



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Bernice G. Scott
District 10

Joyce Dickerson
District 2

Norman Jackson, Chair
District 11

Val Hutchinson
District 9

Bill Malinowski
District 1

October 23, 2007
5:00 PM

Richland County Council Chambers
County Administration Building
2020 Hampton Street

Call to Order

Approval of Minutes

- A. September 25, 2007: Regular Meeting [Pages 3 – 5]

Adoption of Agenda

I. Items for Action

- A. Request from Aramark, LLC to permit soil and groundwater monitoring at Owens Downtown Airport [Pages 6 – 12]
- B. Request to accept a conservation easement from Mr. John Eleazer for 62 acres of property in Northwest Richland County [Pages 13 – 32]
- C. A resolution in support of the Central Midlands Council of Governments conducting a Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, in cooperation with the City of Columbia and other surrounding communities, as a means of sustaining the long-term viability of these installations and their military missions. [Pages 33 – 37]
- D. A resolution in support of the Midlands Area Joint Installations Consortium (MAJIC) [Pages 38 – 41]
- E. An ordinance amending the Richland County Code of Ordinances; [Pages 42 – 50]

Chapter 17, Motor Vehicles and Traffic; Article II. General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; So as to prohibit the parking of motor vehicles in the front yard in certain residential zoning districts

II. Items for Discussion / Information

- A. Report on the requirements associated with installing traffic signals on state-maintained roads
- B. Regulation of the number of unrelated occupants in single-family residences
- C. Notification requirements related to the subdivision of lots in existing residential neighborhoods
- D. Checklist for re-zoning requests
- E. Fire retardant building requirements
- F. Discussion of the number of bedrooms for a bed & breakfast
- G. Truth in zoning ordinance

Adjournment

Staffed by: Joe Cronin

**Richland County Council
Development and Services Committee
September 25, 2007
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: Norman Jackson
Member: Joyce Dickerson
Member: Valerie Hutchinson
Member: Bill Malinowski
Member: Bernice G. Scott

Others Present: Joseph McEachern, Paul Livingston, Damon Jeter, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Amelia Linder, Donny Phipps, Jennie Sherry-Linder, Tiaa Rutherford, Michael Criss, Geo Price, Teresa Smith, Sherry Wright-Moore, Andy Metts, Stephany Snowden, Jennifer Dowden, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 5:01 p.m.

APPROVAL OF MINUTES

July 24, 2007 (Regular Session) – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Hutchinson moved, seconded by Mr. Malinowski, to adopt the agenda as distributed.

ITEMS FOR ACTION

Proclamation to designate October as Community Planning Month in Richland County – Ms. Scott moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Revision of Area Master Plan Boundaries:

1. **Candlewood Master Plan**
2. **Crane Creek Master Plan**
3. **Trenholm Acres Master Plan**

Ms. Hutchinson 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.

Sanitary sewer main extension agreement for Kingston Village off-site gravity sewer (B&C Development Co., LLC) - Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote was in favor.

An ordinance amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; So as to prohibit the parking of motor vehicles in the front yard in certain residential zoning districts – A discussion took place.

Ms. Hutchinson moved, seconded by Ms. Dickerson, to defer this item until the October committee meeting. The vote in favor was unanimous.

Approval of the installation of an electric traffic signal at the intersection of Summit Ridge and Summit Parkway (FY08 Electric Traffic Signalization Program) – Ms. Hutchinson moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote was in favor.

ITEMS FOR DISCUSSION/INFORMATION

Sunday alcohol sales – Ms. Linder gave a brief update and stated that she was still gathering information regarding this item. Mr. Jeter requested an analysis of the financial impact upon the County of Sunday alcohol sales.

Local housing trust fund update – Ms. Wright-Moore gave a brief update regarding this item and that a regional meeting was tentatively scheduled for October 25th.

Demolition of manufactured and mobile homes built prior to 1976 – Mr. Phipps updated Council regarding the process of demolition of unsafe and derelict mobile homes.

Moratorium on new subdivisions with 50 or more lots – Mr. Malinowski moved, seconded by Ms. Dickerson, to hold a work session and roundtable discussion with all affected parties.

ADJOURNMENT

The meeting adjourned at approximately 5:55.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject: Access to County property located at the Owens Downtown Airport and Owens Field Park, collection of groundwater samples from existing monitoring wells, collection of soil and groundwater samples from new direct push technology (DPT) borings, and completion of two or three of those borings as additional monitoring wells, in accordance with work plans previously approved by the South Carolina Department of Health and Environmental Control (SCDHEC)

A. Purpose

County Council is requested to approve the installation of approximately fourteen (14) direct push technology borings for the purpose of collecting and analyzing soil and groundwater samples at the Owens Downtown Airport. Pending review of the groundwater laboratory results, two to three of the borings will be completed as 2-inch flush mounted monitoring wells. County Council is also requested to renew its previous approvals to access County property located at the Owens Downtown Airport and Owens Field Park for the purpose of continuing previously approved groundwater sampling activities of existing and new monitoring wells described herein.

B. Background/Discussion

Nesco Environmental, PLCC (Nesco), has been retained by The Wetlands Company, LLC, on behalf of ARAMARK Uniform & Career Apparel, LLC (ARAMARK) to coordinate the installation of approximately fourteen (14) direct push technology borings and completing two to three of those borings into groundwater monitoring wells at the Owens Downtown Airport property as requested by SCDHEC.

A subsurface release of dry cleaning chemicals (primarily perchloroethylene) occurred at some time in the past at the ARAMARK facility which is located to the north of Owens Downtown Airport. The release was stopped and is not an on-going event.

ARAMARK is responsible for investigation and remediation of the release which is proceeding with SCDHEC oversight and approval. ARAMARK has installed approximately forty monitoring wells in the area, including seven on the airport and park properties. Low levels of perchloroethylene have been detected in the samples associated with the monitoring wells on the airport and park properties.

SCDHEC requires ARAMARK to collect groundwater samples from the existing monitoring wells located at the airport and park properties. In addition, SCDHEC will now require the installation and sampling of new borings and wells and periodic future sampling of the same.

A right of entry agreement was approved by Council in May 2003 to allow ARAMARK access to the airport property for a period of three years to install and sample monitoring wells, and subsequent Council approvals for additional groundwater monitoring activities on the airport and park properties were approved in 2004 and 2006. This Request for Action

will renew the Council's previous approval of that work and approve new work now required by SCDHEC.

A representative of Nesco will meet with Mr. Jim Hamilton in reference to the location of the proposed monitoring wells to seek Mr. Hamilton's approval of the locations. In addition, the Engineering Division of Public Works will review the location maps provided by Nesco for Engineering Division approval. Please refer to the attached location map for the location of the proposed borings.

