



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Jim Manning	Valerie Hutchinson	Gwendolyn Kennedy (Chair)	Bill Malinowski	Seth Rose
District 8	District 9	District 7	District 1	District 5

**NOVEMBER 27, 2012
5:00 PM**

2020 Hampton Street

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: October 23, 2012 [PAGES 3-6]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Council District Limits Centered on County Maintained Roads [PAGES 7-31]
3. Interstate Interchange Lighting [PAGES 32-38]
4. Road Right of Way and Acceptance Policy Re: Prescriptive Easements and Unaccepted Paved Roads

[PAGES 39-48]

5. Ordinance Amendment: Parking in Residential Zones **[PAGES 49-57]**

6. Sediment Removal Project – Forest Lake **[PAGES 58-69]**

7. Donation of Conservation Easement: Spring Valley Subdivision Entrance **[PAGES 70-85]**

ADJOURNMENT



Richland County Council Request of Action

Subject

Regular Session: October 23, 2012 [PAGES 3-6]

Reviews

MINUTES OF



**RICHLAND COUNTY COUNCIL
DEVELOPMENT AND SERVICES COMMITTEE
TUESDAY, OCTOBER 23, 2012
5:00 P.M.**

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

=====

MEMBERS PRESENT

Chair: Gwendolyn Davis Kennedy
Member: Valerie Hutchinson
Member: Bill Malinowski
Member: Jim Manning

Absent: Seth Rose

ALSO PRESENT: Greg Pearce, Norman Jackson, Joyce Dickerson, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Amelia Linder, Tracy Hegler, David Hoops, Daniel Driggers, John Hixon, Sara Salley, Stephany Snowden, Elizabeth McLean, Andy Metts, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting started at approximately 5:07 p.m.

APPROVAL OF MINUTES

September 25, 2012 (Regular Session) – Ms. Hutchinson moved, seconded by Mr. Manning, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve the agenda as submitted. The vote in favor was unanimous.

ITEMS FOR ACTION

Delete Review Fees for Family Property – Mr. Manning moved, seconded by Ms. Hutchinson, to approve the amendment to Section 26-224, and delete the requirement of review fees retroactive to November 15, 2011. A discussion took place.

The vote in favor was unanimous.

Develop a Master Plan for the Olympia Neighborhood – Mr. Malinowski moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation to table. A discussion took place.

The vote in favor was unanimous.

Council Members to Review the Comprehensive Plan's Current and Future Land Use Maps – Mr. Malinowski moved, seconded by Mr. Manning, to receive this item as information and if Council members desire to review the maps in their districts to meet with Planning staff. In addition, the Comprehensive Plan will be discussed during the 2013 Annual Retreat. A discussion took place.

The vote in favor was unanimous.

Water Line Installation on Larger Street – Ms. Kennedy moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation to approve the request to direct staff to investigate the feasibility and cost of constructing a water line along Larger Street. A discussion took place.

The vote in favor was unanimous.

Broad River Sewer Monthly User Fee – Mr. Malinowski moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation to table. Additionally, a recommendation was made that by the first of the year, staff provide information regarding the feasibility of metering sewer in unincorporated Richland County in the future and to direct staff to review other similar roads in the County.

The vote in favor was unanimous.

Quit Claim Unopened Road off Skyland Drive – Mr. Malinowski moved, seconded by Mr. Manning, to forward this item to Council with a recommendation to approve the request to quitclaim this “proposed road” back to the Robinson family as requested. The vote in favor was unanimous.

Power Line Easement to SCE&G (218 McNulty Street—RCPL) – Ms. Hutchinson moved, seconded by Mr. Manning, to forward this item to Council with a recommendation to approve the power line easement to SCE&G, per the request of the Richland County Public Library, contingent upon clarifying the easement location and language, in addition to possibility of compensation. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 5:40 p.m.

Submitted by,

Gwendolyn Davis Kennedy, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Council District Limits Centered on County Maintained Roads **[PAGES 7-31]**

Reviews

Richland County Council Request of Action

Subject: Council District Limits Centered on County Maintained Roads

A. Purpose

Establish policy for County Maintained roads located in multiple Council Districts.

B. Background / Discussion

Due to recent redistricting, Public Works is preparing to reorganize and update the County roads spread sheets that are utilized to prioritize paving projects. It has come to our attention that some of the new district limits, based upon redistricting, now fall on the centerline of County maintained roads. If we explicitly follow the district lines, portions of some roads, split along the centerline, will fall in more than one district. This could cause difficulties when allocating funds for future projects, as priorities could differ in the adjacent districts, placing the portion of the road in one district on a project but the portion in the adjacent district not being prioritized high enough to be included in the project.

C. Legislative/Chronological History

In July 2012, the D&S Committee kept this item in Committee. Council members were to discuss any issues they may have prior to the September Committee meeting and come up with possible solutions regarding this item.

On September 10, 2012, staff from Public Works provided memos to Administration highlighting County maintained paved and dirt roads that are impacted by redistricting. (Memo attached.)

At the September 2012 D&S Committee meeting, this item was deferred to the November 2012 meeting.

D. Financial Impact

None

E. Alternatives

1. Place any roads split by Council Districts in the district containing the majority of the road.
2. Use the priority rating of the district containing the majority of the road for the entire road.
3. Use the priority rating of the district containing the majority of the road to establish the project priority and require the minority district to participate. [The district that has the most frontage or most lots is considered the majority district. The minority district would have to fund its proportional share.]
4. List roads as they now appear on district maps and determine funding effect when issue arises.
5. Other solutions as determined by Council.

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F. Recommendation

It is important that projects be constructed to logical termini. Projects should not be terminated midblock and definitely should not be constructed half width. Public Works recommends option 3, use the priority rating of the district containing the majority of the road to establish the project priority and require the minority district to participate.

Recommended by: *David Hoops* Department: *Public Works* Date: *July 17, 2012*

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/19/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked) Comments regarding recommendation:
Recommend alternative 3 based on Public Works Director's recommendation and no additional financial impact created.

Legal

Reviewed by: Elizabeth McLean Date: 7/23/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Policy decision left to Council's discretion; however, please be mindful that Section 5 of the Voting Rights Act and the preclearance process are in place to ensure that the votes of the citizens are not diluted by placement in any specific district. I know it would not be the intent, but just be careful not to enact any policy that would have the same effect, i.e. the appearance of a different level of service for different districts.

Administration

Reviewed by: Sparty Hammett Date: 7/23/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Recommend Council approval of option 3 - use the priority rating of the district containing the majority of the road to establish the project priority and require the minority district to participate.



RICHLAND COUNTY
Department of Public Works
C. Laney Talbert Center
400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: Sparty Hammett, Assistant Administrator

From: David Hoops, Director

Date: September 10, 2012

Re: **County Maintained Paved Roads on Council District Borders**

The following paved roads are on council district borders. The exact location and limits can be seen on the attached maps.

<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
1	Riverwalk Way	2
2	Ivy Square Way	7
2	Ivy Square Dr	7
2	Sandmyrtle Cir	7
2	Spring Park Dr	7

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<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
2	Tall Shadows Ln	7
2	White Cedar Dr	7
7	Ashley Crest Dr	8
7	Lee Ridge Ct	8
7	Lee Ridge Dr	8
7	Rockingham Rd	8
7	Trowbridge Rd	8
7	Columbia Club Dr W	9
7	Longtown Rd West	9
8	Branson Ct	9
8	Conifer Ct	9
8	Grandview Cir	9
8	Hollingwood Dr	9
8	Hunters Pond Dr	9

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<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
8	Lake Carolina Dr	9
8	Legion Dr	9
8	Polo Ridge Cir	9
8	Sesqui Trail	9
8	Wynnewood Rd	10
9	Genessee Valley Rd	10
9	Mallet Hill Rd	10
9	Miles Rd	10
9	Three Bears Rd	10
9	White Birch Cir	10

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RICHLAND COUNTY
 Department of Public Works
 C. Laney Talbert Center
 400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: Sparty Hammett, Assistant Administrator

From: David Hoops, Director

Date: September 10, 2012

Re: **County Maintained Dirt Roads on Council District Borders**

The following dirt roads are on council district borders. The exact location can be seen on the attached maps.

<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
1	Bob Dorn Rd	2
2	Boyle Hill Rd	7
2	Wotten Rd	7
3	N. Chelsea Rd	8
4	Eisenhowern Dr	7
7	Overlook Dr	9
9	Spring Creek Rd	10

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Council District Changes - Paved Roads Riverwalk Way - Districts 1 & 2



- Legend**
- County Parks
 - County Paved Roads
 - County Unpaved Roads

— Road that is split or
 crosses Council District
 Line
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Item# 2

Council District Changes - Paved Roads

Ivy Square Dr & Way, Sandmyrtle Cir, Tall Shadows Ln,
White Cedar Dr- Districts 2 & 7



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Legend

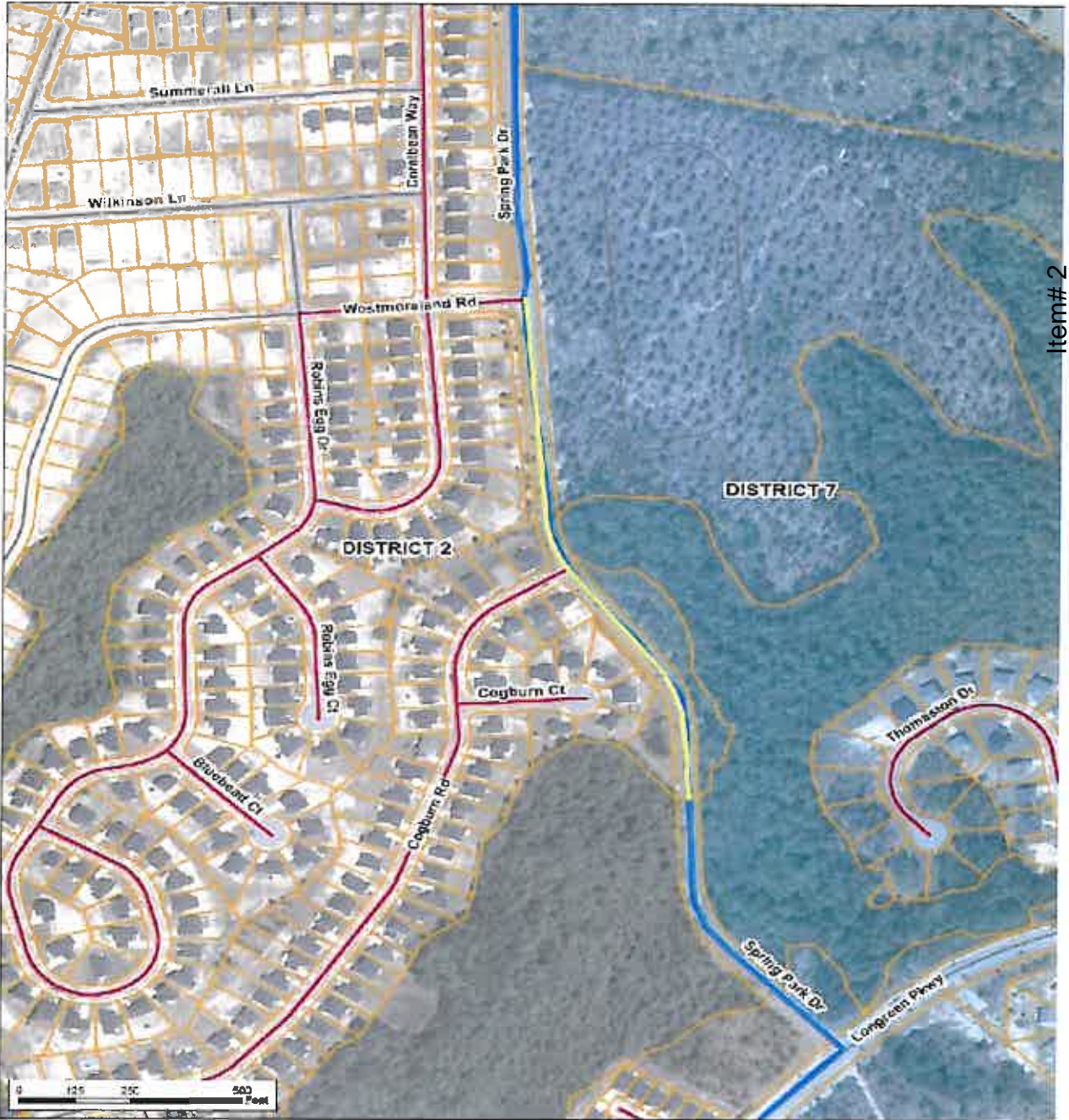
- County Paved
- County Unpaved
- Private
- SCOT

