduce overall costs for both the Army National Guard and Richland County. The Army National Guard's target date to begin service is March 2007. The Leesburg Road Emergency Services Station is currently staffed with two fire fighters (24/7) and volunteers. Eventually we will need additional fire fighters at the station to maintain our ISO classification. There is no full time EMS unit stationed there. The station has adequate space to accommodate the additional fire and EMS personnel. The Army National Guard has proposed paying one half of the total station operating cost to have a full engine company (four full time fire fighters on duty at all times – three 24 hour shifts) and a full EMS crew (One Paramedic and one EMT- Four 12 hour shifts) at the station. They have also agreed to pay half of the cost of an ambulance vehicle and other start-up costs. We currently have a fire pumper located at the station so a new fire vehicle is not needed. The emergency workers located at the station will be available to respond to any emergency in Richland County including the McCrady Training Center. The additional personnel and equipment will greatly enhance our ability to provide adequate coverage in the area at a reduced cost to Richland County. The additional fire fighters will be included in our contract and budget with the City of Columbia. The eight new EMS employees will be County employees.

C. Financial Impact

The Army National Guard will pay start up costs and one half of the total annual operating cost of the station. Our current cost to operate the Leesburg fire station is \$432,125.

ESTIMATED COSTS TO UP-GRADE LEESBURG ESD STATION TO FULL SERVICE:
FIRE

Projected Total Cost per Year	
Personnel	\$695,000

Operations	60,000	

Total	\$755,000	
ANG Cost (1/2 of Total)		\$377,500
County's Cost		\$377,500
ANG Start up Costs		\$40,000

With the partnership, the County's cost to operate the fire station will be reduced by \$54,625.

EMS

Projected Total Cost Per Year		
Personnel	\$352,200	
Operations	\$ 20,000	

Total	\$372,200	
ANG Cost (1/2 of Total)		\$186,100
County's Cost		\$186,100
ANG Start-up costs		\$43,000

With the partnership, EMS costs will increase by \$186,100 per year because we currently do not have an EMS crew currently located at the station.

The yearly financial impact to Richland County is as follows:

EMS Budget will increase by	\$186,100
County's financial requirement for Fire will decrease by -	\$ 54,625

Annual increase to Richland County to fund improvements:	\$131,475
Annual amount paid by The Army National Guard:	\$563,600

If the agreement is implemented during the current budget year, Richland County's cost for the remaining months of this fiscal year will be covered by funds from EMS personnel shortages and savings due to the late opening date of the Jackson Creek Fire Station. No other funds are needed this fiscal year.

D. Alternatives

1. Approve the agreement with the Army National Guard to add personnel and fund half of the Leesburg Road Station cost.
2. Do not accept the offer.
3. Delay the approval of the agreement.
4. Explore other options.

E. Recommendation

It is recommended that Council authorize the administrator to negotiate and enter into an intergovernmental agreement with the Army National Guard to provide half of the funding necessary to make the Leesburg Road Emergency Services Station a full service sub-station and approve the first reading to add the additional six (6) fire fighters and eight (8) EMS workers.

Recommended by: Michael A. Byrd **Department:** Emergency Services **Date:** 01/03/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 1/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Finance is working on an analysis of the total cost impact and will provide a recommendation at the committee meeting.

Legal

Reviewed by: Amelia Linder

Date: 1/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It appears that all of the alternatives are legally sufficient; therefore, this request is at the discretion of County Council.

Administration

Reviewed by: Tony McDonald

Date: 1/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval conceptually, but will provide a more definitive recommendation once the financial analysis has been completed.

Richland County Council Request of Action

Subject: Granting of Sewer Easement at Richland County Public Library – Blythewood Facility

A. Purpose

County Council is requested by Ginn-LA University Club, Ltd., LLLP to grant an easement for a sewer line at the Richland County Public Library – Blythewood Facility.