Monitoring wells will be installed in accordance with SCDHEC regulations and will be installed in a manner not to interfere with the current operations at the airport. In addition, Nesco will coordinate with Mr. Hamilton and Public Works on an acceptable schedule for installation of the monitoring wells.

Approval from the Federal Aviation Administration (FAA) will be obtained prior to construction the proposed wells.

C. Financial Impact

There is no financial impact for Richland County.

D. Alternatives

1. Approve the request to allow Nesco, as retained by The Wetlands Company, LLC, on behalf of ARAMARK, to install the new borings, collect soil and groundwater samples from these borings and install/sample the additional monitoring wells at the airport property, and to continue to access the airport and park properties to sample groundwater from existing and new monitoring wells.
2. Deny the request to complete the work detailed in Alternative (1) which could potentially violate a SCDHEC requirement.

E. Recommendation

It is recommended that County Council approve the request to allow Nesco, as retained by The Wetlands Company, LLC, on behalf of ARAMARK, to perform the work described in this Request for Action.

Recommended by: Amy Magee, ARAMARK LLC **Date:** October 2, 2007

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/12/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 10/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 10/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval, contingent upon approval by the airport manager and the Department of Public Works regarding the location of wells so as to ensure that there is no detrimental impact to airport infrastructure and/or operations.

KING & SPALDING

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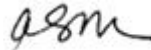
Direct Dial: 404-572-3357
Direct Fax: 404-572-5135
amagee@kslaw.com

MEMORANDUM

VIA EMAIL

TO: Joe Cronin

FROM: Amy Magee



DATE: October 2, 2007

RE: Council Request for Action for Environmental Monitoring on County Property

I enclose ARAMARK Uniform & Career Apparel, LLC's (ARAMARK) Request for Action, and Release, Hold Harmless and Indemnification Agreement relating to the planned environmental sampling. As explained in the attached documents, ARAMARK is performing the requested work in accordance with a work plan approved by the South Carolina Department of Health and Environmental Control.

We appreciate your processing this request so that it appears on the appropriate committee agenda for review and vote for the October meeting later this month. Please let me know if you have any questions regarding this information.

cc: Stephanie Walter, ARAMARK Uniform & Career Apparel, LLC
Stephen Jessee, The Wetlands Company, LLC

**STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)** **RELEASE, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT IS ENTERED INTO this ____ day _____, 2007, by and between Richland County, South Carolina (the County) and ARAMARK Uniform & Career Apparel, LLC. (ARAMARK), as follows:

FOR AND IN CONSIDERATION OF the following mutual promises and of the permission from the County to allow ARAMARK and its subcontractors to enter the premises of the Owens Downtown Airport located at 1400 Jim Hamilton Boulevard in Columbia, South Carolina for the purpose of delineating a release of perchloroethene originating from historical activities on the adjacent ARAMARK property by: 1) advancing 14 direct push technology (DPT) borings to obtain soil and groundwater samples, 2) constructing two or three additional monitoring wells from those borings, and 3) continuing to periodically sample new and existing groundwater monitoring wells; and to enter the premises of the Owens Field Park located at 1351 Jim Hamilton Boulevard in Columbia, South Carolina for the purpose of delineating a release of perchloroethene originating from historical activities on the adjacent ARAMARK property by: 1) continuing to periodically sample existing groundwater monitoring wells (collectively, the "Work"); all of which shall be permitted during a period of three (3) years from the date of the signing of this agreement, the sufficiency of which is hereby acknowledged. The location of all existing wells and proposed wells that are contemplated by this agreement are shown on a "Proposed DPT Sample Point Location Map", which is attached hereto as Exhibit A.

ARAMARK and its successors and assigns do hereby remise, release, acquit, and forever discharge Richland County, its employees, agents, successors, and assigns past, present, and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or indemnity of whatever nature, and all consequential damage caused by ARAMARK or its subcontractors in performing the Work, and further agree to hold harmless and indemnify the County for any and all losses, claims, suits, and other liability caused by ARAMARK or its subcontractors in performing the Work, except to the extent such losses, claims, suits, and other liability are caused by the County. The terms of this paragraph shall survive for three years from the date such Work is completed.

THE UNDERSIGNED FURTHER DECLARE and represent that no promise, inducement, or agreement except as herein expressed has been made to the undersigned and this release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

In the event that the South Carolina Department of Health and Environmental Control requires monitoring of groundwater wells for a period longer than three (3) years, ARAMARK must reapply for access.

The County, through its agent, and ARAMARK, through its authorized representative, have executed this Release, Hold Harmless, and Indemnification Agreement in duplicate on the date above written.