Road that is split or
shared - Council Dist
Line
Parcel;
Census Tracts



0 100 200 Feet
Title: Council District Changes - Paved Roads
Date: 12/12/11
Scale: 1" = 100 Feet
Author: [Name]
Reviewer: [Name]
Status: [Status]

Council District Changes - Paved Roads Spring Park Dr - Districts 2 & 7



County Paved
 County Unpaved
 Private
 SCDOT

Legend

District 2
 District 7
 Parcels



District 2
 District 7
 Parcels

Item# 2

Council District Changes - Paved Roads Longtown Rd, Columbia Club Dr W- Districts 7 & 9



Legend

- Interstate
- County Paved
- Private
- SCOOT
- 10111th plir or hurt Council District
- Lines
- Parcels

CJ County of Richland



Richland County
 Planning and Public Works
 10111th Street
 Columbia, SC 29201
 Phone: 803.741.1000
 Fax: 803.741.1001
 Email: richland@richlandcountysc.gov

Council District Changes - Paved Roads

Ashley Crest Dr, Lee Ridge Dr, Lee Ridge Ct,
Trowbridge Rd - Districts 7 & 8



Legend

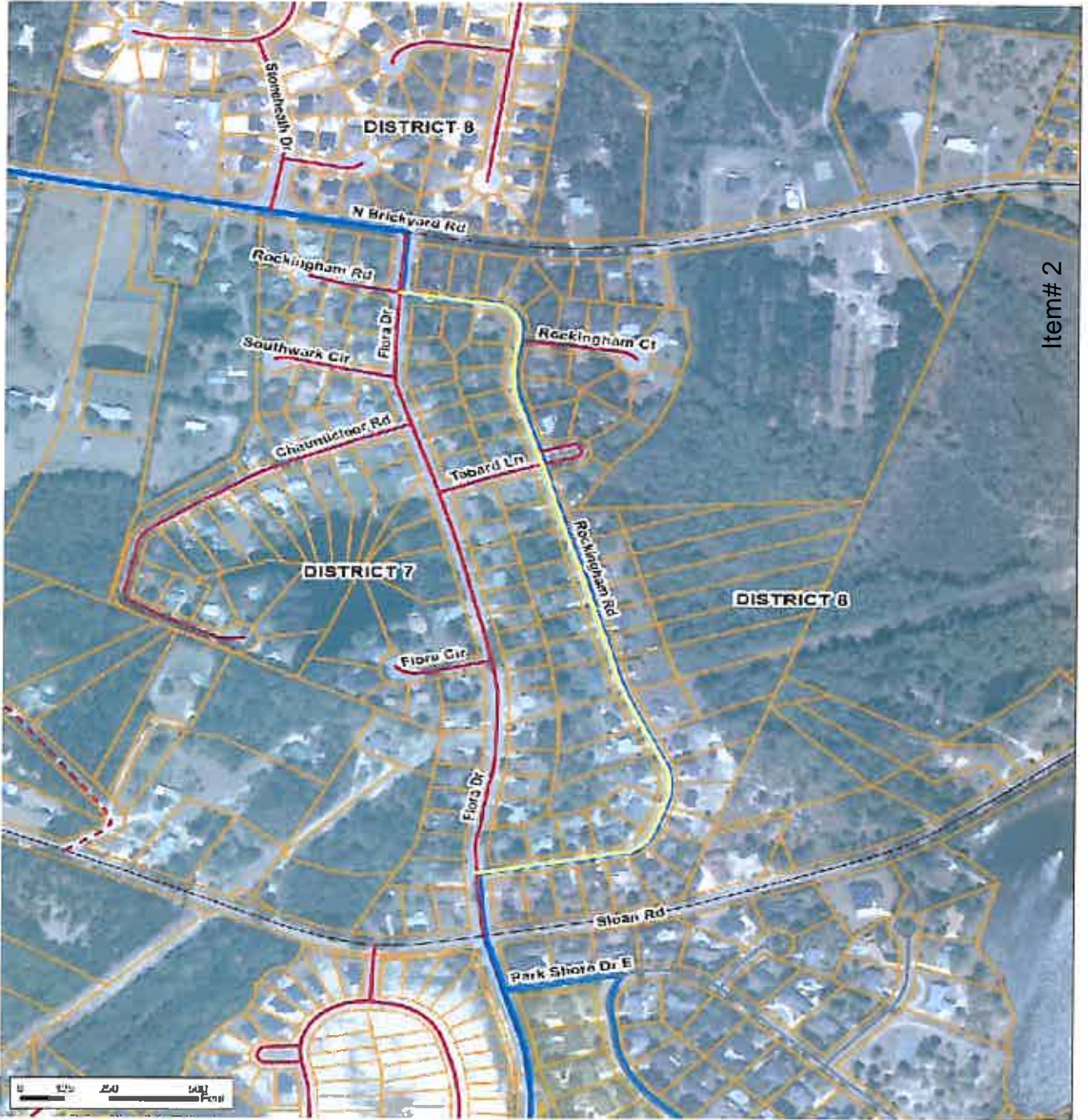
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- County Boundary
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- SCDC>T
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- thurt Cuun< -IO: 114.1
- lines
- Parcel
- Council District Boundary



1. The City of Charleston, South Carolina, is a member of the South Carolina Council of Economic Development (SCCED) and is a member of the South Carolina Council of Economic Development (SCCED).
 2. The City of Charleston, South Carolina, is a member of the South Carolina Council of Economic Development (SCCED) and is a member of the South Carolina Council of Economic Development (SCCED).
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Item# 2

Council District Changes - Paved Roads Rockingham Rd - Districts 7 & 8



Legend

- County Paved
- County Unpaved
- 1/4" = 100'
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lines

PercA P>

CJ Council District



Richland County Council

South Carolina

2011

Richland County Council

South Carolina

2011

Item# 2

Council District Changes - Paved Roads Wynnewood Rd - Districts 8 & 10



Legend

- HHHHH+--- Road that is split or has to Council District line
- County Paved
- County Unpaved
- Private
- SCOOT
- Parcelb

CJ < .000K J11 tshuj HOllldHMV



Richland County, South Carolina
 Planning Department
 1000 North Main Street
 Columbia, SC 29201
 Phone: 803.769.3300
 Fax: 803.769.3301
 Website: www.richlandcountysc.gov

Item# 2

Council District Changes - Paved Roads Lake Carolina Dr - Districts 8 & 9



- Legend**
- Interlocal
 - County Local
 - (Other) Utility
 - Private
 - SCOOT

R⁰ (1 mm) = 100 ft
 > 100 ft = 1000 ft
 1000 ft = 1 mile
 Parcels
 CL COUNTY OF LAKES AND FORESTS



COUNTY OF LAKES AND FORESTS
 NORTH CAROLINA
 PLANNING DEPARTMENT
 1000 LAKESIDE DRIVE
 WAKE FOREST, NC 27157
 TEL: 919.551.1000
 FAX: 919.551.1001
 WWW.LAKESANDFORESTS.GOV

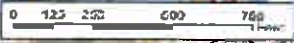
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Council District Changes - Paved Roads

Hunters Pond Dr, Conifer Ct, Grandview Cir,
Legion Dr - Districts 8 & 9



Legend

- Interstate
- County/Local Road
- Private
- SCOOT
- Council District
- Precinct
- Council District Boundary

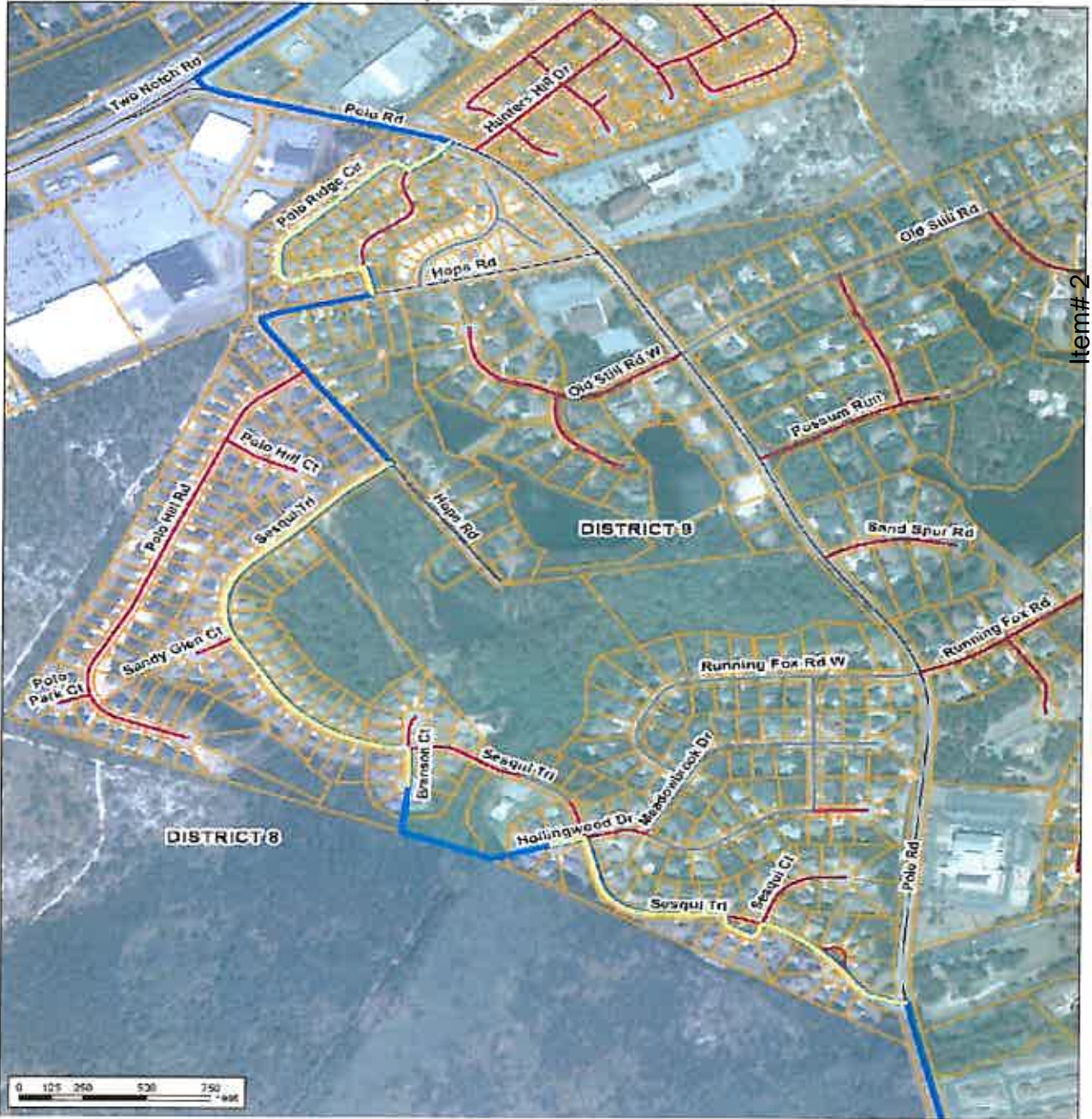


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Richland County, South Carolina
 2011
 PERRY J. QUADARIO
 COUNTY CLERK

Item# 2

Council District Changes - Paved Roads

Branson Ct, Hollingwood Dr, Polo Ridge Cir,
Se , Trl - Districts 8 & 9



Legend

- Interstate
- County Paved
- City Paved
- SCOOT
- Road meter (PIT or hMA count) indicator Lines
- HIGHWAYS
- (;=J Council District Boundary



THIS MAP IS A PRODUCT OF THE CITY OF ASHEVILLE, NORTH CAROLINA. THE CITY OF ASHEVILLE, NORTH CAROLINA, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THIS MAP. THE CITY OF ASHEVILLE, NORTH CAROLINA, IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES THAT MAY BE INCURRED BY ANYONE USING THIS MAP.