B. Background / Discussion

The land for the Richland County Public Library is deeded to Richland County “on behalf of the Public Library.” As such, any granting of easements would be done by Richland County and not the Richland County Public Library. The Library received a request from Ginn-LA University Club, Ltd., LLLP for a sewer easement at the Blythewood Facility and forwarded that request to Richland County. The Library Board met on January 8, 2007, to discuss the easement issue and offered no objection to the County’s granting of the easement. All documentation provided by Ginn-LA University Club, Ltd., LLLP is attached for your review.

C. Financial Impact

There is no known negative financial impact associated with this request, however, Ginn-LA University Club, Ltd., LLLP has offered \$1000, if necessary, for the granting of the easement.

D. Alternatives

1. Approve the granting of the easement and deposit any funds in the General Fund.
2. Approve the granting of the easement and give any funds back to the Richland County Public Library.
3. Deny the granting of the easement.

E. Recommendation

This request is at Council’s discretion.

Recommended by: Elizabeth McLean

Department: Legal

Date: 1/9/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 1/16/07

Recommend Council approval
Comments regarding recommendation:

Recommend Council denial

Legal

Reviewed by: Amelia Linder

Date: 1/17/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: All of the alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

Administration

Reviewed by: Tony McDonald

Date: 1/17/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: An ordinance will be required to grant the requested easement.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-07HR

AN ORDINANCE AUTHORIZING THE GRANTING OF A SEWER EASEMENT TO GINN-LA UNIVERSITY CLUB LTD, LLLP, ACROSS PROPERTY LYING TO THE NORTH OF MCNULTY STREET, BLYTHEWOOD, SOUTH CAROLINA, AND IDENTIFIED AS A PORTION OF TMS NUMBER 15209-01-04.

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. On behalf of the Richland County Public Library, the County of Richland and its employees and agents are hereby authorized to grant a sewer easement to Ginn-La University Club Ltd, LLLP, across property lying to the North of McNulty Street, Blythewood, South Carolina, and identified as a portion of TMS# 15209-01-04, and further described in the "Sewer Easement Agreement", a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of _____, 2007.

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:

Ginn-LA University Club, Ltd., LLLP

**PROPOSAL TO THE
RICHLAND COUNTY PUBLIC LIBRARY
FOR A
FORCE MAIN SEWER LINE EASEMENT**

**RICHLAND COUNTY PUBLIC LIBRARY
BLYTHEWOOD, SC
(TMS #15209 – 01 – 04)
DECEMBER 7, 2007**

EXECUTIVE SUMMARY

Ginn – LA University Club, Ltd., LLLP (Ginn) acquired the property and golf course located in Blythewood, SC formerly known as the University Club in 2004. This property was repositioned as Cobblestone Park. In the fall of 2005, approximately 800 new single-family homesites were sold, bringing the overall single-family residential density to approximately 1000 units. This private, lifestyles community also has 27 existing holes of golf, outdoor amenities, and a golf clubhouse. Construction is underway on a new state-of-the-art Amenity Center, an additional nine holes of golf, a new golf clubhouse and additional outdoor amenities.

In order for Palmetto Utilities to accommodate the increased sanitary sewer demand generated by Cobblestone Park as well as other planned development within the Blythewood community, Ginn is constructing a new force main sewer system that will connect Cobblestone Park to a pre-designated connection point in downtown Blythewood. In order for this sewer line to be constructed, the line will pass under I – 77, along easements on private property, existing roadway rights-of-way, etc.

The routing as designed and approved by Palmetto Utilities also requires that Ginn obtain easements from the Recreation Commission of Richland County and the Richland County Public Library to install the sewer line adjacent to the property lines of their respective property lying between Oakhurst Road and McNulty Road in Blythewood.

As consideration for the grant of this easement, Ginn is proposing to install a sewer line of sufficient capacity to provide service to the existing library as well as any future expansion to this facility. The current and future property taxes generated by Cobblestone Park will also provide a significant long-term stream of funds for use by the Richland County Public Library throughout Richland County.

We feel that by granting the easement as requested, the Richland County Public Library will benefit not only in the near-term but also in the long-term by the development of the Cobblestone Park community.