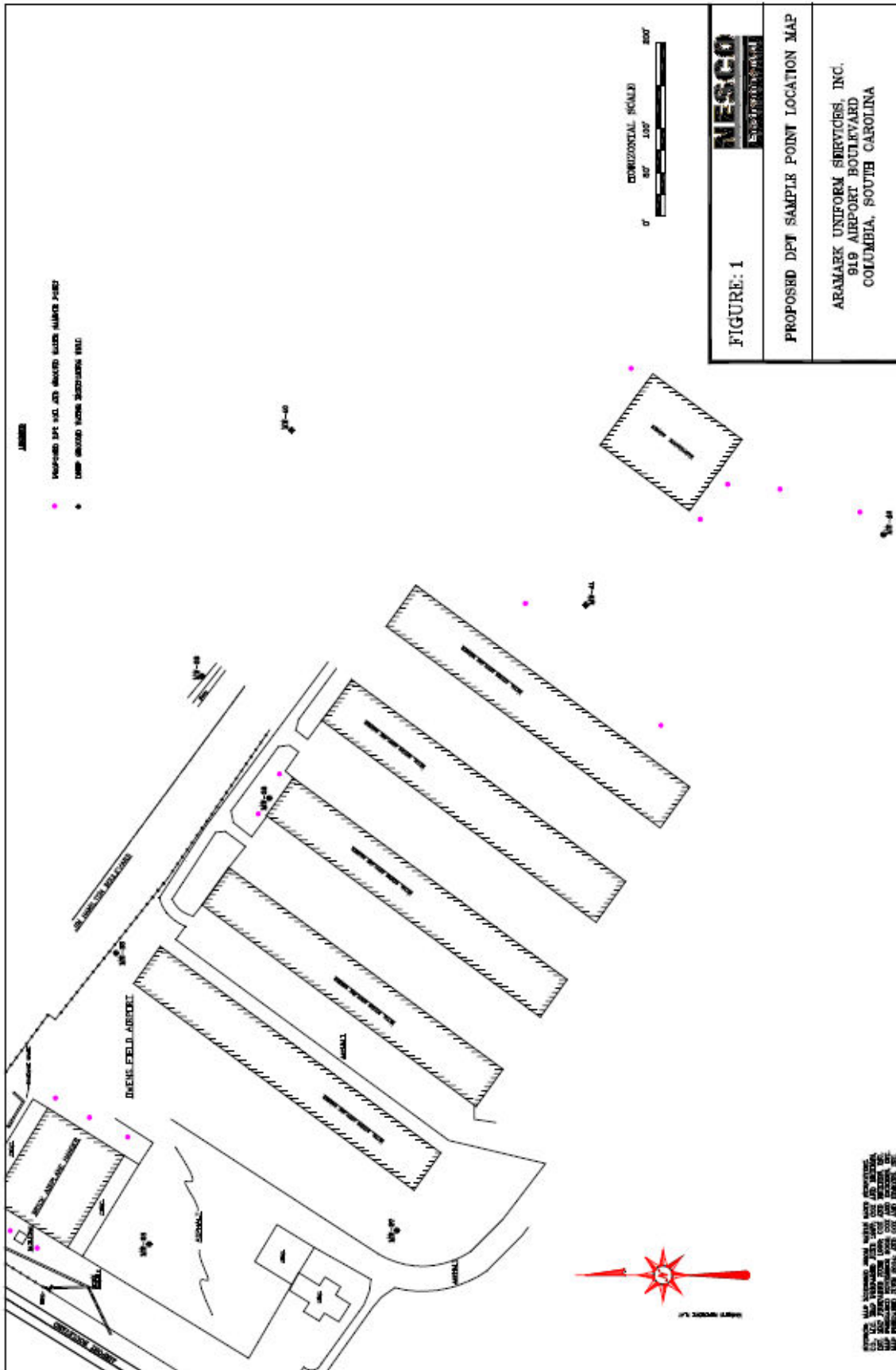
SIGNED AND SEALED
IN THE PRESENCE OF:

RICHLAND COUNTY

By: _____
J. Milton Pope
County Administrator

ARAMARK Uniform & Career Apparel, LLC

By: _____
Title: _____



Richland County Council Request of Action

Subject: Conservation Easement

A. Purpose

County council is requested by the Conservation Commission to accept a conservation easement in northwest Richland County on 62 acres of forestland to protect valuable natural resources, water quality, and preserve valuable green space along Hollingshed Creek.

B. Background / Discussion

John and Wendy Eleazer of 1101 Eleazer Road, have made a formal application to the Conservation Commission to help protect their valuable family farm, natural resources, and maintain the rural integrity of the landscape. This land has been in their family for several generations and is currently managed for forestland, wildlife, and scenic beauty. The property is a critical segment of the Hollingshed Creek Watershed that drains to the Broad River. The property faces huge development pressures to be converted to high density subdivisions. The property is located in County Council District #1 where extensive development has occurred. The Eleazer Family would like to contribute to a new conservation image for their community. We salute their donation and conservation values.

C. Financial Impact

The Conservation Commission unanimously voted to make this easement request to County Council with funding from the Commission budget for land conservation. The property was appraised over \$15,000 per acre and the Commission negotiated a fair compensation value of the easement at \$1,500 per acre which totals \$93,000. The landowner is donating 90% of the appraised value of which some may be captured by tax incentives. We consider this agreement to be fair and beneficial to both parties. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, permanent road buffers, floodplain protection, and preserving valuable green space.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

It is recommended that Council approve the request to accept this conservation easement on 62 acres owned by John and Wendy Eleazer.

Recommended by: <u>Maxey Love, Chair</u> <u>Jim Wilson, Program manager</u>	Department: <u>Conservation Commission</u> <u>Richland County</u>	Date: <u>10-1-2007</u>
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F. Reviews

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: <u>10/12/07</u>
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: <u>Funds are available in conservation fund.</u>	

Legal

Reviewed by: <u>Amelia Linder</u>	Date: <u>10/15/07</u>
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: <u>Tony McDonald</u>	Date: <u>10/15/07</u>
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	



To: Richland County Council

From: Richland Conservation Commission

Date: October 1, 2007

Subject: Conservation Easement Proposal

The Conservation Commission recommends accepting a conservation easement on 62 acres in Council District #1 on Eleazer Road requested by John and Wendy Eleazer.

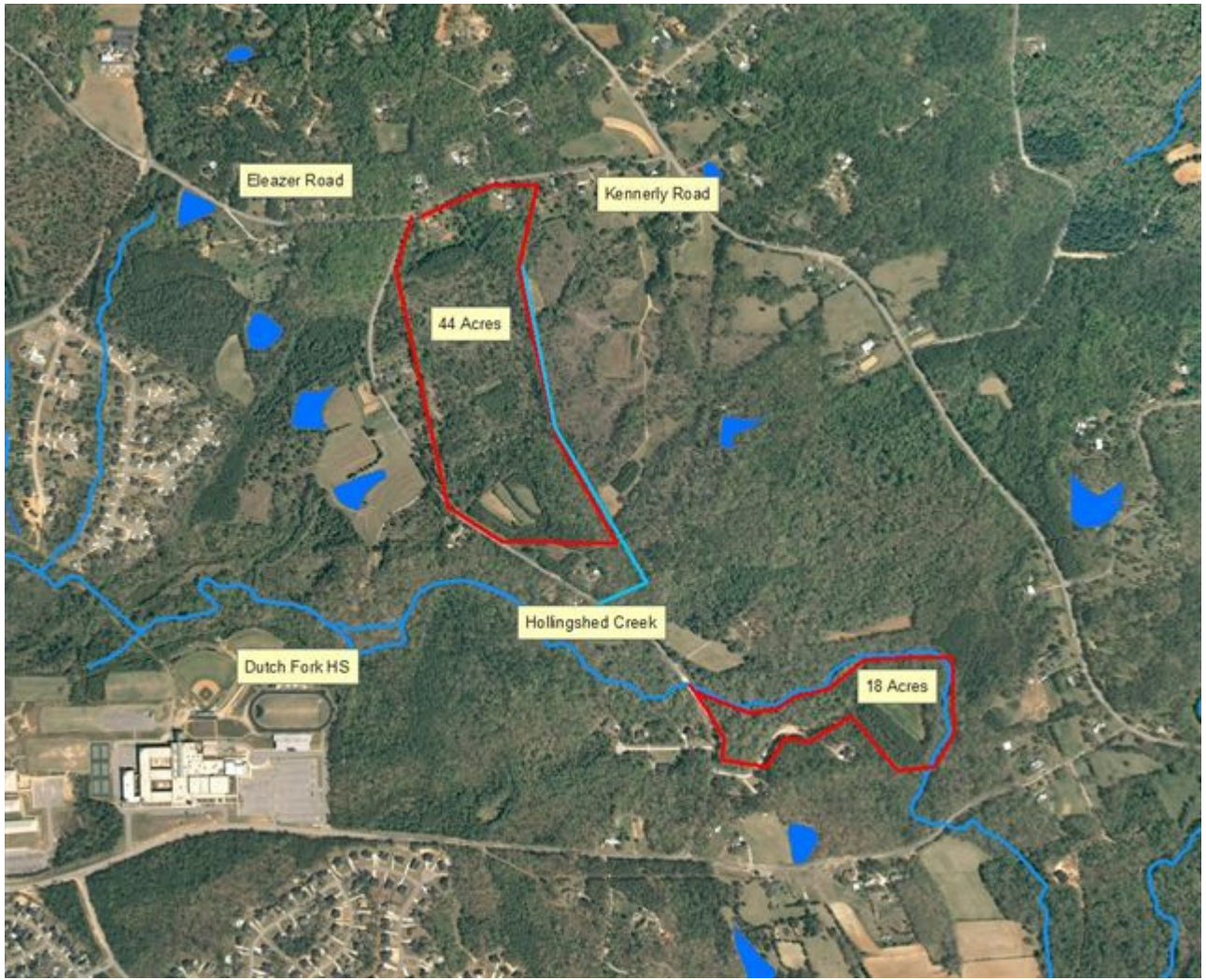
This volunteer easement is currently forested green space in a rapidly developing community that offers critical protection to Hollingshed Creek, floodplain , and wetlands. The landowner resides on the property representing several generations. The farm structures on the property are over 100 years old. The easement permits normal rural agriculture use and three future individual home sites for family members.