REPLACES CITY OF ASHEVILLE, NORTH CAROLINA, MAP OF COUNCIL DISTRICTS, 2011.

DATE: 10/20/11

BY: [Name]

Item # 2

Council District Changes - Paved Roads

Genessee Valley Rd, Mallet Hill Rd, Miles Rd,
Three Bears Rd & White Birch Cir - Districts 9 & 10



Legend

- Inters: rate
- Private
- SCOOT

World Split

County District

Lines

Parcels

CJ



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Item# 2

Council District Changes - Unpaved Roads Bob Dorn Road - Districts 1 & 2



- Legend**
- Interstate
 - County Unpaved Road
 - Private
 - CL
 - RDA
 - County Unpaved Road
 - Private
 - CJ Council District Boundary

OCT 11 2011
 W 11:30 AM
 11/11/11

Council District Changes- Unpaved Roads N Chelsea Road - Districts 3 & 8



Legend

- - - County Paved
- - - County Unpaved
- - - Private
- SC DOT
- Parcel
- County District Lines



Richland County
South Carolina
2010 Census
Official Map
Scale: 1" = 1000'

Item# 2

Council District Changes - Unpaved Roads Overlook Drive Districts 7 & 9



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Legend

County Unpaved	County Privatized	County School Unpaved	County School Privatized	County School Privatized	County School Privatized
County Unpaved	County Privatized	County School Unpaved	County School Privatized	County School Privatized	County School Privatized
County Unpaved	County Privatized	County School Unpaved	County School Privatized	County School Privatized	County School Privatized

PLANNING AND ZONING DEPARTMENT
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Richland County Council Request of Action

Subject

Interstate Interchange Lighting [**PAGES 32-38**]

Reviews

Richland County Council Request of Action

Subject: Interstate Interchange Lighting

A. Purpose

Council is requested to review information, and provide direction to staff regarding this item.

B. Background / Discussion

County Council requested information from Public Works on interstate interchange lighting. The information requested included checking to see if grant money is available as well as would the SCDOT operate and maintain the lighting. The Committee also directed staff to work with the Committee to determine what the next steps should be, to determine how other counties are addressing the issue of funding, provide the location of lights, etc.

Representatives from the hospitality industry approached the County to discuss ways to fund interstate interchange lighting as a way to improve visibility and sense of safety for the traveling public. According to the hospitality industry representatives, thru travelers feel unsafe when exiting unfamiliar unlighted interchanges. Lighted interchanges attract travelers to the hotels and restaurants located on the intersecting roads. More business for local hotels, restaurants and gas stations results in more hospitality taxes collected.

Beginning in April 2012, staff has worked with hospitality representatives, lighting manufacturers, and SCDOT on this issue. Attached are memos from April and July 2012. Mr. Rick Patel presented to the D&S Committee in September 2012 and discussed that lighted interchanges on interstates typically have more traffic on them because of citizens' natural reaction that lighting equals safety. He also mentioned that the following interchanges could use more lighting:

- I-77 Exit #9 (Garners Ferry) – 7 lights
- I-77 Exit #17 (Two Notch) – 3 lights
- I-20 Exit #74 (Two Notch) – 3 lights

The number of lights per intersection is an estimate from Rick Patel. There has been no engineering study performed to determine the actual number of lights needed for each intersection.

Public Works has been in discussions with the SCDOT regarding available grants that could be used for the construction and maintenance of the lighting, as well as who would be responsible for the maintenance and electricity for the lights.

The SCDOT has stated that there are no grants for this type of work. They stated they are typically funded by the municipality or the local Council of Governments (COG) in which the municipalities lie. The City of Anderson completed an interstate lighting project in 2009 where they applied for funding from the Appalachian COG and received the necessary funding. The SCDOT also stated that they do not operate and maintain interstate interchange lighting unless it is for new construction or a safety issue. They also stated typically there are not many safety issues with interstate interchanges.

If Richland County wants to install interstate interchange lighting, the County would have to apply for an encroachment permit from the SCDOT. The encroachment permit package would have to include the plans, specifications, the permit itself, as well as a Participation Agreement with the SCDOT that outlines the County's responsibilities for maintenance and electric costs.

C. Legislative / Chronological History

- At the D&S Committee on April 24, 2012, direction was given to Public Works to start researching interstate interchange lighting.
- At the May 22, 2012 D&S Committee, a presentation was given to Council by the Hospitality Association about interstate lighting.
- June 26, 2012 – D&S Committee met and discussed interchange lighting.
- A memo was forwarded to the D&S Committee outlining estimated costs and types of lighting used for interstate interchanges on July 17, 2012 (attached).
- September 25, 2012 – Presentation by Rick Patel to the D&S Committee. Committee requested additional information (location, funding, and how other municipalities are paying for similar projects.)

D. Financial Impact

As of now, there is no fiscal impact to the County for this request.

E. Alternatives

1. Determine priority locations and contract for preliminary engineering and cost estimates
2. Do not proceed with interstate interchange lighting

F. Recommendation

Public Works personnel do not have expertise or experience in this area. If Council wishes to pursue this subject further, it is recommended that a consultant specializing in this area be contracted to provide preliminary engineering and cost estimates, so that a decision can be made based upon accurate information.

Recommended by: David Hoops Department: Public Works Date: November 1, 2012

G. Reviews

Finance

Reviewed by (Finance Director):

Date: 11/7/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation in support of Public Works Director's request for Council to provide direction on the project. I would recommend that any approval to move forward with internal staff or outside agency assistance include consideration of what the cost will be to the County for the consultant study, cost for implementation of the lights and the recurring cost for maintenance and service support, inclusive of the identification of a funding source.

Procurement

Reviewed by: Rodolfo Callwood

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Item# 3

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to hire a consultant specializing in interstate interchange lighting to provide preliminary engineering and cost estimates.



RICHLAND COUNTY

Department of Public Works

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MEMO

To: Councilman Rose
D&S Committee of Council
From: David Hoops, Director of Public Works
Cc: Sparty Hammett, Assistant Administrator
Re: Roadway Lighting on State right of ways for Commercial Enhancement
Date: April 16, 2012

Public Works met with representatives of the hospitality industry and lighting manufacturers to discuss implementation of lighting installations in SCDOT right-of-way. The hospitality industry representative, Rick Patel, is going to summarize facilities at all interstate exit locations in Richland County for ranking potential exit ramps for lighting.



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MEMO

To: D&S Committee
Cc: Assistant Administrator Sparty Hammett
From: David Hoops, Director
Date: July 17, 2012
Re: Interstate Intersection Lighting

Update on Interstate Intersection Lighting:

1. At the June 26, 2012 D&S Committee meeting there appeared to be some confusion about the lighting proposed for interstate intersections. Following are descriptions and typical costs of lighting options with attached pictures. I have reviewed the Broad River Road proposal which is for leasing of light fixtures installed on existing power poles. This approach cannot be utilized on an Interstate interchange and cannot be compared for costs.
 - a. **Low Mount lights.** These are typically along low speed roadways. Due to the low mounting height the area illuminated is small, requiring the poles to be located close to the edge of the roadway. This close mounting location results in the need to protect the poles and vehicles from impact with curbing or guardrail. Due to the need for protection and the small area illuminated this style of light is not normally used along high speed roadways.



- b. **Mast Pole lights** (high mount) These lights are very efficient at lighting large areas, such as intersections. Due to the large area illuminated they can be located away from the edge of roadways, not needing to be protected from impact. Although considerably more expensive per unit, it may take 10-15 low mount fixtures to illuminate the area covered by a mast pole.



2. Installation costs.
- i. Low Mount lights. These installations typically cost **\$2,500 per unit**. The additional cost of providing power and traffic protection are site specific and cannot be determined at this time. The provision of power will be higher than for a mast unit due to the multiple locations. As noted above, many more fixtures are required to equal the coverage of one Mast Pole light.
 - ii. Mast Pole lights. These installations typically cost **\$100,000 per unit**. The additional cost of providing power is site specific and cannot be determined at this time.
3. Maintenance and power costs. SCDOT was contacted regarding their support of these costs after installation. At the time of the preparation of this report we had not received a response.

Richland County Council Request of Action

Subject

Road Right of Way and Acceptance Policy Re: Prescriptive Easements and Unaccepted Paved Roads **[PAGES 39-48]**

Reviews

Richland County Council Request of Action

Subject: Road Right of Way and Acceptance Policy Re: Prescriptive Easements and Unaccepted Paved Roads

A. Purpose

Develop a policy to guide Public Works staff for:

1. The acquisition of Right of Way for the improvement of County maintained roads presently in prescriptive easements.
2. The acceptance of existing improved roads not accepted into the maintenance system.

B. Background / Discussion

At the 2012 County Council Retreat, the need to develop a County right of way policy for road improvements in prescriptive easements and an unaccepted road policy was discussed with Council. In addition, Chairman Washington has indicated that Public Works should be working to obtain right of way for dirt road paving in the event that funding becomes available. The proposed policies would give staff direction in regard to right of way for dirt roads and the acceptance of existing paved roads into the County maintenance system.

Richland County has 211 miles of dirt roads in its maintenance system that are not in publicly owned rights of way (prescriptive easements). To expend public funds for improvements to these roads, publicly owned rights of way must be acquired. A systematic approach needs to be developed to acquire those rights of way.

Unimproved roads maintained by the County without right of way are claimed to be public roads by prescriptive easement. Maintenance responsibility is created by County Ordinance Section 21-5, Maintenance of Unpaved Roads. This language is attached for reference. Note that subsection (a) states *dedicated for public use* and (c) *comprising the land actually maintained*. Also note that subsection (h) states *any unpaved road **dede**ded to the county under these provisions may be eligible for "C" fund improvements*.

Richland County has 114 miles of paved roads that were not taken into the maintenance system. In most instances, the original intent was to create a public road, but either the developer or the County failed to complete the acceptance process. If the County is to consider accepting these roads for maintenance, a systematic approach needs to be developed. This area falls under County Ordinance Section 21-6, Standards for Streets and Drainage.