Ginn-LA University Club, Ltd., LLLP

BACKGROUND

Ginn-LA University Club, Ltd., LLLP (Ginn) purchased the property formerly known as the University Club, located in Blythewood, SC in January 2004. At the time of the acquisition, approximately 25% of the residential property at the University Club had been masterplanned and developed as single family residential lots. There was also a 27 hole golf course and associated amenities located at The University Club at the time of the acquisition.

Subsequent to this acquisition, Ginn developed masterplans, repositioned the property as Cobblestone Park and conducted a sales launch event in October 2005, at which time a total of approximately 800 single family lots were sold.

Due to the projected increase in residential density at Cobblestone Park, it is now necessary to upgrade the sanitary sewer line that connects the property to the Palmetto Utilities sanitary sewer system.

Working in conjunction with Palmetto Utilities, this point of connection was designated as an existing large capacity sewer line located on Main Street (US 21) in downtown Blythewood. The sewer system that will connect Cobblestone Park to this point of connection will utilize a force main design, wherein the waste water will be pushed through the lines by a series of pumps.

In turn, WK Dickson Engineers of Columbia designed the overall sewer system for Cobblestone Park to cross under Interstate 77 just north of the Blythewood Road / I - 77 interchange (exit 27). The designed routing for this force main after it crosses under I - 77 runs over private property to a point where it intersects with Boney Road, and then is routed down Boney Road to where Boney Road and Oakhurst Road intersect. Installation of the force main from Cobblestone Park, under I - 77 and to the Boney / Oakhurst Road intersection is complete.

Ginn-LA University Club, Ltd., LLLP

CURRENT SITUATION

The initial proposed routing from the Boney / Oakhurst Road intersection to the Main Street connection was to proceed east on Oakhurst Road to Main Street, then south on Main Street to the proposed point of connection. The engineers were forced to develop an alternate routing due to a significant amount of utility and infrastructure work that has been recently completed on Main Street between Oakhurst Road and Langford Road. In addition, it was discovered that there are significant fiber-optic cables installed along Oakhurst Road and there is also an old earthen dam that is very close to the roadway that could be placed at risk with significant site disturbance and construction nearby. Therefore, a new routing plan was prepared.

Please refer to Attachment B as reference for the routing as described below.

This routing proceeds along Oakhurst Road east from the intersection of Boney Road and Oakhurst Road. The force main sewer line would be installed along the Oakhurst Road Recreation Commission property line (TMS #15209 – 01 – 02), past the gymnasium building to the eastern limit and property line between the Recreation Commission property and the private property to the east (TMS #15213 – 01 – 13 / Branson).

At this point, the sewer line would turn south and proceed along the property line between the Recreation Commission property (TMS #15209 – 01 – 02), and the following properties – TMS #15213 – 01 – 03 (Branson); TMS #15213 – 01 – 01 (Wright / Gray Partnership); and TMS #15213 – 01 – 11 (K. P. Holdings) - to the point of intersection with TMS # 15209 – 01 – 03 (Lucas).

At this point, the sewer line would turn west and proceed along the property line between the Recreation Commission property (TMS # 15209 – 01 – 02) and the Lucas property (TMS # 15209 – 01 – 03) to the intersection with the Richland County Public Library property (TMS #15209 – 01 – 04).

At this point, the sewer line would turn south and run along the property line between the Lucas property (TMS # 15209 – 01 – 03) and the Richland County Public Library property (TMS # 15209 – 01 – 04) to McNulty Road.

At this point, the sewer line would be installed in the McNulty Road right-of-way and proceed east to the designated point of connection near the intersection of McNulty Road and Main Street.

Ginn-LA University Club, Ltd., LLLP

The total length of this installation is approximately 3300 linear feet, of which approximately 200 feet are on Richland County Public Library property.

The force main sewer line is being constructed by Newman Construction from Sumter, SC. The cost of the engineering and construction of this sewer line and the associated pumps and other support equipment is being paid for by Ginn – LA University Club, Ltd., LLLP (Ginn).