The property has been appraised over \$15,000 per acre and we have negotiated fair easement compensation at \$1,500 per acre which is available through the Conservation Commission. We feel this is a win-win situation with a sincere family who wants to protect our critical natural resources and promote better land use for their community.

We urge you to approve this proposal as presented.

Sincerely,

Maxey Love
Chairman









CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of December, 2007, by John Eleazer having an address 1101 Eleazer Road, Irmo, SC 29063, to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses which may be made of the Property.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community and the fact that the property is part of an original King's Grant made to the Grantor's family in the 1750's.
- . The preservation of water quality related to the provision of buffering from development Hollingshed Creek, a major tributary within the Broad River Watershed.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or historic resources of the Property are collectively referred to herein as the “conservation values” of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. Copies of the Baseline Report on file at the offices of the Grantee

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of _____ dollars and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

Richland County Tax Map Numbers 04300-03-22 and 04300-03-01 or more particularly described in Attachment A.

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of the nature and character described herein. Grantor will neither perform, nor knowingly allow other to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Statement of Purpose

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity which significantly impairs the conservation purpose of the Property shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and divide the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

4. Rights to Use Property for Traditional Purposes

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

5. Right to Privacy

Grantor customarily makes and intends to continue to make the property available for structure use by conservation and educational groups. Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

6. Right to Use the Property for Customary Rural Enterprises

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

7. Permission of Grantee

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

8. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property with the permission of the Grantee. Specifically permitted is the construction of a new work shed at the location indicated on the baseline report.

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – There may be three (3) new site built residential dwellings constructed on the Property, provided that no more than one-half acre of land shall be disturbed for this new construction. No trailers, mobile homes shall be permitted on the property. Modular homes are allowable provided that they are placed on a site built foundation. One such dwelling may be constructed on each of the newly created lots as indicated in Section 11 below and in the location as indicated in the Baseline Report.

F) Recreational Improvements – New recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

9. Maintenance and Improvement of Water Sources

Grantor maintains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage, agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with law. The construction of ponds and reservoirs shall be permitted with the permission of Grantee;

provided that one proposed new pond is specifically provided for at the location indicated in the attached baseline Report.

10. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

11. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create three (3) additional lots, not to exceed one half (1/2) acre each, to accomplish the construction of three new residential structures as allowed in section 8(e) above. The location of each lot is indicated on the Baseline and shall be provided access via unpaved roads in the following:

Lot Site #1, which shall be provided access through the adjoining property and not through the Main Tract as indicated on the baseline report;

Lot Site # 2, which may be accessed by a newly constructed unpaved road, the location of which is indicated in the baseline Report;

Lot Site # 3, which may be accessed by the road currently existing, the location of which is indicated in the attached baseline report.

Upon this subdivision, all provisions of this easement shall apply fully to each newly created lot. Further subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels without the permission of Grantee is prohibited

12. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for

agricultural purposes is prohibited. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

14. Forest Management

There shall be no harvesting of hardwoods on the property, unless done with permission of the grantee to managed or control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property,. The cutting, removal or harvesting of non-hardwood trees is acceptable if done in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

15. Mining

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads and barnyard areas indicated on the Baseline Report, which specifically includes right of ways existing at the time of execution for this document no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee. Unpaved roads providing access to the new home sites on the property are allowable as indicated in the Baseline Report and as outlined in Section 11.

17. Hazardous Waste

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.

18. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:

(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys’ fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

19. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

20. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation

Notwithstanding the foregoing, where Grantee in Grantee’s sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

- (a) Money damages, including damages for loss of the conservation values protected by this Easement; and
- (b) Restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys’ fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

21. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a “qualified organization” under Section 170(h) of the

Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

22. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

23. Amendment of Easement

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

24. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 24 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantor shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

26. Interpretation

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

27. Successors

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

28. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

29. Notices

Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:

To Grantor:

John Eleazer
1101 Eleazer Road
Irmo, SC 29063

To Grantee:

Director
Richland County Conservation Commission
P.O. Box 918
Columbia, SC 29201

30. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except and hereby promises to defend the same against all claims that any be made against it.

31. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

32. Subsequent Encumbrances

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.

33. Other Applicable Laws and Regulations

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

34. Grantor's Environmental Warranty

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

34. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

35. Acceptance

As approved by the Richland County Council and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:

John Eleazer

Accepted:

Witness:

Richland County Council

By _____

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this _____ day of _____, 2007, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

County of Richland)
State of South Carolina)

Acknowledgments

County of Richland)
State of South Carolina,

Personally appeared before me _____ on this _____ day of _____,
2007, and acknowledged that all material statements of fact in fact in the foregoing Deed of
Conservation Easement are true to the of his/her knowledge and belief, and that the execution of
said Deed is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

Notary Public
My commission expires:

(SEAL)

Richland County Council Request of Action

Subject: Adoption of resolution in support of the Central Midlands Council of Governments conducting a Joint Land Use Study (JLUS).