Except as provided for in sections 21-4 and 21-5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

This is a policy change affecting the roads on the attached list (Private Subdivision Roads). Please also see an excerpt from Chapter 21 of the Richland County Code of Ordinances.

The proposed policy is as follows:

1. Prescriptive easements – Establish a policy as follows
 - i. Residents petition for improvement of the road on which their property is accessed. All property owners from which right of way will be required must participate on the petition.
 - ii. Public Works will perform a preliminary study and create a right of way plan and deed documents.
 - iii. Upon receipt and recording of all necessary right of way deeds, the project will be placed on the pending projects list to be addressed when funds are available.
 - iv. All right of way must be donated by the property owners; no right of way will be purchased without specific direction of council.
2. Existing unaccepted paved roads – Establish a policy as follows:
 - i. If development records exist: If records indicate the intent during development was to accept the road for public maintenance, and the road conforms to the standards at that time of construction, the County would accept the road for maintenance.
 - ii. If records do not exist: If the road conforms with standards at the time of construction, and is in a physical condition appropriate for its age and use, the County would accept the road for maintenance.
 - iii. If the road was not constructed to standards of the time, or has deteriorated beyond normal use, it can be reconstructed at the expense of the benefitting property owners in accordance with section 21-5 (h)
 - (h) Any road in the county, including those created as a part of a private driveway subdivision pursuant to the county's land development regulations, **may be accepted by the county and brought up to paved or unpaved road standards as set forth in this article**; provided that eighty percent (80%) of all property owners within the subdivision agree to same and that all costs incurred by the county to bring the road up to county paved or unpaved standards are paid by the property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a 15 year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The total costs plus interest of the improvements shall be allocated between the property owners by each lot being assessed an equal share of the costs and interest. Any unpaved road deeded to the county under these provisions may be eligible for "C" fund improvements. This section appears to allow improvement to a dirt road standard that could then be upgraded to paved with C funds.

C. Legislative/Chronological History

During the July 2012 Committee meeting, the item was held in Committee pending staff in Public Works addressing the issue of how to deal with paved roads that are not up to county standards.

This item was deferred from the September 2012 D&S Committee meeting so that staff may provide a list of roads, costs, and possible funding sources. (See attached table re: Private Subdivision Roads.)

D. Financial Impact

The *policy* has no direct financial impact, but could increase the future cost of roadway maintenance. A possible funding source is the Roads and Drainage fund balance.

E. Alternatives

1. If the policy was not approved, the County would not be able to improve existing county maintained dirt roads in prescriptive easements. Roads can only be accepted for maintenance when they have been improved at the cost of the benefiting property owners to new road standards. Further, the County would only be able to accept existing paved roads for maintenance that meet present code and are in like-new condition.
2. Approve the policy and regulations as necessary to give staff appropriate direction to address these issues.

F. Recommendation

Recommend approval of the proposed policy.

Recommended by: David Hoops Department: Public Works Date: 6/13/12

G. Reviews

Finance

- Reviewed by: Daniel Driggers Date: 6/13/12
- Recommend Council approval Recommend Council denial
- Council Discretion (please explain if checked)

Comments regarding recommendation: Recommendation is based on the evaluation and review of the Public Works Director. The financial section states that the policy does not have any direct financial impact on the County; however, it could increase the future cost of roadway maintenance. Therefore I would recommend that the policy include the estimated impact of the future maintenance cost on the system and the proposed method of financing.

Planning

- Reviewed by: Tracy Hegler Date:
- Recommend Council approval Recommend Council denial
- Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Under state law, to claim a prescriptive easement on a property, the County would need to prove that it had maintained the property for public use for a period of twenty years under a claim of right or adverse to the property owner's interests. If that is proven, then the County has a legal right to the property, even without a deed or right-of-way. **HOWEVER**, obtaining all the requisite rights-of-way would put the County in a substantially better legal position, and obviate the need to file a Quiet Title action, whereby the Court declares who the legal owner is.

Administration

Reviewed by: Sparty Hammett

Date: 6/18/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the road right-of-way and acceptance policies.

The Richland County Code of Ordinances; Chapter 21: Roads, Highways and Bridges

Sec. 21-4. Drainage on private property.

(a) Drainage improvements and/or maintenance will be undertaken by county forces on private property only:

(1) When the drainage system involved has been designed, approved and constructed in accordance with the county's Stormwater Management, Erosion and Sediment Control Regulations (§§ 26-202, 26-203) and accepted by the county, or

(2) When there is a clear and substantial public interest served in doing so and drainage easements are granted to the county on all of the property involved. For the purpose of this section, a public interest is defined as:

a. The correction of a serious health hazard, as designated by county or state health officials, affecting multiple residences and beyond the responsibility of an individual property owner.

b. The correction of a malfunction or inadequacy of the drainage system within the right-of-way of a publicly maintained street or road.

c. The correction of drainage problems associated with projects constructed by the county.

d. The maintenance of the structural integrity of the existing drainage infrastructure of the county.

e. The improvement of drainage for the benefit of the community. To benefit the community, drainage improvements must eliminate flooding that directly affects a minimum of four (4) residences and/or businesses situated on individual lots or inundates a public road. Note: Correction of minor ditch erosion problems on private property will not be considered a substantial public interest.

(b) Easements will be obtained for any existing or proposed drainage facilities on private property before any work is performed thereon by county forces. Easements for maintenance of drainage facilities constructed without the county's approval of plans or inspections will not be accepted unless the property owners hold harmless and release the county from all claims resulting from deficiencies of the facilities.

(c) Except where the county has accepted an easement for maintenance of drainage facilities on private property as provided herein, maintenance is the responsibility of the property owner.

(Code 1976, § 8-1001; Ord. No. 452-77, § 1, 10-26-77; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-5. Maintenance of unpaved roads.

(a) The department of public works shall maintain all unpaved roads of the county which have been dedicated for public use regardless of whether or not the dedication was by law or usage. Those roads determined to have been dedicated shall be considered to be a part of the county road maintenance system.

(b) For purposes of ascertaining dedication by usage or by maintenance by the county, all unpaved roads which have been used by the public and/or maintained by the county for a period of twenty (20) years or more shall be deemed dedicated and shall be maintained by the department of public works.

(c) The county will claim a prescriptive easement for all unpaved roads deemed to be dedicated as public roads by usage. Such easements will be considered as comprising the land actually maintained by the county as part of the road.

(d) All unpaved roads which have been marked in either red or green on the map presented to the county council on March 5, 1975, shall be brought within a systematic identification process as soon as practicable and maintained by county forces.

(e) Unpaved roads not maintained by the county under the provisions of (a) through (d) above, will be accepted for maintenance only when such maintenance will provide a substantial public benefit. For the purpose of this section, one or more of the following characteristics will constitute "substantial public benefit:"

(1) Provides access to a publicly owned facility, or

(2) Comprises an integral part of the comprehensive transportation plan adopted by the county's planning agency, or

(3) Comprises a part of an existing street/road network as of January 21, 2003 and is used by the surrounding community, or

(4) Provides the principle access to a minimum of three (3) occupied residences situated on individually owned parcels that are lots of record for tax purposes and does not exceed one fifth (1/5) mile in length per residence served.

(f) No work will be performed pursuant to subsection (e), above, except on the basis of a right-of-way deed for rights-of-way fifty (50) feet in width whenever possible, but in no case less than thirty (30) feet, having been executed and accepted in accordance with section [21-7](#).

(g) Only established, passable roads with an unobstructed width of twelve (12) feet may be accepted pursuant to subsection (e) above. Such roads will be maintained only up to a minimum serviceable condition and will not be substantially improved by the county.

(h) Any road in the county, including those created as a part of a private driveway subdivision pursuant to the county's land development regulations, may be accepted by the county and brought up to paved or unpaved road standards as set forth in this article; provided that eighty percent (80%) of all property owners within the subdivision agree to same and that all costs incurred by the county to bring the road up to county paved or unpaved standards are paid by the property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a 15 year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The total costs plus interest of the improvements shall be allocated between the property owners by each lot being assessed an equal share of the costs and interest. Any unpaved road deeded to the county under these provisions may be eligible for "C" fund improvements.

(i) The county engineer and his staff shall periodically update the existing county road map and shall add such unpaved roads which are not presently shown thereon and attempt to determine the ownership of such unpaved roads.

(j) The department of public works shall maintain those unpaved roads determined to be dedicated under the provisions of this section. Such maintenance shall include, but not be limited to:

- (1) Grading;
- (2) Applying crusher-run or gravel;
- (3) Installing street name and traffic control signs;
- (4) Installing driveways;
- (5) Cutting back overhanging branches;
- (6) Mowing shoulders; and/or
- (7) Drainage improvements.

(Code 1976, § 8-1025; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 033-97HR, § II, 5-6-97; Ord. No. 005-03HR, § I, 1-21-03)

Sec. 21-6. Standards for streets and drainage.

(a) Except as provided for in sections [21-4](#) and 21-5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

(b) Streets: The minimum acceptable street is a paved street designed and constructed in accordance with the standards adopted by the County Engineer; provided, however, that an exception may be allowed whenever the County Council deems that the variance in design is minimal or of such nature that it will not otherwise pose an undue burden or risk upon the County. Where determined necessary and in the sole discretion of the County Council, the County, with the agreement of those property owners served by such roadway, may consent to accept a roadway with special conditions as to any particular non-conforming aspects with regard to county road standards. Only those streets located in subdivision developments where individually owned lots front directly on the street rights-of-way will be accepted by the County. This will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums and mobile home parks will not be accepted for maintenance by Richland County.

(c) Storm drainage: Drainage systems will be designed and constructed in accordance with Chapter 26, Article VIII, of the Richland County Code of Ordinances, and the standards adopted by the County Engineer.

(d) Specifications: Materials and construction of streets and drainage systems will be in accordance with the applicable sections of the current edition of the Standard Specifications for Highway Construction published by South Carolina Department of Transportation, except where specifically noted otherwise in the standards adopted by the County Engineer.

(e) Acceptance: County acceptance of new streets and drainage systems shall be accomplished through the acceptance of easement and right-of-way deeds. The County accepts no responsibility for the streets or drainage system until the easement documents or deeds are executed by both parties and recorded.

(f) Warranty: As a prerequisite to the County's acceptance of new streets and drainage systems, the grantor (developer) shall provide a warranty to the County for a period of one (1) year. The warranty shall pertain to the design and construction of the streets and drainage system in accordance with these standards and their satisfactory performance during the warranty period. The warranty period shall commence with the Countys formal acceptance of the roads and drainage system. The grantor is not responsible for repairing damage done to the roads subsequent to acceptance that was not a result of design or construction failure.

(g) Inspection fee: The grantor (developer) is responsible for the costs associated with providing all quality control/quality assurance testing and inspections required during construction of new roads and the associated drainage systems to ensure compliance with the applicable design and construction standards. The County Engineers office is authorized to retain independent engineering or geotechnical consultants to perform all or part of the inspections and testing on behalf of the County. An inspection fee, sufficient to cover the Countys cost for inspection and testing, will be established and collected as a prerequisite for a developers receiving construction plan approval for any new subdivision streets. All fees collected will be deposited into an account set up specifically for payment of inspection and testing costs incurred by the County.