Ginn has placed Payment and Performance Bonds with the Town of Blythewood in an amount of 125% of the estimated cost of this construction to ensure the completion of this project.

At the completion of the construction of this force main sewer line and acceptance by Palmetto Utilities and South Carolina DHEC, the easements and overall force main sewer line system will be transferred to Palmetto Utilities for operation and maintenance going forward.

PROPOSAL

Ginn – LA University Club, Ltd., LLLP (Ginn) is requesting that the Richland County Public Library grant Ginn an easement for the construction of the force main sewer line as designed along the proposed routing as outlined above. As noted, at completion of the sewer line construction this easement will be assigned to Palmetto Utilities for on-going operation and maintenance of the force main sewer line.

Both Newman Construction and Palmetto Utilities have inspected the routing and feel there will not be any problems with avoiding the existing utilities and structures.

Newman Construction will be responsible for the repair or replacement of any damaged utilities, structures, etc. to the satisfaction of the Richland County Public Library, during the construction and installation phase of this sewer line.

The initial width of the proposed easement during the construction phase will be thirty feet. At the completion of the construction, this easement will be reduced to a 15 foot wide permanent easement, nominally 7.5 feet wide on either side of the installed sewer line pipe.

At the completion of the installation the site will be returned to a “previous or better condition” by the contractor; and, on-going maintenance of the easement will be the responsibility of Palmetto Utilities.

It is our understanding that the Richland County Public Library in Blythewood is currently serviced by a septic tank system. We also understand that there may be a significant addition to the existing library in the future. The sewer line connection that will be constructed will be of sufficient size and capacity to handle the current demand as well as the demand generated by the future expansion to the library. We will work with the Richland County Public Library staff with regard to the routing of this sewer service line.

Ginn-LA University Club, Ltd., LLLP

The sewer connection (tap) fees for this connection will also be provided as part of the consideration for the grant of the requested easement.

We estimate the value of the proposed sewer services being provided to the Richland County Public Library to be approximately \$20,000. The installation of sewer service to the library property, combined with the availability of service for future demand will significantly increase the value of this specific property.

In addition to the immediate consideration for this specific Proposal, we have calculated the amount of tax revenue that will be generated to the overall Richland County Public Library by the development of new lots within the Cobblestone Park community. Based on an average tax bill of \$4,218 for lots closed in 2006, this contribution will approach \$58, 000; and, in 2007 this contribution will grow to approximately \$75,000. In future years these 800 lots will contribute approximately \$135,000 per year, based on the lot values only.

This contribution to the overall Richland County Public Library will increase significantly as homes are constructed within the Cobblestone Park community. Homes valued in the \$500,000 to \$1 million price range and above, excluding the value of the lot, are currently being constructed.

The current and future tax contributions to the Richland County Public Library also do not take into account the taxes being paid by the owners of previously developed real estate in the Cobblestone Park residential community, taxes on the golf course and related facilities, and other land and structures throughout the community. An additional nine holes of golf are under construction, increasing the golf course size to 36 holes. A new Amenity Center is currently under construction, and ground will be broken for a new clubhouse facility in 2007. All of these additions will make significant tax contributions to Richland County and the Richland County Public Library.

The actual build-out of the homes in Cobblestone Park is forecast to take eight-to-ten years which will also benefit the Richland County Public Library in the development of new or expansion of existing facilities in the area.

Ginn-LA University Club, Ltd., LLLP

SUMMARY

We (Ginn) feel that we have been diligent and worked in good faith in our commitment to expand the existing Palmetto Utilities sewer system to accommodate not only the needs of the Cobblestone Park community, but also provide significant capacity for long term growth of the Town of Blythewood and surrounding area. The cost of this work will approach \$2 million at completion.

It is also a goal of our company to partner with the local community and governmental agencies and work to provide near-term solutions that will provide long-term benefits. We feel that the considerations as proposed to the Richland County Public Library with regard to installing sewer service provides an immediate and tangible benefit.