A. Purpose

Council is requested to adopt the attached resolution in support of the Central Midlands Council of Governments conducting a Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, in cooperation with Richland County, the City of Columbia, and other surrounding communities, as a means of sustaining the long-term viability of these installations and their military missions.

B. Background / Discussion

The three military installations within Richland County, Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, are important to the national defense and regional economy. These facilities are currently used by active and reserve components of the Army, Navy, Air Force, and Marines, and are recognized as three of Richland County's most important employers.

However, rapid population growth and land development in the region is encroaching on the perimeters of these installations, leading to increasing land use conflicts from the noise impacts of aircraft and weapons firing, hazards of live ammunition, nighttime training operations, and military convoys, and the loss of wildlife habitat needed to supplement endangered species protection required on military property. Such encroachment and land use conflicts threaten the military training value of these installations during the next round of Base Realignment and Closure (BRAC) Commission review.

The Central Midlands Council of Governments has offered to conduct a Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base in cooperation with Richland County, the City of Columbia, and other surrounding communities, using United States Department of Defense funding matched by Richland County and the City of Columbia. The Joint Land Use Study (JLUS) is a means of sustaining the long-term viability of these installations by planning for community land use and development compatible with their military missions. The study's recommendations will suggest implementation tools to ensure that compatible land use and development will occur within noise zones, accident zones, and/or buffer zones located within the County's jurisdiction.

C. Financial Impact

Richland County's share of the required matching funds is \$10,000.

D. Alternatives

1. Adopt the attached resolution in support of the Central Midlands Council of Governments conducting a Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, in cooperation with Richland County, the City of Columbia, and other surrounding communities, as a means of sustaining the long-term viability of these installations and their military missions.
2. Deny the attached resolution and decline participation in the proposed Joint Land Use Study (JLUS).

E. Recommendation

It is recommended that County Council adopt the attached resolution in support of the Central Midlands Council of Governments conducting a Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, in cooperation with Richland County, the City of Columbia, and other surrounding communities, as a means of sustaining the long-term viability of these installations and their military missions.

Recommended by: Michael P. Criss, AICP **Dept.:** Planning and Development **Date:** 10/8/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/12/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available in the Grant Match account as stated. It is estimated that there is \$100,000 that will not be used in this account for FY08 due to grants that were requested but not received and is available for appropriation for other uses. However approval of the requested funding would not be considered a grant match but an additional funding for Central Midlands Council of Governments and would require a budget amendment. The funding set aside in the grant match account is designated for the match portion of internal grants received by the County.

Legal

Reviewed by: Amelia Linder

Date: 10/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council. In addition, I concur with the recommendations of the Finance Director.

Administration

Reviewed by: Tony McDonald

Date: 10/17/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Matching funds in the amount of \$10,000 are available in the Grant Match budget.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

A RESOLUTION IN SUPPORT OF THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS CONDUCTING A JOINT LAND USE STUDY (JLUS) OF FORT JACKSON, MCCRADY TRAINING CENTER AND MCENTIRE JOINT NATIONAL GUARD BASE, IN COOPERATION WITH RICHLAND COUNTY, THE CITY OF COLUMBIA, AND OTHER SURROUNDING COMMUNITIES, AS A MEANS OF SUSTAINING THE LONG-TERM VIABILITY OF THESE INSTALLATIONS AND THEIR MILITARY MISSIONS

WHEREAS, Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base are important to the national defense and regional economy, and are recognized as three of Richland County’s most important employers; and

WHEREAS, Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base are subject to the next round of Base Realignment and Closure (BRAC) Commission review; and

WHEREAS, the Central Midlands Council of Governments is ready, willing, and able to conduct a federally-funded Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base in cooperation with Richland County, the City of Columbia, and other surrounding communities; and

WHEREAS, a Joint Land Use Study (JLUS) is a means of sustaining the long-term viability of these installations by planning for community land use and development compatible with their military missions; and

WHEREAS, the County’s responsibility to protect the public health, safety, and welfare of its citizens is the basis for its participation in a Joint Land Use Study (JLUS), along with follow-on implementation of appropriate measures to assure compatible land use and development around these installations; and

WHEREAS, the County agrees in principle with the concept of a Joint Land Use Study (JLUS), and pledges its support and participation in the process; and

WHEREAS, the County agrees that the Central Midlands Council of Governments should act of behalf of the County as the sponsor (grantee) of the Joint Land Use Study (JLUS); and

WHEREAS, the County agrees to commit to \$10,000 in matching funds to support the Joint Land Use Study (JLUS) effort; and

WHEREAS, the County makes a good faith commitment to implement appropriate recommendations to ensure that only compatible land use and development will occur within noise zones, accident zones, and/or buffer zones located within the County's jurisdiction.

NOW, THEREFORE, BE IT PROCLAIMED that the Richland County Council supports the Joint Land Use Study (JLUS) given the reasons herein discussed; and be it

FURTHER RESOLVED AND RECOMMENDED that the Central Midlands Council of Governments will receive sufficient support from the County both in preparing and conducting the Joint Land Use Study (JLUS), in order to sustain the long-term viability of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base within Richland County.

SIGNED AND SEALED this ____ day of _____, 2007, having been duly adopted by the Richland County Council on the ____ day of October, 2007.

Joseph McEachern, Chair
Richland County Council

ATTEST this ____ day of _____, 2007

Michielle R. Cannon-Finch
Clerk of Council

Richland County Council Request of Action

Subject: Adoption of resolution in support of the Midlands Area Joint Installations Consortium (MAJIC).

A. Purpose

Council is requested to adopt the attached resolution in support of the Midlands Area Joint Installations Consortium (MAJIC) and its collaborative efforts to secure regional cooperation and funding for land use planning, development regulation, and environmental conservation that sustain the military missions of Fort Jackson, McCrady Training Center, McEntire Joint National Guard Base, Shaw Air Force Base, and Poinsett Range.

B. Background / Discussion

Among the five military installations within the Midlands region of South Carolina (Fort Jackson, McCrady Training Center, McEntire Joint National Guard Base, Shaw Air Force Base, and Poinsett Range), the Base Realignment and Closure (BRAC) Commission's 2005 decisions resulted in a total of 1,858 newly-assigned personnel. These facilities are currently used by active and reserve components of the Army, Navy, Air Force, and Marines, and are important to the national defense and regional economy.