(Code 1976, § 8-1024; Ord. No. 388-77, 4-20-77; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 015-98R, 5-5-98; Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 095-05HR, § I, 10-3-06)

PRIVATE SUBDIVISION ROADS					
ROAD NAME	SUBDIVISION	LENGTH (FT)	Estimated Cost	Repair	Council District
Merc Ct	Arthurtown Phase 3	118.83	\$0.00		10
Riley Ct	Arthurtown Phase 3	117.85	\$0.00		10
Dennis Ln	Camarie Farms - Dennis Ln	3,622.55	\$155,000.00		2
Moody View Ct	Devon Green Phase 1	163.03	\$2,500.00		8
Sonny Ct	Devon Green Phase 1	96.78	\$2,500.00		8
Jaybird Ln	Devon Green Phase 2 & 3	1,010.17	\$10,000.00		88
Reidy Ct	Devon Green Phase 2 & 3	676.32	\$5,000.00		8
Bald Eagle Ct	Heritage Hills Phase 2A	105.60	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2A	1,802.20	\$5,000.00		7
Otter Trail Ct	Heritage Hills Phase 2A	487.36	\$5,000.00		7
Burnwood Ct	Heritage Hills Phase 2B	355.41	\$5,000.00		7
Cedar Edge Ct	Heritage Hills Phase 2B	382.85	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2B	1,550.45	\$45,000.00		7
Hickory Knoll Rd	Heritage Hills Phase 2B	1,054.75	\$5,000.00		7
Graces Way	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00		9
Angela Dawn Ct	North Lake Shore Point	269.07	No Cost Established		1
Robin Lynn Ln	North Lake Shore Point	224.24	No Cost Established		1
Conn St	Northgate (Crane Creek Estates)	293.97	\$10,000.00		7
Crane Creek Ct	Northgate (Crane Creek Estates)	400.32	\$10,000.00		7
Crane Creek Dr	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00		7
Scioto Dr	Northgate (Crane Creek Estates)	844.14	\$35,000.00		7
Durant St	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00		7
Durden Park Row	Stonington Phase 1	728.36	\$10,000.00		7
Ellafair Ln	Stonington Phase 1	247.85	\$5,000.00		7
Rose Dew Ln	Stonington Phase 1	239.90	\$5,000.00		7
Roundtree Rd	Stonington Phase 1	1,547.39	\$25,000.00		7
Stonebury Cir	Stonington Phase 1	348.92	\$5,000.00		7
Stonington Dr	Stonington Phase 1	1,629.95	\$25,000.00		7
Unnamed St	Stonington Phase 1	348.99	No Cost Established		7
Roundtree Rd	Stonington Phase 2A	2,633.89	\$20,000.00		7
Summer Bend Rd	Summer Valley Phase 2A	877.56	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2A	547.89	No Cost Established		7
Summer Bend Rd	Summer Valley Phase 2B	794.91	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2B	917.27	No Cost Established		7
Summer Side Cir	Summer Valley Phase 2B	1,080.05	No Cost Established		7
Summer Crest Rd	Summer Valley Phase 3	1,157.02	No Cost Established		7
Summer Ridge Rd	Summer Valley Phase 3	370.92	No Cost Established		7
Summer Vista Dr	Summer Valley Phase 3	978.17	No Cost Established		7
Old Still Rd	Wildewood: Old Still Rd	3,088.53	\$200,000.00		9
Running Fox Rd W	Wildewood: West of Polo Road	1,559.11	\$125,000.00		9
	Totals	36,604.08	800,000.00		

Item# 4

Richland County Council Request of Action

Subject

Ordinance Amendment: Parking in Residential Zones [**PAGES 49-57**]

Reviews

Richland County Council Request for Action

Subject: Ordinance Amendment: Parking in Residential Zones

A. Purpose

This request is, per Mr. Manning's motion, to amend Section 17-10 of the Richland County Code of Ordinances dealing with parking in residential zones so as to define the vehicles subject thereto.

B. Background / Discussion

During the Motion Period of the July 18, 2012, County Council meeting, Mr. Manning made the following motion:

I move to amend Richland County Code Section 17-10: “ 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; so as to define vehicles subject thereto” as specified in the attached document.

The draft ordinance includes many changes to section 17-10. Both a redlined and clean copy of the draft ordinance are attached.

C. Legislative/Chronological History

During the D&S Committee meeting on July 31, 2012, the Committee directed staff to include the redlined as well as a clean copy of the draft ordinance with the Request of Action.

During the D&S Committee meeting on September 25, this item was deferred so that a meeting may be held with citizen(s).

D. Financial Impact

No known financial impact.

E. Alternatives

1. Adopt the ordinance amendment.
2. Do not adopt the ordinance amendment.
3. Adopt the ordinance with revisions.

F. Recommendation

Council Discretion.

Recommended by: Elizabeth A. McLean

Department: Legal

Date: 7/19/12

Item# 5

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/24/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: This is a policy decision for Council, recommendation is based on no financial impact related to approval.

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: There is no real impact to Planning or Zoning if approved.

Sheriff's Department

Reviewed by: Steve Birnie

Date: 07-26-12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/26/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 7/26/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the ordinance amendment.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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; **SO AS TO DEFINE VEHICLES SUBJECT THERETO.**

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 is hereby amended to read as follows:

Sec. 17-10. Parking in residential and commercial 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, 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 ~~section 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.

(4) *Vehicle* means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(5) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

(b) Except as is provided in subsection (c), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored 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] unless such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the residence where it is parked, stored or located.

(c) Active loading, unloading and service provision exception: Notwithstanding subsection (a) and (b), above, truck tractors, semi-trailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, "active loading or unloading" shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (*e.g.*, the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, "active loading and unloading" does not include parking or "staging" a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point.

~~(b)~~(d) It shall be unlawful for an ~~automobile, vehicle~~, motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid license to be parked on any public street, road, or 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.

~~(e)~~(e) All motor vehicles ~~and~~ 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 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)~~(f) Any motor vehicle ~~and~~ trailer that is not capable of operating in accordance with South Carolina law ~~and~~ 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 or commercial 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, 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)~~(g) *Penalties.* Unless otherwise prescribed by law, any owner of a motor vehicle and/or trailer violating the provisions of this section shall be deemed guilty of a misdemeanor.

~~(f)~~(h) *Administration and enforcement.* The Sheriff of ~~the~~ Richland County shall be authorized to enforce the provisions of this section and to 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 _____.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE _____ DAY
OF _____, 2013

Michelle Onley
Clerk of Council

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

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; SO AS TO DEFINE VEHICLES SUBJECT THERETO.

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 is hereby amended to read as follows:

Sec. 17-10. Parking in residential and commercial zones of the county.

(a) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, 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 section, 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 drawn.

(2) *Semi-trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and 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, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and constructed that no part of its weight rests upon the towing vehicle; provided, however, that a "utility trailer" used solely for the transportation of the user's personal property, not in commerce, which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds, may be kept in the user's residential backyard.

(4) *Vehicle* means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(5) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

(b) Except as is provided in subsection (c), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored 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] unless such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the residence where it is parked, stored or located.

(c) Active loading, unloading and service provision exception: Notwithstanding subsections (a) and (b), above, truck tractors, semi-trailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, “active loading or unloading” shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (*e.g.*, the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, “active loading and unloading” does not include parking or “staging” a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point.

(d) It shall be unlawful for a vehicle, motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid license to be parked on any public street or road, 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.

(e) All motor vehicles 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 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.

(f) Any motor vehicle or trailer that is not capable of operating in accordance with South Carolina law 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 or commercial 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 thirty (30) consecutive days during any calendar year unless it is kept in an enclosed garage, in a 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 vehicle shall not be visible from the public right-of-way.

(g) *Penalties.* Unless otherwise prescribed by law, any owner of a motor vehicle and/or trailer violating the provisions of this section shall be deemed guilty of a misdemeanor.

(h) *Administration and enforcement.* The Sheriff of Richland County shall be authorized to enforce the provisions of this section and to 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 _____.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

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

Richland County Council Request of Action

Subject

Sediment Removal Project – Forest Lake [**PAGES 58-69**]

Reviews

Richland County Council Request of Action

Subject: Sediment Removal Project – Forest Lake

A. Purpose

County Council is requested to approve a Memorandum of Understanding (MOU) and cost sharing project with the Forest Lake Home Owners Association (HOA) to remove accumulated sediment from Forest Lake in Richland County at a cost of \$35,000.

B. Background / Discussion

Forest Lake is downstream from a heavily urbanized stream which begins near I-77 and Old Forest Drive. This drainage area receives large amounts of run-off from I-77 and the surrounding urban area which is directed into the urban stream which flows into Forest Lake (see Forest Lake Overview map). Sediment from this drainage area has accumulated in the lake such that in some areas, the lake depth has been reduced to 1 or 2 feet. The drainage area does contain easements held by the County and other public areas which may have introduced portions of the sediment in the lake. These areas can be impediments to boaters. The HOA has requested that the County work with them and pay for a portion of the cost for removing the accumulated sediment.

The proposed project involves removing approximately 3,000 cubic yards (cyds) of sediment from Forest Lake largely in front of 5521 Lakeshore Drive and placing it on a lot at 5415 Lakeshore Drive (see Forest Lake Zoom In map). Forest Lake will be drained by the HOA so that the sediment removal area and access area from the access lot, also 5415 Lakeshore Drive, will be accessible. The HOA and property owner at 5415 Lakeshore Drive would like to complete the project before the end of this year. This time frame is critical because the 5415 Lakeshore Drive property owner is in the process of building a house and requires that the sediment be placed on the lot before the house construction is completed. (The existing house shown on the “Forest Lake Zoom In” map at 5415 Lakeshore Drive has been demolished.) If dirt was not to be used at this location or locally, it would have to be hauled off at an additional cost.

In order to meet this time frame, the HOA has proposed to contract for the work, provide all permits, fees, agreements, and pay any costs above \$35,000 which is to be paid by Richland County. The HOA is prepared to proceed to get the work completed this year as long as the county can provide our portion of the cost. A contractor already engaged in a county maintenance contract provided a bid of \$70,200 to complete the work and meet the desired project timeline.

This project does meet Richland County’s Private Pond Maintenance Policy (attached). Without the HOA’s fervent cooperation and willingness to locate the access lot, disposal area, and provide for permitting, this project could not be completed in the desired time frame or the estimated \$35,000 cost to the County.

C. Legislative/Chronological History

Although this project has been discussed by staff and the HOA over many months to determine the best option for action, no items have been proposed to County Council or Administration until now.

D. Financial Impact

The financial impact of the project will include \$35,000 paid to the HOA. This amount is available in the Stormwater Division budget.

E. Alternatives

1. Approve the MOU and \$35,000 cost sharing project with the HOA to remove accumulated sediment from Forest Lake in Richland County. The project as proposed is a cost savings, reduces county involvement and risk, meets the Private Pond Maintenance Policy, and will be completed in the desired time frame.
2. Do not approve the MOU and \$35,000 cost sharing project with the HOA to remove accumulated sediment from Forest Lake in Richland County. If the request is not approved, the project will not be completed in the desired time frame, costs will likely increase, and the current access points for the project will become unavailable for use.

F. Recommendation

It is recommended that Council approve the MOU and \$35,000 cost sharing project with the HOA to remove accumulated sediment from Forest Lake in Richland County.

Recommended by: David Hoops Dept: Public Works Date: November 2, 2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Based on discussions with Administration and the Director of Public Works, the request is intended to be a financial settlement with the HOA; therefore it would be a contractual matter at Council Discretion.

If approved, we would recommend that the agreement provide adequate protection for the county for any future liability.