We also feel that by making provision for future expansion, combined with the funds generated to the Richland County Public Library for the benefit of all of Richland County by the taxes generated by Cobblestone Park we are providing a benefit that would have taken a long time to realize had we not acquired, developed and sold the residential home sites in Cobblestone Park at this time.

We have prepared a Sewer Easement Agreement (Attachment A) for the easement that is being requested, and this document is attached to this Proposal. WK Dickson Engineers has prepared an Easement Exhibit (Attachment B), and a copy of this document is also attached, along with an aerial photo (Attachment C) of the overall easement area where the force main sewer line will be installed.

We feel that by granting the easement as requested, the Richland County Public Library will benefit not only in the near-term but also in the long-term by the development of the Cobblestone Park community.

We look forward to your timely review and approval of this Proposal.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2006, by and between the COUNTY OF RICHLAND, for the RICHLAND COUNTY PUBLIC LIBRARY, and its legal representatives, successors, and assigns ("Grantor"), and GINN-LA UNIVERSITY CLUB LTD., LLLP, a Georgia limited liability limited partnership, and its successors, assigns and legal representatives ("Ginn").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Blythewood, Richland County, South Carolina as is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**"); and

WHEREAS, Ginn desires to install, construct, maintain, use, replace and repair certain sewer lines, force mains, manholes, pipes, and other sewer facilities (collectively, the "**Sewer Facilities**") on certain portions of the Property, as is more particularly described herein, and Grantor has agreed to the same pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Ginn to Grantor, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Ginn and Grantor, and their respective heirs, legal representatives, successors and assigns, do hereby agree as follows:

1. **Grant of Easements.** Grantor hereby grants to Ginn, its successors, legal representatives and assigns (i) a perpetual, non-exclusive fifteen (15) foot wide easement on, over, under, across, and through the portion of the Property depicted on **Exhibit "B"**, attached hereto and by this reference made a part hereof, as the Permanent Easement Area ("**Permanent Easement Area**"), and (ii) a temporary, non-exclusive thirty (30) foot wide easement (which shall terminate on the date one year after the date of this Agreement) on, over, under, across, and through the portion of the Property depicted on **Exhibit "B"**, attached hereto, as the Temporary Easement Area ("**Temporary Easement Area**"), for the purposes of installing, constructing,

maintaining, using, replacing and repairing Sewer Facilities in the Permanent Easement Area, together with all ingress, egress and access rights necessary for such installation, construction, maintenance, use, replacement and repair of the Sewer Facilities. Grantor shall not construct or permit any buildings or structures in the Permanent Easement Area, but pavement, sidewalks, utility lines and landscaping which do not interfere with the Sewer Facilities and the rights granted herein are permitted. The Permanent Easement Area and the Temporary Easement Area are hereinafter collectively called the "**Easement Area**". Grantor also grants Ginn the right, but not the obligation, to remove and keep removed from the Permanent Easement Area (and from the Temporary Easement Area until the temporary easement terminates) all trees, roots, limbs, shrubs, underbrush and parts thereof and all other obstacles, including without limitation, buildings and structures, as necessary to install, construct, maintain, use, repair, replace, or protect the Sewer Facilities located within the Permanent Easement Area.

2. Conditions and Obligations with Respect to the Easement.

- a. The use of the Easement Area by Ginn shall be in accordance with all laws, ordinances, codes and regulations of all governmental authorities having jurisdiction over the Easement Area, and the Easement Area shall remain free and clear of all liens and other encumbrances arising out of the installation, construction, maintenance, replacement and repair by Ginn of the Sewer Facilities.
- b. Grantor reserves all right, title, and interest in and to the Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with the use of such area as expressly permitted herein.
- c. The installation, construction, maintenance, replacement and repair by Ginn of the Sewer Facilities in the Easement Area shall be undertaken and completed in a good and workmanlike manner. Upon the completion of construction of the Sewer Facilities, Ginn shall remove all debris, equipment and other facilities placed by it within the Easement Area and restore the surface of the Easement Area to the condition existing as of the date of this Agreement.