However, rapid population growth and land development in the region is encroaching on the perimeters of these installations, leading to increasing land use conflicts from the noise impacts of aircraft and weapons firing, hazards of live ammunition, nighttime training operations, and military convoys, and the loss of wildlife habitat needed to supplement endangered species protection required on military property. Such encroachment and land use conflicts threaten the military training value of these installations during the next round of BRAC.

Since the summer of 2006, representatives of the five military installations have voluntarily joined together with governmental and conservation partners as the Midlands Area Joint Installations Consortium (MAJIC), to promote land use planning, development regulation, and environmental conservation that achieve land use and development compatible with sustaining their military missions. The non-military partners include, but are not limited to, Richland County, the City of Columbia, the City of Sumter, Sumter County, Kershaw County, the Central Midlands Council of Governments, the Santee-Lynches Regional Council of Governments, the South Carolina Department of Health and Environmental Control, the South Carolina Department of Natural Resources, the South Carolina Department of Commerce, the Congaree Land Trust, and the Conservation Fund.

The Midlands Area Joint Installations Consortium (MAJIC) has the opportunity to help its collaborating partners seek funding from the United States Department of Defense for Joint Land Use Studies and Joint Compatible Use Buffers, which will require the formal support of the affected local governments.

C. Financial Impact

There is no direct financial impact to Richland County from this resolution.

D. Alternatives

1. Adopt the attached resolution in support of the Midlands Area Joint Installations Consortium (MAJIC) and its collaborative efforts to secure regional cooperation and funding for land use planning, development regulation, and environmental conservation that sustain the military missions of Fort Jackson, McCrady Training Center, McEntire Joint National Guard Base, Shaw Air Force Base, and Poinsett Range.
2. Deny the attached resolution and forego the opportunity to formally support the work of the Midlands Area Joint Installations Consortium (MAJIC) and to seek federal funding for Joint Land Use Studies and Joint Compatible Use Buffers.

E. Recommendation

It is recommended that County Council adopt the attached resolution in support of the Midlands Area Joint Installations Consortium (MAJIC) and its collaborative efforts to secure regional cooperation and funding for land use planning, development regulation, and environmental conservation that sustain the military missions of Fort Jackson, McCrady Training Center, McEntire Joint National Guard Base, Shaw Air Force Base, and Poinsett Range.

Recommended by: Michael P. Criss, AICP **Dept.:** Planning & Development **Date:** 10/8/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/12/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Based on there being no financial impact as stated in section c.

Legal

Reviewed by: Amelia Linder

Date: 10/15/07

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 10/17/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)**

A RESOLUTION

A RESOLUTION IN SUPPORT OF THE MIDLANDS AREA JOINT INSTALLATIONS CONSORTIUM (MAJIC)

WHEREAS, among the five military installations within the Midlands region of South Carolina (Fort Jackson, McCrady Training Center, McEntire Joint National Guard Base, Shaw Air Force Base, and Poinsett Range), the Base Realignment and Closure (BRAC) Commission’s 2005 decisions resulted in a total of 1,858 newly-assigned personnel; and

WHEREAS, active and reserve components of the Army, Navy, Air Force, and Marines currently use these facilities; and

WHEREAS, sustaining the military missions of these installations through the next round of BRAC is important to the national defense and regional economy; and

WHEREAS, rapid population growth and land development in the region is encroaching on the perimeters of these installations, leading to increasing land use conflicts from the noise impacts of aircraft and weapons firing, hazards of live ammunition, nighttime training operations, and military convoys, and the loss of wildlife habitat needed to supplement endangered species protection required on military property; and

WHEREAS, such encroachment and land use conflicts threaten the military training value of these installations during the next round of BRAC; and

WHEREAS, representatives of the five military installations have voluntarily joined together with governmental and conservation partners as the Midlands Area Joint Installations Consortium (MAJIC), to promote land use planning, development regulation, and environmental conservation that achieve land use and development compatible with sustaining their military missions; and

WHEREAS, the Midlands Area Joint Installations Consortium (MAJIC) has the opportunity to help its collaborating partners seek federal funding for Joint Land Use Studies and Joint Compatible Use Buffers; and

WHEREAS, Richland County is home to Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base.

NOW, THEREFORE, BE IT PROCLAIMED that the Richland County Council does hereby declare its support for the Midlands Area Joint Installations Consortium (MAJIC) and its collaborative efforts to secure regional cooperation and funding for land use planning, development regulation, and environmental conservation that sustain the military missions of Fort Jackson,

McCrary Training Center, McEntire Joint National Guard Base, Shaw Air Force Base, and Poinsett Range.

SIGNED AND SEALED this ____ day of _____, 2007, having been duly adopted by the Richland County Council on the ____ day of October, 2007.

Joseph McEachern, Chair
Richland County Council

ATTEST this ____ day of
_____, 2007

Michielle R. Cannon-Finch
Clerk of Council

Richland County Council Request of Action

Subject: Parking Ordinance Amendment

A. Purpose

Council is asked to amend Chapter 17 of the Richland County Code of Ordinances to prohibit the parking of vehicles in the front yard of any property zoned RS-LD, RS-MD, or RS-HD. This subsection is not intended to prohibit the temporary parking of a motor vehicle upon a driveway.

B. Background/Discussion

During the Council meeting of June 6, 2006, Councilman Mike Montgomery made a motion to consider the prohibition of parking in front yards in residential areas in unincorporated Richland County.

Legal staff developed an amendment to the existing parking ordinance and the request was considered by the D&S Committee on June 27, 2006. The D&S Committee reviewed the ordinance and referred it to the full council without recommendation. Council gave first reading to the amended ordinance on July 11, 2006. The ordinance was deferred during second reading on July 18, 2006, and was ultimately tabled on July 25, 2006.

During the council meeting on April 17, 2007, Mr. Montgomery made a request to remove the ordinance from the table and send it back to the D&S Committee. On May 22, 2007, the D&S Committee again considered the ordinance. The committee voted unanimously to deny the request, and no further action was taken.

During the council meeting on September 11, 2007, Mr. Montgomery again forwarded the parking ordinance to the D&S Committee for consideration. This request was deferred by the D&S Committee during the meeting of September 25, 2007, and is now back before the committee for consideration.

If adopted, the amended ordinance currently before council will prohibit the parking of any motor vehicle, including, but not limited to, automobiles, trucks, vans, buses, motorcycles, all-terrain or similar off-road vehicles, recreational vehicles, motor homes, campers or camping trailers, trailers, boats, and jet skis within the front yard of any property zoned RS-LD, RS-MD, or RS-HD. Provided, however, the amendment is not intended to prohibit the temporary parking of a motor vehicle upon a driveway.