Procurement

Reviewed by: Rodolfo Callwood

Date: 11/13/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Contractual matter at Council discretion

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion; however, I have some concerns about the MOU. If the Council votes for approval, I would recommend that approval be conditioned on Legal's issues with the MOU being addressed.

Administration

Reviewed by: Sparty Hammett

Date: 11/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the cost-sharing project conditioned on Legal's issues with the MOU being addressed.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) **MEMORANDUM OF UNDERSTANDING**
) **BETWEEN THE FOREST LAKE**
) **HOME OWNER'S ASSOCIATION AND**
) **RICHLAND COUNTY, SOUTH CAROLINA**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2012, by and between the Forest Lake Home Owners Association and Richland County, South Carolina.

WHEREAS, Richland County _____; and

WHEREAS, the Forest Lake Home Owners Association is a _____;
and

WHEREAS, the Forest Lake Home Owners Association _____; and

WHEREAS, silt has deposited in the vicinity of 5521 Lakeshore Drive(parcel R16707-01-09); and

WHEREAS, the source of some of the silt is believed to be from construction of the Richland County EMS facility constructed upstream at 5645 Old Forest Drive; and

WHEREAS, the Forest Lake Home Owners Association plans to dredge the silt deposit in the vicinity of 5521 Lakeshore Drive (parcel R16707-01-09); and

WHEREAS, all deposited silt will be removed to a depth of 3.5 feet below normal pool elevation.

WHEREAS, this work is eligible for funding under Richland County's private pond maintenance policy; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements described herein, the parties hereto agree as follows:

- 1) The Forest Lake Home Owners Association will remove deposited silt to a depth of 3.5 feet below normal pool elevation in the vicinity of 5521 Lakeshore Drive (parcel

Item# 6

R16707-01-09).

- 2) Richland County will support the project with an amount not to exceed \$35,000.
- 3) The Forest Lake Home Owners Association will be responsible for paying any costs or expenses exceeding the grant amount.
- 4) The Forest Lake Home Owners Association will be responsible for all permits, access to work, contracting, disposal of spoils and stabilization of site.
- 5) The Forest Lake Home Owners Association further agrees to indemnify and to hold harmless Richland County, its employees, officers, agents, contractors, subcontractors, and successors and assigns from and against any and all liability for personal injury, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action as a result of Richland County's dredging operation to remove the silt deposit in the vicinity of 5521 Lakeshore Drive (parcel R16707-01-09).
- 6) Payment will be made upon receipt of a contractors invoice certified by the officers of the Forest Lake Home Owners Association to represent completed and accepted work.
- 7) This Agreement shall remain in full force and effect for _____.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of November, 2012, set our hand and seal hereon.

THE FOREST LAKE HOME
OWNER'S ASSOCIATION:

WITNESSES:

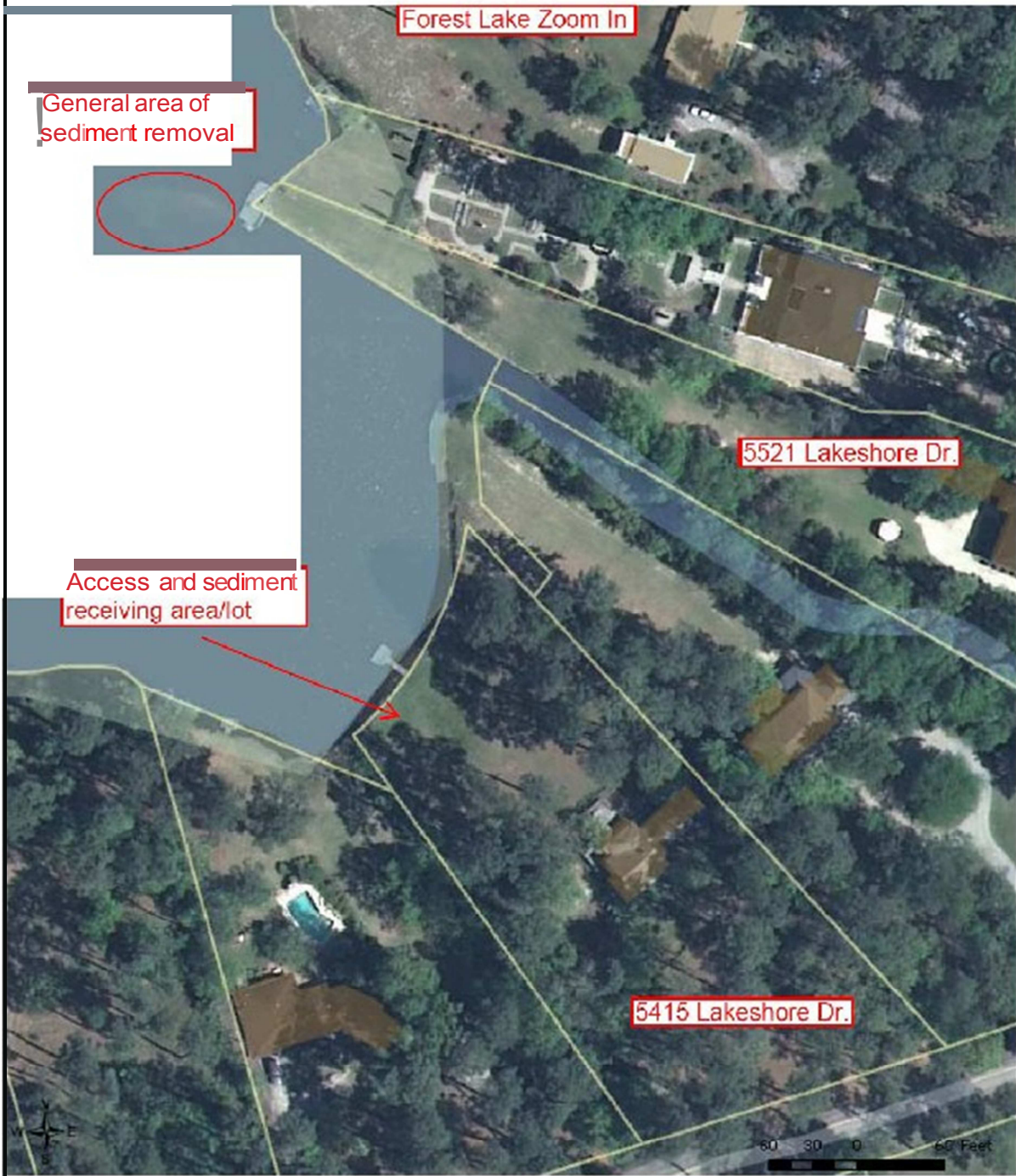
Executive Director

RICHLAND COUNTY COUNCIL

WITNESSES:

Kelvin E. Washington, Sr.
Chairman

Richland County Map



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Item# 6

County Map



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DISCLAIMER: This map is provided as a courtesy and does not constitute a warranty. It is not to be used for legal purposes. The user assumes all liability for any errors or omissions. The information is provided "as is" without any warranty of accuracy or completeness. The user agrees to hold the provider harmless for any damages, including consequential damages, arising from the use of this information.

RC
GEI

**DEPARTMENT OF PUBLIC WORKS
BEST MANAGEMENT PRACTICE STANDARD**

STANDARD # 26.17.1(O)

TITLE: Private Pond Maintenance Policy

NUMBER OF PAGES: 4

EFFECTIVE DATE: May 3, 2005

LEAD AGENCY: Stormwater Management

PREPARED BY: Rocky Archer, PE
Stormwater Manager

AUTHORIZED BY: Christopher S. Eversmann, PE
Public Works Director

REFERENCES: None

REVIEW DATE: May 3, 2010

I. Purpose

To establish criteria and considerations that will allow Richland County to perform appropriate maintenance activity at private ponds in order to mitigate or reduce the negative impact of connection of private water-bodies to public drainage systems

II. Definitions

- A. Dry detention basins – Depressions that are excavated for the purpose of detaining excess stormwater runoff from newly developed land. Basins are also created to act as holding areas for the initial runoff of stormwater in order to allow sediment and pollutants to settle out from the stormwater medium. Dry detention basins may serve the same function as a pond, but there are significant differences. As their name suggests, they are most often dry (*i.e.* – lack standing water). Also, they are not considered an amenity to the community. As such, they are considered infrastructure and, in the case of residential subdivisions, are deeded to the County for perpetual maintenance.
- B. Pond – A water body that, under normal circumstances, retains water. This water may be stormwater runoff or groundwater from an active spring. They may be naturally occurring or constructed. Ponds are considered an amenity (as opposed to infrastructure). However, they may be integrated into a drainage system.
- C. Private water-bodies – Receiving waters (most often ponds, lakes or basins) that are privately owned by individuals or an association for which Richland County has no ownership or formal maintenance responsibilities. Private water-bodies may be integral to public drainage systems.
- D. Public drainage system – A stormwater conveyance system whose maintenance is the responsibility of a public entity that provides area drainage to a publicly maintained road network. Private water-bodies may be integral to these systems.
- E. Waters of the state - Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are

Private Pond Maintenance Policy

wholly or partially within or bordering the State or within its jurisdiction; *South Carolina Code of Laws Section 48-1-10*.

III. **Background**

In 1990, the Environmental Protection Agency (EPA) established The National Pollutant Discharge Elimination System (NPDES) to reduce the quantity of pollutants that may be transported through the Storm Sewer Systems to “Waters-of-the-State”. The South Carolina Department of Health and Environmental Control (SCDHEC) Bureau of Water issued a NPDES Permit to Richland County in April 2000. In compliance with that Permit, Richland County has inventoried stormwater drainage systems and the locations to which they outfall into waters-of-the-state.

In the process of performing this inventory, Richland County has identified or been made aware of several areas of concern with respect to private water-bodies. These water bodies are in existence for a variety of reasons including recreation, aesthetics, and utility (water supply and power generation). Concurrently, stormwater retention or detention is also accomplished. It is not uncommon for these private water-bodies to be integral to public drainage systems. As such, they may be adversely affected by both controllable and uncontrollable factors that include adjacent development, discharge from public road drainage network, above average rainfall, and topography of the watershed.

IV. **Problem**

Among the more negative effects on these private water-bodies from their integration with the area public drainage system are deposits of sediment carried by stormwater flowing into them (or siltation). The accumulation of sediment reduces pond volume and alters or obstructs the natural or designed stormwater flow path. Sedimentation can also impair water quality by providing a medium for the transportation of pollutants into the pond.

Some ponds are dedicated to Richland County at the time of development. This occurs predominantly in residential developments in which the roads and drainage system are to be maintained by Richland County. Whereas other ponds remain private, pre-date any formal maintenance policy, or are natural waters-of-the-state. Consequently, consideration for public maintenance of these ponds has not, heretofore, been addressed.

V. **Policy**

In order to mitigate or reduce the negative impact of connection of private water-bodies to public drainage systems, it is necessary to develop criteria and considerations that will allow Richland County to perform appropriate maintenance activity at private ponds. These criteria and considerations are as follows:

- A. Adjacent development with public road or drainage network discharges stormwater runoff directly into the pond, and;
- B. The pond or lake should not be “isolated” or contained within a single property, and;
- C. Maintenance activity will not disturb any wetland area, and;

Private Pond Maintenance Policy

- D. Property owners must grant and sign easement agreements to access each of the established discharge points and surrounding area, and;
- E. Hold harmless agreements must be obtained from property owners or Pond Owners Association.

Other considerations that may facilitate County participation for maintenance:

- F. The presence of a perennial stream flowing through the pond,
- G. The pond is currently managed and maintained by an established Pond Owner's Association with a point of contact.