3. Indemnification.

Ginn hereby agrees to indemnify and hold harmless Grantor, together with Grantor's employees and agents, from and against any and all claims or causes of action asserted against Grantor as a result of the use or exercise by Ginn of any and all rights and privileges granted to Ginn herein, excluding, however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence or misconduct of Grantor, its agents or employees.

4. Relocation. In the event that during the installation of the Sewer Facilities the sewer lines are located outside the centerline of the Permanent Easement Area, Grantor agrees that it will not unreasonably withhold or condition its consent to a request by Ginn to modify the legal description of the Permanent Easement Area such that the sewer lines are centered down the middle of the fifteen (15) foot wide Permanent Easement Area.

5. Default, Self Help. In the event Grantor or Ginn fails to perform the maintenance or other work required by this Agreement or otherwise breaches the terms of this Agreement, the non-breaching party may notify the breaching party and shall specify the deficiencies or the breach. If such deficiencies are not corrected, or the breach not cured, within ten (10) days after receipt of such notice, then the non-breaching party shall have the right to correct such deficiencies or cure the breach, and recover all actual costs and expenses related thereto from the breaching party, including reasonable attorneys' fees. Notwithstanding the foregoing, in the event that the failure to perform in the manner required in this Agreement, or the breach of this Agreement, creates an imminent danger of danger to persons or properties, or jeopardizes the continuance of business operations on the property of the non-breaching party, no notice shall be required prior to the non-breaching party commencing such work or commencing a cure. Any monetary amounts due and payable to the non-breaching party pursuant to this Agreement shall be paid within ten (10) days from the date the breaching party is notified of the amounts due.

6. Successors and Assigns. Grantor hereby covenants with Ginn that it is lawfully seized and possessed of the Property and that it has good and lawful right to convey the easements covered by this Agreement, and that the said easements are free from all encumbrances. The easements contained herein shall run with title to and burden the Permanent Easement Area forever and be binding upon and be enforceable by the heirs, legal representatives, successors and assigns of Ginn-LA University Club Ltd., LLLP and the County of Richland for the Richland County Public Library and the successors-in-title of the County of Richland for the Richland County Public Library and subject to the following terms: (a) all obligations of Grantor hereunder shall be binding upon the County of Richland for the Richland County Public Library and its respective successors-in-title, provided the covenants and obligations herein are only personal to and enforceable against the County of Richland for the Richland County Public Library or its successors-in-title, as the case may be, owning title to the Property at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by the County of Richland for the Richland County Public Library or its successors-in-title, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance; and (b) all obligations of Ginn hereunder shall be binding upon Ginn-LA University Club Ltd., LLLP and its successors, assigns and legal representatives, provided the covenants and obligations herein are only personal to and enforceable only against Ginn-LA University Club Ltd., LLLP or its successor, assign or legal representative who has assumed and not conveyed to another the rights and obligations of Ginn under this Agreement at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the assignment by Ginn-LA University Club Ltd., LLLP, or any of its successors, assigns or legal

representatives of the rights and obligations under this Agreement, the assignor shall thereupon be released of any liability hereunder for any breach of this Agreement or claim arising under this Agreement accruing after the date of such assignment. By way of example, upon the assignment by Ginn-LA University Club Ltd., LLLP of its rights and obligations under this Agreement to Palmetto Utilities, Inc., or any other party, Ginn-LA University Club Ltd., LLLP shall be released from any liability hereunder for any breach of this Agreement or claim arising under this Agreement accruing after the date of such assignment. The easements contained herein are made in contemplation of commercial uses, and are of a commercial character, with respect to all parties, and are intended for the use and benefit of the lessees, tenants, licensees, customers and invitees of the respective parties and should a court of competent jurisdiction rule that the easements granted herein are merely easements in gross or licenses, the parties acknowledge and agree that the easements or licenses created herein are commercial in nature and therefore alienable.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and understanding between Ginn and Grantor relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

9. Time of Essence. Time is of the essence with respect to this Agreement.

10. Headings. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

11. Notices. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below.

Ginn: Ginn-LA University Club Ltd., LLLP
1 Hammock Beach Parkway
Palm Coast, Florida 32137
Attention: Financial Officer

Grantor: County of Richland
for Richland County Library

Attention: _____

Rejection or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address.

12. Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part thereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

13. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such counterparts shall together constitute one and the same instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Ginn and Grantor have caused this Agreement to be executed the day and year first above written.

Witnesses:

Print Name

Print Name

GINN:

GINN-LA UNIVERSITY CLUB LTD., LLLP, a Georgia limited liability limited partnership

By: Ginn-University Club GP, LLC, a Georgia limited liability company, its General Partner

By: _____

Name: _____

Title: _____

Witnesses:

Print Name

Print Name

GRANTOR:

**COUNTY OF RICHLAND
for the Richland County Public Library**

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ and authorized signatory of Ginn-University Club GP, LLC, the general partner of GINN-LA UNIVERSITY CLUB LTD., LLLP, a Georgia limited liability limited partnership (the "LLL"), and that he executed the foregoing instrument in such capacity on behalf of the general partner on behalf of LLLP.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2006.

(L.S.)

Notary Public for _____
My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ and authorized signatory of and for the County of Richland for the Richland County Library (the "County"), that he executed the foregoing instrument, and acknowledged to me that the same was the act of the County, and that he executed the same as the act of such County for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this ____ day of _____, 200_06.

(L.S.)

Notary Public for _____
My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

EXHIBIT "A"

PROPERTY

All that certain piece, parcel or lot of land, with any improvements thereon, containing approximately **0.45 ACRES**, situate, lying and being on the north side of McNulty Street, in the Town of Blythewood, County of Richland, State of South Carolina, and being bounded and measuring as follows: On the SOUTH by McNulty Street whereon it measures approximately 90 feet; on the WEST by other property now or formerly of Rimer and Smith whereon it measures approximately 210 feet; on the NORTH by property of Richland County Rural Recreation Commission whereon it measures approximately 90 feet; and on the EAST by property now or formerly of Reaves whereon it measures approximately 210 feet.

ALSO

All that certain piece, parcel or lot of land, with any improvements thereon, containing approximately **0.29 ACRES**, situate, lying and being on the north side of McNulty Street, in the Town of Blythewood, County of Richland, State of South Carolina, and being bounded and measuring as follows: On the SOUTH by McNulty Street whereon it fronts and measures approximately 60 feet; on the WEST by other property now or formerly of Rimer and Smith whereon it measures approximately 210 feet; on the NORTH by property of Richland County Rural Recreation Commission whereon it measures approximately 60 feet; and on the EAST by property now or formerly of Rimer and Smith whereon it measures approximately 210 feet.

ALSO

All that certain piece, parcel or lot of land, with any improvements thereon, containing approximately **1.16 ACRES, more or less**, situate, lying and being on the northern side of McNulty Street, in the Town of Blythewood, County of Richland, State of South Carolina, and having the following boundaries and approximate measurements: On the SOUTH by McNulty Street whereon it fronts and measures approximately 240 feet; on the WEST by property now or formerly of Bethel Baptist Church whereon it measures approximately 215 feet; on the NORTH by property of Richland County Rural Recreation Commission whereon it measures approximately 235 feet; and on the EAST by property now or formerly of Rimer and Smith whereon it measures approximately 210 feet.

This being the same property conveyed to Richland County for the Richland County Public Library by deed of Felix Martin Rimer, Jr., and Nancy R. Smith, dated January 10, 1991 and recorded in Deed Book D-1014 at page 419.