For the purpose of enforcing the ordinance, the ordinance also outlines definitions for the following terms:

- Driveway
- Primary front yard

- Secondary front yard
- Street-facing façade of the principal building

C. Financial Impact

There will be a financial impact associated with this request due to increased enforcement requirements. A dollar amount has not been determined at this point.

D. Alternatives

1. Approve the amendment to the ordinance prohibiting the parking of motor vehicles in the front yard of any property zoned RS-LD, RS-MD, or RS-HD, excluding temporary parking on driveways.
2. Do not approve the amendment to the ordinance prohibiting the parking of motor vehicles in the front yard of any property zoned RS-LD, RS-MD, or RS-HD, excluding temporary parking on driveways.

E. Recommendation

This request was made by council motion, and is therefore at the discretion of County Council.

Recommended by: Council Motion **Date:** September 11, 2007

F. Reviews

Planning

Reviewed by: Geonard H. Price Date: 5/18/07
 Recommend Council approval ✓ Recommend Council denial
 Comments regarding recommendation: I would like clarity on a couple of issues.

The language seems to indicate that any parking in the front yard, except for temporary parking, is prohibited (17-10 (e) and 17-10 (e) (2)) in a residentially zoned district. The definition of temporary parking seems to require that the vehicle leave and return approximately once a day. Therefore, if a licensed vehicle is parked for more than week, it would be in violation of this section.

Also, section 26-173 (f) (1) and (2) of the Land Development Code, prohibits the parking of recreational vehicles, boats and travel trailers in front of the principal structure on a residentially zoned lot. Therefore, there would be dual enforcement of these types of vehicles regarding parking in the front yard.

Finance

Reviewed by: Daniel Driggers Date: 9/14/07
 Recommend Council approval Recommend Council denial

Comments regarding recommendation: This is left to Council discretion.

Legal

Reviewed by: Amelia Linder

Date: 9/14/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This amendment conflicts with existing language found in Chapter 26 at Section 26-173 (f); therefore, if it is Council's desire to approve this request, I recommend also amending Section 26-173 (f). Both sections [Section 26-173 (f) and Section 17-10] should be consistent in order to avoid potential confusion. It should also be noted that Council Rule 5.2 states, inter alia, "If an ordinance does not receive the three (3) readings required within a twelve-month period, it is dead. If the ordinance is reintroduced after the twelve-month period, it must be submitted to the three reading process." Therefore, if approved, the attached ordinance would be "starting over" with a pending first reading.

Administration

Reviewed by: Tony McDonald

Date: 9/14/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision and, therefore, left to the discretion of the Council; however, the Council needs to be aware of ambiguities and/or conflicts with existing ordinances. The Legal and Planning Departments will brief the D & S Committee on these issues at Tuesday's meeting.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-10, PARKING IN RESIDENTIAL ZONES OF THE COUNTY; SO AS TO PROHIBIT THE PARKING OF MOTOR VEHICLES IN THE FRONT YARD IN CERTAIN RESIDENTIAL ZONING DISTRICTS.

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 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; is hereby amended to read as follows:

Section 17-10. Parking in residential zones of the county.

a. It shall be unlawful for a truck tractor, a semi-trailer having more than two (2) axles, or a trailer having more than two (2) axles to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended. For the purpose of this paragraph, the following definitions shall apply:

1. *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and the load so drawn.
2. *Semi-trailer* means every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.
3. *Trailer* means every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

b. It shall be unlawful for an automobile, motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid licenses to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

c. All motor vehicles and/or trailers without a valid state issued license plate permitting operation on public roads and highways, which are stored, parked, or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district, are required to be kept in a garage, carport, or protected from the elements by a fitted cover; provided, however, in the case of a vehicle protected from the elements by a cover, such covered vehicle shall not be visible from the public right-of-way. Licensed automobile dealerships, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

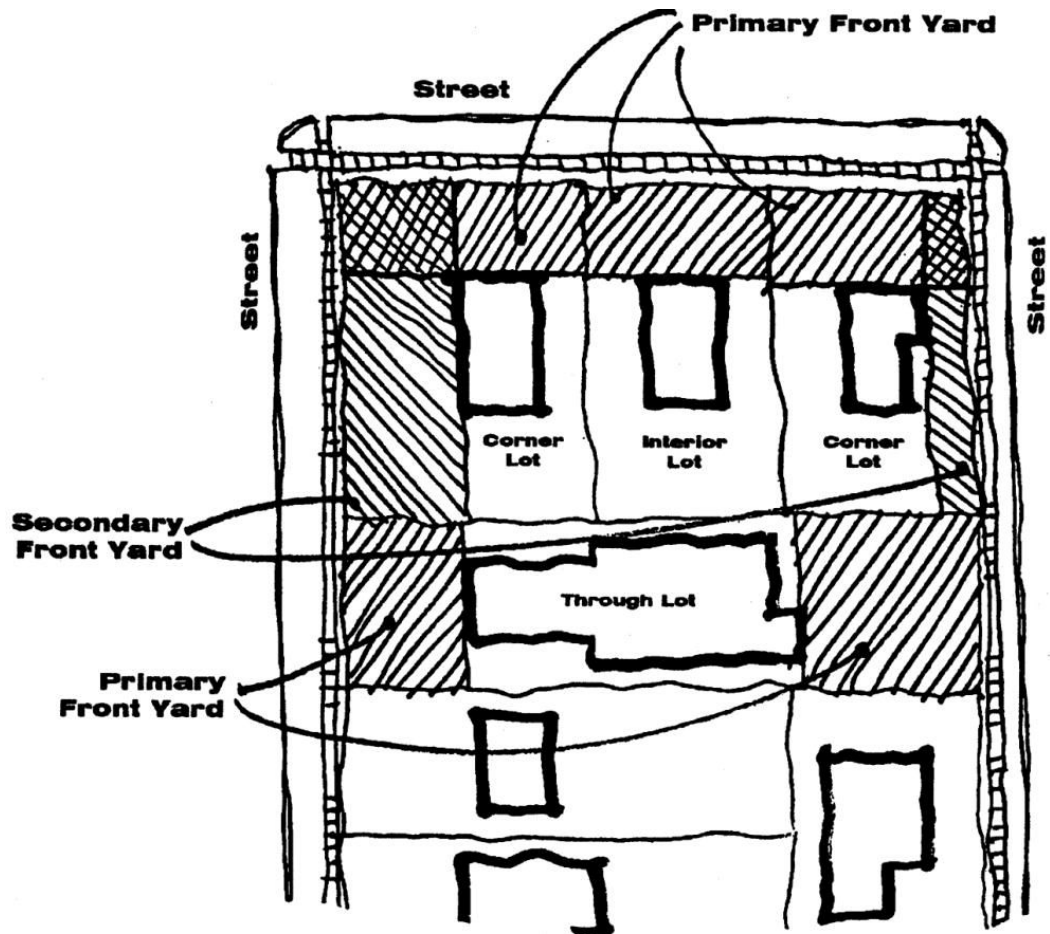
d. Any motor vehicle and/or trailer that is not capable of operating in accordance with South Carolina law and/or capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential zoning district in the unincorporated areas of the county (except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district) for more than a single period of thirty (30) consecutive days during any calendar year unless it is kept in an enclosed garage, in a carport attached to the residence, or protected from the elements by a fitted cover; provided, however, in the case of a vehicle protected from the elements by a cover, such vehicle shall not be visible from the public right-of-way.