VI. Procedure

Upon agreement of listed criteria, the County can proceed with the corrective action needed. In order to effectively resolve the problem, the County must first assess the stormwater runoff discharge points and then develop a plan to meet that particular need. County staff will determine the need for structural repair, the extent of sedimentation, or the amount of debris removal.

All easement and hold harmless agreements shall be recorded prior to any maintenance activity is performed.

All dredging activity performed by the County will be limited to the furthest extent of determined sedimentation that can be practically reached from the bank by County equipment.

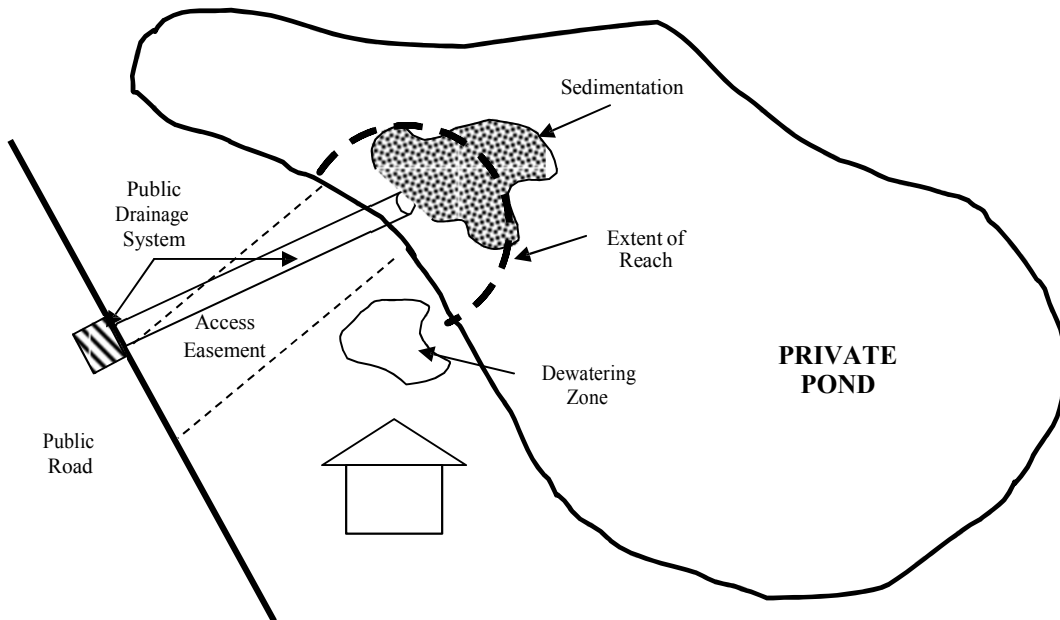


Figure 1. Typical outfall sediment removal activity components.

Private Pond Maintenance Policy

The County may also provide assistance in the hauling of removed spoil material by private parties provided that the material is accessible from a public road, appropriately dewatered and free of litter, debris or other hazardous substances.

The Department of Public Works is continuing to locate and identify potential sites for the retrofit of Best Management Practices (BMP's) to improve stormwater quality. Thusly, outfall sites that need frequent maintenance may be considered.

These BMPs can be physical or non-physical. Physical BMPs may include installation of structures or planting of natural vegetation to assist in removing sediment, debris, and pollutants. Non-physical BMPs consist of education and awareness. County staff will meet with the community and provide guidance on how each individual can do their part to promote positive stormwater management.

As these processes are developed and followed, Richland County Department of Public Works can continue to promote and deliver quality stormwater management while building positive relationships with its citizens.

By publication of this policy, Richland County assumes no obligation or liability associated with maintenance activity on private ponds.

This policy was approved Richland County Council in their meeting of May 3, 2005.

Richland County Council Request of Action

Subject

Donation of Conservation Easement: Spring Valley Subdivision Entrance [PAGES 70-85]

Reviews

Richland County Council Request of Action

Subject: Donation of Conservation Easement: Spring Valley Subdivision Entrance

A. Purpose

County Council is requested to approve the donation of a conservation easement from Pine Springs Inc. of Columbia on 23.97 acres of woodlands along Little Jackson Creek at the entrance of Spring Valley subdivision on Two Notch Road.

B. Background / Discussion

In 2011 Edwin Cooper, President of Pine Springs Inc., indicated his interest in placing a conservation easement on a tract of property the company owns at the entrance of Spring Valley subdivision in Richland County Council District 8. A map is attached. At its February 27, 2012 meeting, the Conservation Commission voted unanimously to approve a conservation easement on the 23.97 acres. Benefits of protecting this property in perpetuity include:

- Undeveloped, natural buffers for Little Jackson, a tributary of Gills Creek, which protect and enhance water quality
- Preservation of open space for the scenic enjoyment of the public traveling U.S. Highway 1
- A diversity of natural habitats which support a variety of floral and faunal species
- Recreational and environmental educational opportunities for residents of Spring Valley and their guests

As currently zoned, there are a few developable lots on the tract which will be extinguished with this conservation easement since it prohibits the subdivision of property. No structures will be permitted except for unenclosed buildings for recreational or educational use. No new roads and no paving are allowed, nor is timbering of hardwoods. Various improvements by the RC Public Works Department are proposed for Little Jackson Creek. An easement will provide an additional layer of protection for the stream. Conserving this natural area provides valuable open space, wildlife habitat, and stream buffers that are essential for the quality of life in fast growing Richland Northeast.

Negotiations have been prolonged because Pine Springs would like to sell the property with the easement on it to the Spring Valley Homeowners Association. The Board of the HOA and its attorney have been involved in the easement drafting. Final approval to purchase the property will be voted on at the annual HOA meeting in November.

C. Legislative / Chronological History

This is a staff-initiated request; therefore, there is no legislative history.

D. Financial Impact

This conservation easement is being donated to the County. Taxes paid in 2011 on the 23.97-acre parcel were \$62.30 because it is taxed at the agricultural use rate.

E. Alternatives

1. Approve the request to accept a donation of a conservation easement on 23.97 acres along Little Jackson Creek that provides substantial stream buffers, wildlife habitat, and open space in Richland Northeast.
2. Do not approve the donation of a conservation easement. If this alternative is chosen, a valuable opportunity will be lost to conserve land and protect natural resources in a development-intense area of the county.

F. Recommendation

It is recommended Council approve the request to accept the donation of a conservation easement of 23.97 acres by Pine Springs Inc.

Recommended by: James Atkins	Department: Conservation	Date: 11.2.12
Carol Kososki, Chrm.	Conservation Commission	11.2.12

G. Reviews

Finance

Reviewed by: Daniel Driggers	Date: 11/7/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Public Works

Reviewed by: David Hoops	Date: 11/7/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Planning

Reviewed by: Tracy Hegler	Date: 11/7/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Elizabeth McLean	Date: 11/14/12
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.	

Administration

Reviewed by: Sparty Hammett	Date: 11/14/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of December, 2012, by Pine Springs Inc. of Columbia (hereinafter “**Grantor**”), having an address of 5217 North Trenholm Road, Columbia, SC 29206 in favor of the Richland County (hereinafter “**Grantee**”), having an address of 2020 Hampton Street, Columbia, SC 29204.

WHEREAS, **Grantor** is the sole owner in fee simple of certain real property containing approximately twenty three and ninety seven hundredths (23.97) acres more or less, in Richland County, South Carolina, more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter the “Protected Property”); and

WHEREAS, The protection of water quality related to the provision of buffering from future development adjacent to the Spring Valley Pond on the property, in particular the Protected Property in its existing relatively natural condition contributes limited nonpoint source pollution to Little Jackson Creek due to the absence of impervious surfaces or areas; and the protection of this property fulfills the goals of the Richland County Comprehensive Plan, as adopted in 2007, including the protection of water quality which this easement fulfills by providing an undeveloped buffer for Little Jackson Creek, a tributary to Gills Creek, a major watershed in Richland County.

WHEREAS, the Protected Property is visible by the public from Two Notch Road and as such preserves open space for the scenic enjoyment of the general public. The property fronts historic U.S. Highway 1, which stretches from Maine to Florida, and the traveling public can continue to enjoy the property in its natural state.

WHEREAS, the Protected Property has a diversity of natural habitats including a perennial stream, wetlands, Sandhill habitats, mixed pine/hardwood forests, all of which can support a variety of floral and faunal species, and

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds and ground-nesting birds, and feeding, breeding and resting areas for native small and large game and non-game mammals, and

WHEREAS, the Protection of this property in the Gills Creek Watershed is considered a public priority by the County of Richland, given its endorsement of the Gills Creek Watershed Management Plan and that Gills Creek is a 303 (d) listed stream by the South Carolina Department of Health and Environmental Control which needs protection and restoration, this easement is executed pursuant to such clearly delineated governmental policies, and;

WHEREAS, the Protected Property possesses significant ecological and natural resources, water quality protective value, open space and scenic value, (collectively the “Conservation Values”) of great importance to **Grantor**, to **Grantee** and to the people of South Carolina and this nation; and

WHEREAS, the specific Conservation Values are summarized hereunder and documented in a report on file at the **Grantee**’s office and incorporated herein by this reference (hereinafter the “Baseline Documentation”), which consists of maps, reports and photographs, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at

the time of this grant and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this grant; and

WHEREAS, **Grantor** believes that with the careful use of conservation easements, the resources, habitat, beauty and ecological value of the Protected Property can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with a conservation easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §27-8-10, *et. seq.* (The South Carolina Conservation Easement Act of 1991) (hereinafter the "Act"), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code §27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements; and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Code §170(h)(4)(A)(ii), "open space (including farmland and forest land)" as that phrase is used in Code §170(h)(4)(A)(iii) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations"). **Grantor** and **Grantee** agree these purposes can be accomplished by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a "qualified conservation contribution" as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a qualified South Carolina local government committed to the preservation of the irreplaceable natural and historical resources of the South Carolina Midlands landscape by protecting significant lands, waters and vistas whose purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1) authorizing **Grantee** to be a holder of conservation easements as provided for by the Act.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (hereinafter the "Easement"). **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purposes. The purposes of this Easement (hereinafter the "Purposes") are as follows:

- (A) To protect and preserve the Conservation Values; and
- (B) To prevent any use or activity that will significantly impair the Conservation Values, subject to the rights and privileges reserved below by **Grantor**; and

(C) To allow the continuation of historic and traditional uses and activities as well as limited new uses that would not significantly impair or degrade the Conservation Values.

2. Rights of **Grantee**. **Grantor** hereby conveys the following rights to the **Grantee**:

(A) Right of Access. To have visual access to the Protected Property, and;

(B) Right to Monitor. To enter upon the Protected Property in a reasonable manner, and at reasonable times, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property. **Grantee** shall allow **Grantor** reasonable notice prior to entering the property;

(C) Right to Prevent Inconsistent Uses. To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purposes;

(D) Right to Require Restoration. To require **Grantor** or third parties to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purposes; and

(E) Right of Discretionary Consent. If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both the **Grantor** and the **Grantee**, the **Grantee** may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable and provided that:

I. The activities will not adversely affect the qualification of this Easement as a “qualified conservation easement” under any applicable laws, including §§170(h) and 2031(c) of the Code or the Act.

II. The activities will not adversely affect the “tax deductibility” status of the **Grantee** under any applicable laws, including §501(c) (3) of the Code and Treasury Regulations promulgated thereunder.

III. The activities will not adversely affect the Conservation Values.

IV. In no case shall the **Grantee** or **Grantor** have the right or power to agree to any activities that would result in the termination of this Easement.

3. Definitions. For the purposes of this Easement, **Grantor** and **Grantee** agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise prohibited by this Easement. The rationale for requiring the **Grantor** to receive **Approval** prior to undertaking certain permitted and all prohibited activities is to afford **Grantee** an adequate opportunity to evaluate the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purposes of this Conservation Easement. **Approval** shall not be unreasonably withheld by the **Grantee**.

Grantee shall be defined as the above-named South Carolina local government, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, or their) personal representatives, heirs, successors, assigns, and subsequent owners.

Impervious Area or Surface includes all surfaces that significantly impedes or prevents natural infiltration of water into the soil. Examples include roofs, buildings, streets, parking areas, and any concrete, asphalt, or compacted gravel surface. Gravel as used in driveways as normally practiced in Richland County shall not be considered an impervious surface.

Notice shall be defined as a written communication, prior to undertaking a permitted activity, as defined in Paragraph 19.

Residential Structure shall be defined as any structure requiring a residential occupancy permit from Richland County,

Subdivided Tract shall be defined as a separate transferable parcel of land having a unique identity according to Richland County records.

Subdivision shall be defined as the creation of a **Subdivided Tract** after the date of this Easement.

4. Reserved Rights. **Grantor** reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership, including but in no way limited to those rights specifically expressed in subparagraphs A through K of this paragraph, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purposes enumerated in Paragraph 1. All Reserved Rights shall apply to the Protected Property in its entirety. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purposes.

(A) Fences. **Grantor** has the right to maintain, repair, and/or replace fences on the Protected Property, to further educational and interpretive functions, provided that such construction, maintenance, repair, and/or replacement does not violate the Purpose of this Easement.

(B) Fishing. **Grantor** retains the right for **Grantor, Grantor’s** family members, partners, and invitees to fish on the Protected Property; the rights to construct, maintain, repair, replace, and relocate duck blinds, gates, and wildlife observation platforms.

(C) Landfill. There shall be no temporary or permanent landfills on the property.

(D) Paths and Trails. **Grantor** retains the right to construct and maintain footpaths and trails of pervious surfaces, boardwalks, footbridges, tent camping sites, and wildlife observations platforms, along with appropriate signage, upon approval of the **Grantee**.

(E) Playground. One playground may be constructed in a manner and location so as not to impact the conservation values of the property. The design and location must be approved in advance by the **Grantee**. No impervious ground surfacing may be used.

(F) Ecological Research. **Grantor** retains the right to install forest or other ecological research equipment, experimental areas, perform studies in wetland management that could include, but is not limited to, weed control, fertilization, installation of weather stations, installation of towers for raising

instrumentation no more than ten (10) feet above the canopy, erosion control and excavation of root systems.

(G) Consistent Uses. **Grantor** has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purposes of this Easement.

5. Restrictions and Limitations. **Grantor** will not perform or permit, or will perform or permit, as specified below, the following acts or uses (hereinafter the “Prohibited Uses”) on, over or under the Protected Property:

(A) Subdivision. The Protected Property is currently composed of two (2) tracts. **Subdivision** of the tracts is prohibited.

(B) Structural Limitations. The construction, enlargement and replacement of **Residential Structures** and all other structures are subject to the following limitations:

I. No **Residential Structures** shall be constructed on the Protected Property.

II. **Unenclosed buildings for recreational or educational use** such as a pavilion or picnic shelter shall be permitted, provided the total square footage of all structures on the Protected Property does not exceed 2,000 square feet. Location of any such structures must be approved by the **Grantee** prior to construction.

III. Docks. One (1) dock and one (1) boat ramp may be constructed on the protected property. Gas powered boats are prohibited on the pond although electric motors may be permitted. Neither **Grantor** nor **Grantor**'s agents, shall make application for any permit or construct any improvements or permit any third party to make application for any permit or construct improvements or permit the Protected Property to access any improvements which would result in the construction of any docks within the deemed extension of the property lines.

IV. Towers. There shall be no towers on the Protected Property other than those permitted under 4 (E).

V. Buffers. In order to provide an aesthetic and ecological transition zone between permitted structures and waterways, there shall be no **Impervious Surface**, structures (other than fencing, gates, dock or boat ramp), nor new roads on that portion of the Protected Property within one hundred (100) feet of the Pond or streams.

(C) Land Use. There shall be no industrial, commercial or residential uses, activities, or structures on the protected property. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial, commercial or residential uses or activities.

(D) Services. Underground and aboveground utility lines and supporting apparatus or equipment related to the distribution of water or power are permitted and limited to serve the allowed uses in this section. Any proposed transmission line easements must be provided to the **Grantee** for consultation and mitigation of adverse effects.

(E) Roads and Parking. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided **Grantor** shall use existing roads and provided there shall be no paving of any road with non-permeable materials except as may be required by governmental authority.

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Reasonable changes or realignment to existing roads is allowable as long as Richland County Best Management Practices for road construction are followed and such change does not impact the conservation values of the property. The use of gravel is expressly permitted for road construction. Any road construction for use by Richland County Public Works for stream restoration activities must be restored by the County to its prior condition.

All entrances shall be permitted to have appropriate gates and fencing. Parking shall be limited to the perimeter of the property, must be approved by the **Grantee**, and may not use any impervious surfacing materials.

(F) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses provided for in this section including but not limited to, mowing, pruning, trimming, and gardening.

(G) Signs. Signs for educational, recreational or safety purposes shall be limited to a maximum of four (4) square feet. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway.

(H) Archeological and Paleontological Digs; Artifacts and Fossils. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. All artifacts or fossils located on the Protected Property must be preserved and retained on the Protected Property or contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited, except for sale of items of a financial nature, such as coins or gold or silver bars or other forms of current or historical legal tender.

(I) Forestry Uses. There shall be no harvesting of hardwoods on the property unless done with the permission of the **Grantee** for the purpose of salvaging timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger. The cutting, removal, or harvesting of non-hardwoods may be done in accordance with a forest management plan prepared by a qualified professional forester and upon approval of the **Grantee**.

(K) Pond and Streams. Construction of additional ponds is prohibited. Stream, pond, and wetland restoration activities may be conducted subject to approval by the Richland County Public Works Department and the Richland County Conservation Department and the approval of the **Grantor** and **Grantee**. Such restoration activities must conform to approved Stormwater Best Management Practices. Mining of soil, sand, and sediment from pond and streams is prohibited; however the removal of sediment for water quality restoration purposes may be permitted upon approval of **Grantee**. Sediment removed from the pond or streams on the Protected Property which is relocated to another area of the property must be disposed of or used in such a manner so as not to damage the conservation values of the property.

(L) Mining. Mining and recovery of any oil, gas, natural gas or minerals is prohibited in accordance with Code §170(h) (5) (B) prohibiting surface mining.

(M) Topography and Hydrology. There shall be no alteration of the topography or hydrology, unless otherwise provided for in Paragraph 5 (K).

(N) Refuse. There shall be no placing of refuse, solid waste, storm debris, household debris including white goods, vehicle bodies, parts, tires, or junk on the Protected Property.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. **Grantee's Remedies.** If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** may pursue its legal and equitable remedies under this Paragraph without prior notice to **Grantor** or without waiting for the period provided for cure to expire.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the reasonable discretion of the **Grantee**, and any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

10. Grantor's Environmental Warranty. The **Grantor** warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including, without limitation, trespass by third parties, fire, hurricane, tornado, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

12. Access. Only residents of Spring Valley and their guests shall have a right of public access to the Protected Property, provided that **Grantor** reserves the right to manage such public access for safety and maintenance purposes.

13. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

Grantor agrees to release, hold harmless, defend and indemnify **Grantee** from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the **Grantee** may suffer or incur as a result of or arising out of activities on the Protected Property, unless due to the gross negligence or willful misconduct of **Grantee**.

14. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render all of the Purposes impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, then as required by Sec.1.170A-14(g)(6) of the IRS regulations. The **Grantee** in the event of any sale, exchange, or involuntary conversion of the Protected Property is entitled to a percentage of the gross sale proceeds, minus any amount attributable to the value of improvements made after the date of this grant and allowed under the Conservation Easement, which amount shall be reserved to **Grantor**, equal to the ratio of the appraised value of the Conservation Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law.

For the purpose of the above Paragraphs, the parties hereto stipulate that the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of the Easement to the value of the Protected Property, without reduction for the value of the Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with the conservation purposes of this grant. This provision is not intended to violate the provision required by Code §170(h) (2) (C) that requires the Easement to be granted in perpetuity.

15. Limitations on Amendment. If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a “qualified conservation easement” under any applicable laws, including §§170(h) and 2031(c) of the Code. No amendment shall be allowed which would adversely affect the “tax deductibility” status of the **Grantee** under any applicable laws, including §501(c) (3) of the Code and Treasury Regulations promulgated thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the Conservation Values. **Grantor** and **Grantee** agree to a reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Richland County, South Carolina.

16. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except (i) if as a condition of any assignment, the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purposes and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as an eligible donee, qualified under §§501(c) (3) and 170(h) (3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to another organization organized to accept conservation easements. **Grantee** shall not assign this Easement to a governmental entity or otherwise eligible **Grantee** without the prior written consent of the **Grantor** except as provided in this paragraph, which shall not be unreasonably withheld.

17. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

18. Communication. All **Notices**, demands, requests, consents, **Approvals**, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively “Correspondence”) shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, addressed as follows:

If to **Grantor**: Pine Springs Inc.
5217 North Trenholm Road
Columbia, South Carolina 29206

If to **Grantee**: Richland County Conservation Commission
P.O. Box 192
Columbia, SC 29204

with a copy to the Spring Valley Homeowners Association or to such other person or place as a party may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Section 19 and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

19. Recordation. **Grantee** shall record this instrument in timely fashion in the Richland County Register of Deeds, and may re-record it at any time as may be required to preserve its rights in this Easement.

20. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Richland County Register of Deeds after all required signatures have been affixed hereto.

21. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

22. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.

23. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

24. Baseline Documentation. **Grantee** acknowledges, by its acceptance of the Easement, that **Grantor’s** historical and present uses of the Property are compatible with the Purposes of the Easement. To establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property and insure compliance with the terms hereof, **Grantee** has prepared or caused to be prepared the Baseline Documentation. The Baseline Documentation shall be used to assist in establishing the condition of the Property as of the date of this Easement. The Baseline Documentation shall be appended to this Conservation Easement by re-recording the Conservation Easement along with the Baseline Documentation attached as Exhibit “B”. The **Grantee** reserves the right to supplement and

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record notice of the supplemental Baseline Documentation prior to December 31, 2012. **Grantor** and **Grantee** acknowledge and agree that in the event a controversy arises with respect to the nature and extent of **Grantor's** historical and present use of the physical condition of the Property subject to the Easement as of the date hereof, the parties may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Easement to assist in the resolution of the controversy.

25. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that, except for land lying below the mean high water mark, as to which title is not warranted, the **Grantor** is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Easement under seal on the day and year first above written.

WITNESSES:

GRANTOR:
Pine Springs Inc.

Edwin Cooper, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 2012, before me the undersigned Notary, and I do hereby certify that the above named _____ duly authorized officers of the **Grantor** personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

WITNESSES:

GRANTEE:
RICHLAND COUNTY

By: _____
Its: CHAIRMAN

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged this ____ day of _____, 2012, before me the undersigned Notary, and I do hereby certify that the above named _____ duly authorized officers of the **Grantee** personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)

Notary Public for the State of South Carolina
My commission expires: _____