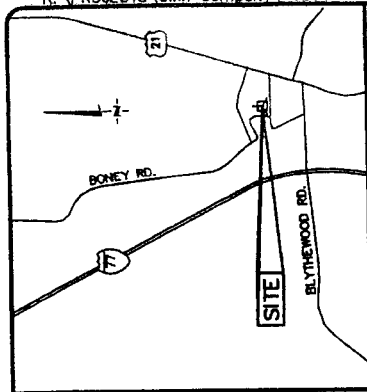
TMS No. 15209-01-04

EXHIBIT "B"

EASEMENT AREA LEGAL DESCRIPTION
of the Centerline of a 15' Wide Sewer Easement

Commencing at a one (1") inch iron pipe at the northeast corner of the property of the Richland County Public Library - Blythewood Branch; thence with the common line of said library and lands of the Richland County Recreation Commission, South 88°50'29" West, a distance of 7.50 feet to a point on the center line of a 15 foot permanent easement and the POINT OF BEGINNING; thence over the lands of said library, South 01°29'43" East, a distance of 199.28 feet to a point on the northerly margin of the right-of-way of McNulty Street and the POINT OF ENDING, said point being approximately 826.2 feet from the intersection of the northerly margin of the right-of-way of McNulty Street and the westerly margin of the right-of-way of U. S. Highway #21.

Being more particularly designated on the attached sketch of a portion of Richland County TMS No. 15209-01-04.



LOCATION MAP

GRAPHIC SCALE



1 inch = 50 ft.

N/F
RECREATION COMMISSION OF RICHLAND COUNTY
5819 SHAKESPEARE ROAD
PLAT BOOK: X, PAGE 4916
TMS #15209-01-02

1" IRON PIPE
S 89°57'29" W 235.00'
30' PALMETTO UTILITIES, INC.
TEMPORARY CONSTRUCTION EASEMENT (TYP.)

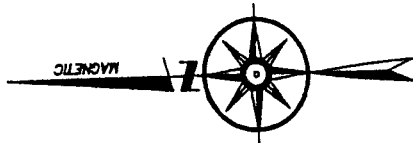
N/F
RICHLAND COUNTY PUBLIC LIBRARY
DEED BOOK: D1014, PAGE 419
TMS #15209-01-04

N/F
BOBBIE JEAN LUCAS
DEED: R0003, PG 239
TMS #15209-01-03

15' PALMETTO UTILITIES, INC.
FORCE MAIN MAINTENANCE EASEMENT
(7.5' O.C. W/ PIPE) (TYPICAL)

LEGEND

PROPERTY CORNER - ●



REFERENCES

1. PLAT PREPARED FOR RHETT W. MITCHELL & RUTH B. WHITE BY WILLIAM WINGFIELD, DATED JAN. 29, 1985 AND RECORDED AT PLAT BOOK X, PAGE 4916.
2. PLAT PREPARED FOR JULIA A. POWE BY BENJAMIN WHEATSTONE, DATED JUNE 30, 1984 AND RECORDED AT PLAT BOOK Z, PAGE 9959.
3. PLAT PREPARED FOR ROSEMARY BRANSON BY COK AND DINKINS, INC. DATED AUGUST 24, 1993.
4. PLAT PREPARED FOR METIN SAKARCAN & GULIZ SAKARCAN BY HUSSEY, GAY, BELL & DEYOUNG, INC., DATED NOVEMBER 11, 1993 AND RECORDED AT PLAT BOOK 54, PAGE 9525.

N 80°16'31" E 819.2'
TO THE INTERSECTION OF US HWY. 21

MCNUITY STREET

DATE: OCTOBER 10, 2006
EASEMENT EXHIBIT
PREPARED FOR

PALMETTO UTILITIES, INC.
IN BLYTHEWOOD, RICHLAND COUNTY, SOUTH CAROLINA

1001 PRINCELE POINT DRIVE
SUITE 110
COLUMBIA, SC 29223
(803) 768-4581

Office Locations:
North Carolina
South Carolina
Georgia



TAXING SCALE
1"=50'
PROJECT NUMBER
4023305CA
FILE NAME
4023305E3

CADD

1	1
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