e. Parking within the front yard of any property zoned RS-LD, RS-MD, or RS-HD is prohibited.

1. Definitions. For purposes of this subsection only, the following words and phrases shall have the following meaning:

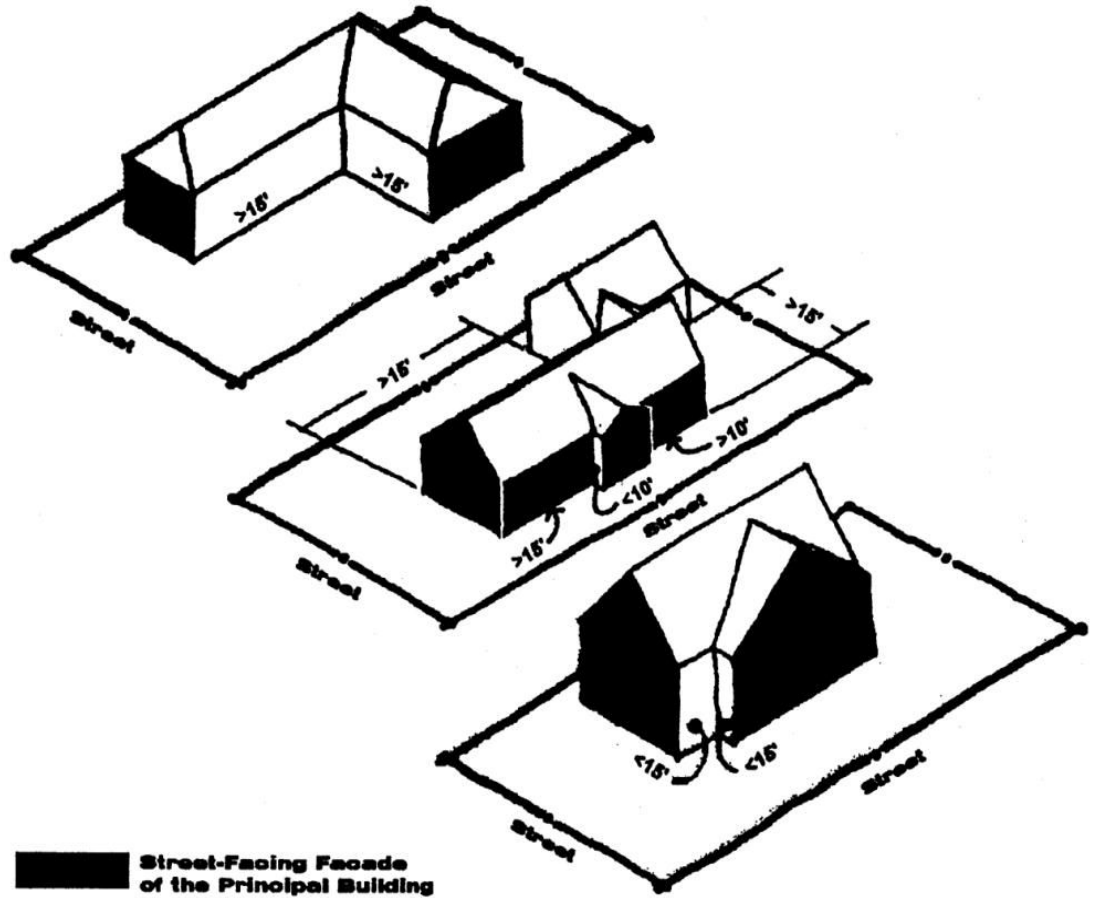
Driveway means an area improved in accordance with paragraph 3, below, leading from a street or alley to a parking space.

Primary front yard means that area between the street-facing facade of the principal building, the front lot line, and either both side lot lines (for interior lots and through lots) or a side lot line and the secondary front lot line (for corner lots). See graphic figure below:



Secondary front yard means that area between the street-facing facade of the principal building, the secondary front lot line, the front lot line, and the rear lot line. See graphic figure above.

Street-facing facade of the principal building means any facade of the principal building which approximately parallels a street lot line(s), exceeds ten feet in length, and is located within 15 feet of that portion of, or is, the facade of the principal building closest to the corresponding street lot line. See graphic example below:



Temporary parking means that the vehicle leaves from and returns to the property approximately once per business day in conjunction with a trip, visit, errand, or other similar reason.

2. No person shall park a motor vehicle of any description, including, but not limited to, automobiles, trucks, vans, buses, motorcycles, all-terrain or similar off-road vehicles, recreational vehicles, motor homes, campers or camping trailers, trailers, boats, and jet skis within the front yard of any property zoned RS-LD, RS-MD, or RS-HD. Provided, however, this subsection is not intended to prohibit the temporary parking of a motor vehicle upon a driveway.

3. Driveways shall be paved with asphalt, brick, concrete, or covered with pervious material such as crushed stone, gravel, or mulch.

4. Where the driveway is covered with a pervious material, such material shall be confined to the driveway with a device expressly designed for such purposes including but not limited to bricks, railroad ties, and plastic/PVC landscaping borders. The pervious material shall be renewed or replaced as reasonably necessary to maintain a neat and orderly appearance.

e. f. Penalties: Unless otherwise prescribed by law, any owner and/or operator of a motor vehicle and/or trailer violating the provisions of this Section shall be deemed guilty of a misdemeanor. In addition, any owner and/or occupant of the residential property on which a motor vehicle and/or trailer is parked in violation of this Section shall be deemed guilty of a misdemeanor.

f. g. Administration and enforcement: The sheriff of the county shall be authorized to enforce the provisions of this Section, and may engage a towing service to remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE _____ 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: