

RICHLAND COUNTY
DEVELOPMENT & SERVICES
COMMITTEE AGENDA



Tuesday, OCTOBER 27, 2020

5:00 PM

ZOOM MEETING

The Honorable Allison Terracio, Chair

County Council District 5

The Honorable Gwen Kennedy

County Council District 7

The Honorable Jim Manning

County Council District 8

The Honorable Chakisse Newton

County Council District 11

RICHLAND COUNTY COUNCIL 2020



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Development & Services Committee

October 27, 2020 - 5:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Allison Terracio

2. **APPROVAL OF MINUTES** The Honorable Allison Terracio
 - a. Regular Session: September 22, 2020 [PAGES 7-10]

3. **ADOPTION OF AGENDA** The Honorable Allison Terracio

4. **ITEMS FOR ACTION** The Honorable Allison Terracio
 - a. Town of Irmo – Intergovernmental Agreement – Engineering & Infrastructure Maintenance [PAGES 11-53]

 - b. "I propose the change of the Animal Care Officer's official title to that of "Animal Services Officer" within our county's ordinances." Animal Care Officer "tends to be a bit confusing for those in the public who do not fully understand what they do, and "Animal Control Officer" tends to have a derogatory connotation. The field of animal welfare/care has dramatically changed within recent years. The title of "Animal Services Officer" offers a broader understanding of what their duties entail." [Malinowski] [PAGES 54-62]

 - c. Road Closure Petition - Sloan Street [PAGES 63-77]

 - d. Transfer of Ownership of Water Lines from the City of Columbia to PRISMA Health [PAGES 78-256]

 - e. Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed Projects for FY21 [PAGES 257-279]

5. ITEMS PENDING ANALYSIS: NO ACTION REQUIRED

- a.** I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities [TERRACIO]
- b.** I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance. [NEWTON and DICKERSON]
- c.** Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction [MYERS]

6. ADJOURNMENT



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



Richland County Council

DEVELOPMENT AND SERVICES COMMITTEE

September 22, 2020 – 5:00 PM

Zoom Video Conference

COMMITTEE MEMBERS PRESENT: Allison Terracio, Chair; Jim Manning, Gwen Kennedy and Chakisse Newton

OTHERS PRESENT: Bill Malinowski, Michelle Onley, Clayton Voignier, John Thompson, Ashiya Myers, Leonardo Brown, Angela Weathersby, Stacey Hamm, Elizabeth McLean, Dale Welch, Sandra Haynes, Dwight Hanna, Ashley Powell, Michael Zaprzalka, Kyle Holsclaw, Tamar Black, Brian Crooks and Dante Roberts

1. **CALL TO ORDER** – Ms. Terracio called the meeting to order at approximately 5:00 PM.
2. **APPROVAL OF MINUTES**
 - a. July 28, 2020 – Mr. Manning moved, seconded by Ms. Kennedy, to approve the minutes as distributed.

In Favor: Terracio, Kennedy, Manning and Newton

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. A. Myers requested Item 4(a) be deferred until the next committee meeting, as the briefing document in the packet was the incorrect document.

Ms. Kennedy moved, seconded by Ms. Newton, to adopt the agenda as amended.

In Favor: Terracio, Kennedy and Newton

Opposed: Manning

The vote was in favor.

4. **ITEMS FOR ACTION**
 - a. I propose the change of the Animal Care Officer's official title to that of "Animal Welfare Officer" within our County's ordinances. "Animal Care Officer" tends to be a bit confusing for those in the public who do not fully understand what they do, and "Animal Control Officer" tends to have derogatory connotation. The field of animal welfare/care has dramatically changed within recent years. A title of "Animal Welfare Officer" offers a broader understanding of what their duties entail. [MALINOWSKI, DICKERSON, JACKSON, MANNING and McBRIDE] – During the Adoption of the Agenda, this item was deferred to the October committee meeting.

5. **ITEMS FOR DISCUSSION**

- a. I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities [TERRACIO] – Mr. Crooks stated, since the last committee meeting, their task has been to develop a purpose, and possible structure, for an Affordable Housing Advisory Committee. The recommendations are contained in the agenda briefing document.

Ms. Terracio noted there are a lot of similarities with these recommendations and the task force that she currently sits on with the City of Columbia. She hopes we can be efficient and work together to use each other’s time effectively.

Ms. Newton inquired if each step need to be completed to move to the next step, or does exploration on some of these items occur concurrently.

Mr. Crooks responded the first step of the advisory committee would be to vet some of the additional actions to ensure it goes through a more full vetting process and is aligned with the overall goals or objectives of the County.

Ms. Newton inquired about how staff sees the initial formation of the advisory committee.

Mr. Crooks responded they have been looking at a structure similar to how the Blue Ribbon Committee is set up with Councilmembers, citizenry and outside entities. We would be looking for individuals who have interest and/or experience with affordable housing.

- b. I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance [NEWTON and DICKERSON] – Ms. Powell stated they have had an internal work group vetting this. We have tried to quantify and qualify the impacts of enforcement of this item.

Mr. Zaprzalka stated the work group includes the internal stakeholders (Building Inspections, Zoning, Business License, Assessor’s Office, Animal Control, Waste Management, Sheriff’s Department and Special Services). The timeline is located on p. 47 of the agenda. It is going to be imperative that a timeline is kept, and allowed, so we can thoroughly refine the ordinance. One of the biggest barriers in establishing this ordinance is identifying the rental properties.

Ms. Powell stated the recommendation of staff is to take the 18 months, spelled out on the timeline chart, to further refine the ordinance, to engage, and continue conversations, with Council about what resources (i.e. staff, funding, technology, etc.) are necessary for the implementation of the ordinance.

Ms. Newton stated, for clarification, the working group would bring back an ordinance that takes into account all of the things discovered during their exploration.

Ms. Powell responded in the affirmative. We are offering an iterative process, so instead of bringing you a briefing document that asks the committee to take a specific action, we would like to continue to update this issues briefing with our research, so we can continue the conversation about what might be the best path forward, and refine the ordinance based upon that conversation.

Ms. Newton inquired if they will be reaching out to landlords, property owners, etc. to get their input, and would that be in the public awareness and input briefing.

Ms. Powell responded in the affirmative. They have allotted a time for that conversation, with the community, but it does not start and stop there. Public engagement should continue throughout the 18-month timeline.

Ms. Terracio inquired if the other governmental bodies took a similar amount of time to get their ordinance in place.

Mr. Zaprzalka responded, in talking with other jurisdictions, they did theirs in a 6-month period and felt they did not take enough time.

Ms. McLean noted that legal staff did not appear to be included in the working group, and you may want them involved since this will involve an ordinance.

Ms. Powell stated Legal has been involved. They received input from Ms. Hogan on Monday; therefore, it was not included in this document, but will be included in the updated issues briefing.

Ms. Newton stated, her understanding is, when the original motion was made, and legal came back, they essentially took the City of Columbia's ordinance and made it a Richland County ordinance. The briefing document identifies some of the questions that poses, and would potentially need to be changed. She inquired if there are things not included in the briefing document that we want to look at, or change approach for, to make sure this is fully contextualized for Richland County. We are looking at 3 times the number of properties that the City of Columbia is looking at. We are looking at different codes than those that may be in place. She wants to make sure we get the best ordinance.

Mr. Zaprzalka stated Ms. Powell gave them specific instructions to make sure that we are not just copying someone else's ordinance. The ordinances for the other jurisdictions are all over the place, and we have tried to suggest language changes to fine tune it for Richland County.

Ms. Newton stated the original intent of the motion was to draft an ordinance that had the property owners, whose tenants may not be following Richland County codes, also bearing responsibility for the code violations. As she understands it, this document is a vastly broader inspection and permitting regime. She inquired why the more robust home inspections is a part of this ordinance.

Mr. Zaprzalka responded, when the work group approached, they took that into consideration. With this process it allows everybody to look at the property upfront, and how many violations it has on the property. The recommended system allows them to track the violations. The permitting process is strictly between the County and the owners, and the tenants are not involved any longer. The owner is held accountable for activity on the property.

Ms. Newton inquired about all of the things that would be inspected upfront for a property owner to receive a permit.

Mr. Zaprzalka stated, on p 28 of the agenda, it gives an overview of what they will be looking for when they do the initial review.

Ms. Newton inquired as to the reason, the benefit or best practice for including some of these more structural, mechanical items.

Mr. Zaprzalka stated the inspection form would be the property maintenance portion of the permitting. They go out and look at “habitable space”. All other areas are reviewed upfront. Each area will determine if the past violations have been abated, then they will stamp their approval to allow the permit move forward.

Ms. McLean stated, when this first came to Legal, Mr. Smith was told to turn the City of Columbia’s ordinance into something for Richland County, as a starting point. It sounds like what Ms. Newton was looking for is not exactly what she has been given. We can structure the ordinance more around what Ms. Newton’s initial intent was.

Ms. Newton noted her intent was something that was not as sweeping as this, but she is also not a professional inspector or planner. She is certainly open to things being improved by people who do this work every day.

Ms. Powell stated what is before the committee is the City of Columbia’s ordinance, with slight modifications for Richland County. Then, there are recommendations from staff about further changes to make it more context specific. We can certainly back off some of the things here.

Ms. Newton stated the intent of her motion was to respond to the concerns she is getting from communities across her district where there are homeowners that live in neighborhoods and take care of their homes. Then, there are renters down the street who are flagrant violation of Richland County ordinances, and when they receive notifications they do not respond because they do not feel like they have to because it is not their property. She wants to also make the landlords responsible, so we can have people following Richland County ordinances. What we all want is to have good looking communities.

Ms. McLean stated she can make modifications to the proposed ordinance and forward them to Ms. Newton and other Council members to ensure they are better capturing the spirit of the motion’s intent.

Ms. Terracio stated she would be interested in drafting an ordinance and policy that could be nimble enough to address large parties in residential neighborhoods, as well as Ms. Newton’s concerns.

Chief Cowan requested that we consider some of the ancillary issues the committee members brought to the table to help the Sheriff’s Department address matters they have no mechanism to deal with.

Ms. Newton noted she has no issue with addressing needed matters, but she does want to eliminate any bloat from the document.

6. **ADJOURNMENT** – The meeting adjourned at approximately 5:48 PM.



Agenda Briefing

Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Updated: June 29, 2020 **Meeting Date:** July 28, 2020

Updated Legal Review	Brad Farrar via email	Date:	June 29, 2020
Updated Budget Review	James Hayes via email	Date:	July 21, 2020
Updated Finance Review	Stacey Hamm via email	Date:	July 22, 2020
Update Public Works Review:	Michael Maloney via email	Date:	June 29, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

Committee: Administration and Finance
Subject: Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance

Recommended Action:

Staff recommends the approval of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

Motion Requested:

Move to approve staff’s recommendation of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

Request for Council Reconsideration: Yes

Fiscal Impact:

There are costs associated with maintenance of infrastructure. The Town of Irmo contributes 26 miles of our 808 miles of County maintained roadway which are accounted for in the annual road maintenance fund. There are no costs associated with plan review and inspections as the fees for these services will be charged to the developers and/or engineers submitting the projects.

Motion of Origin:

The request did not originate from a Council member.

Council Member	
Meeting	
Date	

Discussion:

The Town of Irmo has reached out to both Lexington and Richland Counties to update the current IGA and expand the engineering review responsibilities of Richland County.

The Town of Irmo is partly in Richland County and partly in Lexington County. Richland County and the Town of Irmo began operating under an IGA in 2007, when the Town received its NPDES Phase II Permit, from DHEC, through Lexington County.

Amendments to the County's Ordinance, Chapter 21, were approved in 2013 that better outlined the expectations for road standards and Richland County maintenance.

The updated IGA includes the removal of the insurance provision found in Section VI of the 2007 IGA between Richland County and the Town of Irmo.

Attachments:

1. June 23, 2020 A&F Committee considered briefing document and attachments
2. Email Correspondence with Councilmember Malinowski
3. Updated IGA
 - a. Redlined
 - b. Clean Version



Agenda Briefing

Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Updated: June 17, 2020 **Meeting Date:** June 23, 2020

Legal Review	Brad Farrar via email	Date:	May 28, 2020
Budget Review	James Hayes via email	Date:	June 17, 2020
Finance Review	Stacey Hamm via email	Date:	June 18, 2020
Public Works Review:	Michael Maloney via email	Date:	June 10, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

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The updated IGA includes the removal of the insurance provision found in Section VI of the 2007 IGA between Richland County and the Town of Irmo.

Attachments:

1. Updated Intergovernmental Agreement
 - a. Lexington County Additions (bluelined); Richland County Additions (redlined)
 - b. Clean IGA
2. 2007 IGA
3. Amendments to Chapter 21

IGA APPROVED BY RICHLAND COUNTY

Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services

This agreement is entered into this ____ day of ____ 2020~~19~~⁸, by and between the County of Richland, the County of Lexington, bodies politic duly ~~created and existing~~ pursuant to ~~the provisions of~~ S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, ~~created and existing~~ pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

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WITNESSETH:

WHEREAS, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties ~~the "County";~~ and

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WHEREAS, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

WHEREAS, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, ~~with~~ Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and.

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WHEREAS, The Town of Irmo ~~is desirous~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

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WHEREAS, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

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NOW THEREFORE, in consideration of the representations set forth herein, the parties agree ~~to~~ as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.

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B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that ~~lies~~ in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. ~~The following determines which County will be responsible -for review and inspection:~~

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1. Residential Developments - The County ~~which has the majority~~^{greater} having more than (50) percent of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain ~~their~~^{its} respective roadways and storm drainage systems as to the approved plans. ~~Coordination between the two counties will decide who has the majority of the roadway.~~^{An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway.} The county inspecting the project will ~~give a courtesy call to~~^{notify} the other county ~~in writing within ten (10) business days~~ for inspection of major items, ~~such as to include~~ proof rolls, etc. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County ~~with the majority~~^{greater} having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that county's engineering standards. ~~Coordination between the two counties will decide who has the majority.~~^{An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance.} The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer ~~in writing within ten (10) business days~~ to inform them to which County the project has been allocated.

Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance ~~to ensure~~ ~~The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once~~ all prerequisites and internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity.
- 1-2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site

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Commented [BF1]: The parties can agree to this, but this document will not protect any parties to it from claims for maintenance, repair or liability made by anyone who is not a party to this agreement.

Commented [CV2R1]: If there is language that would be more applicable to addressing the protections you raise, I would defer to your expertise on whether or not it should be added.

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Commented [BF3]: See previous comment.

Commented [CV4R3]: See previous response.

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Commented [BF5]: What is a "Delegated Entity?" Does this mean Richland or Lexington County?

Commented [CV6R5]: Essentially, yes. This language is taken from the current agreement with the Town. The official definition is a local government (or other governmental entity such as a tribal 72 government or Conservation District) that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. As used in connection with NPDES programs, the term does not connote any transfer of state authority to a local government.

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termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

~~The duration of~~ This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

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Section Seven: Previous Agreements

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This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

Commented [BF18]: Adding language in red font, as without it this would void all MOUs, IGAs and any other agreement between Richland County and the Town of Irmo on any subject.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

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IN WITNESS WHEREOF, the parties hereto ~~have hereunder caused their names to be affixed as heretofore duly authorized~~ execute this Agreement on the date first above written,

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WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services

This agreement is entered into this ____ day of ____ 2020, by and between the County of Richland, the County of Lexington, bodies politic duly pursuant to S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

WHEREAS, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties ~~the “County”;~~ and

WHEREAS, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

WHEREAS, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and

WHEREAS, The Town of Irmo ~~is—desires~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

WHEREAS, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

NOW THEREFORE, in consideration of the representations set forth herein, the parties agree ~~to~~ as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

- A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.
- B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that lies in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. The following determines which County will be responsible for review and inspection:

1. Residential Developments - The County having more than (50) percent of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain its respective roadways and storm drainage systems as to the approved plans. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will notify the other county in writing within ten (10) business days for inspection of major items, to include proof rolls. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that county's engineering standards. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure all prerequisites and internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity.
2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
4. The Town of Irmo will require the submittal of plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits

to the County Engineer's office for Quality Assurance and data management purposes. The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.

Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be copied to Town of Irmo within ten (10) business days. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: Richland and Lexington County Maintenance Responsibilities

A. Through its Department of Public Works, Richland County will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances.

Through its Department of Public Works, Lexington County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided by either County to this Agreement will be subject to the availability of funds, labor, and equipment for that County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. Maintenance will include:

- Pavement
- Drainage within the right-of-way
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County or Lexington County

With the exception of street name signs, neither County will provide maintenance on roads that have been taken into the State Highway System. Each County will provide maintenance on name signs on the portion of roadways within the Town of Irmo's limits that lie within its geographical territory.

B. Each County will include the roads it maintains within the Town of Irmo's limits in its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating and in Richland County by funding availability and as allocated to each District of the County per Ordinance Chapter 21.

- C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.

The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3.

The same level of maintenance will be provided for drainage infrastructure within the Town of Irmo's limits located within Richland or Lexington County as in the unincorporated areas of Richland or Lexington County. Maintenance will include:

- Cleaning drainage ditches.
- Cleaning and/or repairing closed storm sewers.
- Cleaning and/or repairing catch basins, drop inlets, junction boxes.
- Minor ditch excavation.
- Minor storm sewer installation that can be accomplished by County maintenance forces.
- Any additional maintenance deemed appropriate by Richland or Lexington County.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the Public Works Director of the County at issue.

Section Four: Funding

Richland County will assess the residents of the Town of Irmo in Richland County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland County.

Lexington County will assess the residents of the Town of Irmo in Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Lexington County.

The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by each County hereunder. The provisions of this section apply to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees
- Stormwater Utility fees

“C” funds allocated to Richland County pursuant to State law will be utilized by Richland County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. Richland County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

“C” funds allocated to Lexington County pursuant to State law will be utilized by Lexington County for road improvement projects within the corporate limits in Lexington County as well as in the unincorporated parts of Lexington County. Lexington County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

Section Five: Termination

This Agreement may be terminated by any party upon giving ninety (90) days’ notice of the intent to terminate to the non-terminating parties.

In the event the Municipality terminates this Agreement, the Counties shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

Section Seven: Previous Agreements

This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

IN WITNESS WHEREOF, the parties hereto on the date first above written,

WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
) FOR ROADS & MAINTENANCE AND
 COUNTY OF RICHLAND) NPDES PHASE II COMPLIANCE

This agreement, made and entered into in duplicate originals this __ day of July, 2007, by and between the **County of Richland**, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, (hereinafter referred to as "the County"), and the **Town of Irmo**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as "the Municipality ");

WITNESSETH:

ARTICLE 1 - ROADS, DRAINAGE, SEDIMENT CONTROL, PLAN REVIEW, AND INSPECTION.

WHEREAS, the Municipality wishes to provide for the maintenance of roads and drainage infrastructure within its corporate limits; and

WHEREAS, the Municipality has no staff or equipment for maintenance of roads or drainage infrastructure; and

WHEREAS, the County has staff and equipment for maintenance of roads and drainage infrastructure and provides these services in the unincorporated parts of Richland County; and

WHEREAS, the Municipality wishes to establish consistency with the County with regard to the design and construction of roads and drainage infrastructure, sediment control, and floodplain management; and

WHEREAS, the County has adopted and administers comprehensive design and construction standards for roads, drainage infrastructure, and sediment control measures constructed under its jurisdiction; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I - County Responsibilities

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance provided will be subject to the availability of funds, later

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Page 1 of 6 OCT 18 2007

and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. The County may require from time to time

documentation as needed, to insure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

Section II - Municipal Responsibilities

- A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.
- B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
- C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.
- D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
- E. The Municipality will submit plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.
- F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHEC approval.

Section III – Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the

County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

Section IV - Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE

WHEREAS, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

WHEREAS, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I- Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article 1.

ARTICLE 3 - GENERAL

Section I- Severability

The provisions of this Agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

Section II- Successors and Assigns

Whenever in this Agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this

Agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

Section III - Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this Agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV - Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fee; or (2) the County Council acts to terminate this Agreement with the Municipality due to an adverse court decision affecting the intent of this Agreement.

Section V- Termination by the Municipality

The Municipality shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this Agreement with the County due to an adverse court decision regarding this Agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section VI- Insurance

For the duration of this Agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII- Duration

The duration of this Agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor's calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

Section VIII- Previous Agreements

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed

as heretofore duly authorized on the date first above written.

WITNESSES:

Sydney Keating
Tony McDonald

John
[Signature]

COUNTY OF RICHLAND

By:

J. Milton Pope
J. Milton Pope
County Administrator

Richland County Attorney's Office
Amelia R. Linder
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

TOWN OF IRMO

By:

John L. Gibbons
John L. Gibbons
Mayor

BOOK 14

PAGE 222

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 056-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SO AS TO CREATE A NEW SECTION TO HANDLE ROADWAY IMPROVEMENTS IN THE TOWN OF IRMO, SOUTH CAROLINA; AND AMENDING CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-6 (A); SO AS TO ACCOMMODATE THE NEW SECTION.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the creation of a new Section to read as follows:

Sec. 21-5.5. Standards for improving roadways in the Town of Irmo, South Carolina.

On roadways being constructed or improved in the Town of Irmo, South Carolina, which are going to be or are already located in both Richland County and Lexington County, the following regulations shall be followed:

- (1) If more than fifty percent (50%) of the planned roadway improvement for all phases of the approved development are located in Lexington County:
 - a. All improvements will be constructed to the standards of Lexington County.
 - b. Upon acceptance of improvements by Lexington County and the Town of Irmo, Richland County will accept the improvements located in Richland County for maintenance.
- (2) If more than fifty percent (50%) of the planned roadway improvements for all phases of the approved development are located in Richland County:
 - a. All improvements will be constructed to the standards of Richland County.
 - b. Upon acceptance of improvements by Richland County and the Town of Irmo, Lexington County will accept the improvements located in Lexington County for maintenance.
- (3) The percentage of planned roadway improvements in each County will be based upon centerline feet of roadway.
- (4) In conformance with Section 21-6 (b) of this Chapter, the provisions of this Section 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.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; Section 26-6 (a); is hereby amended to read as follows:


- (a) Except as provided for in sections 21-4, 21-5, and 21-5.5 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.

SECTION III. 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.

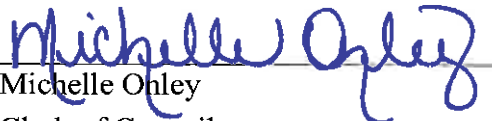
SECTION IV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V. Effective Date. This ordinance shall be effective from and after November 5, 2013.


RICHLAND COUNTY COUNCIL

BY: 
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE 6th DAY
OF November, 2013.


Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE


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

First Reading: October 1, 2013
Second Reading: October 15, 2013
Public Hearing: November 5, 2013
Third Reading: November 5, 2013

ASHIYA MYERS

From: CLAYTON VOIGNIER
Sent: Monday, June 29, 2020 9:22 AM
To: Bill Malinowski
Cc: LEONARDO BROWN; ASHLEY POWELL; JOHN THOMPSON; MICHAEL MALONEY; BRAD FARRAR; LARRY SMITH; ASHIYA MYERS
Subject: RE: Irmo IGA comments/questions
Attachments: 20200406 Draft IGA Lex Co Additions and Staff Additions btf edits ctv comments revised.docx

Good morning, Councilman Malinowski,

Below in red represents consolidated comments from myself, Director Maloney, and Mr. Farrar with Legal. Since certain corrections and additions were made to the updated IGA, the revised version with tracked changes and a "clean" version will be provided when this item is considered again by the A&F Committee.

Please let us know if you have any questions or concerns.

Thank you,

Clayton Voignier, CCEP, CGAP

Director
 Richland County Government
 Community Planning & Development
 803-576-2168
voignier.clayton@richlandcountysc.gov

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From: Bill Malinowski <Malinowski.Bill@richlandcountysc.gov>
Sent: Wednesday, June 24, 2020 10:01 AM
To: CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>; LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>
Subject: Irmo IGA comments/questions

Mr. Voignier,

Following are my questions regarding A & F item 4 (a), the IGA with Irmo and Lexington County (page references are for the 6-23-20 A & F Committee agenda):

1. Page 16, 4th paragraph. The updated IGA removes prior insurance provision. Please explain. **This was specifically mentioned in the agenda briefing to make Council aware that it was never included in the updated IGA. According to Legal:**

This is a policy decision with legal and financial implications. The County certainly can request that The Town of Irmo maintain appropriate insurance to help pay the costs of any claims made against Richland County by virtue of the County performing any services under the IGA within the Town. Again, that is a negotiation point. There

is no legal requirement that anyone maintain insurance, or provide proof of insurance, in an arrangement such as this, but there also is no prohibition against asking for such insurance protection. In addition, in conjunction with the insurance discussion, there is no provision for the Town of Irmo to indemnify Richland County for claims made against the County for services performed for Irmo's benefit under the IGA, and no hold harmless provision. Again, there is no legal requirement for either protection, but the County needs to go in eyes wide open that the IGA as proposed and drafted contains no insurance, indemnification or hold harmless protections for Richland County.

2. While it may be a technical point, all changes should be shown. For example, Section doesn't show the change from using numbers, like 2, to Roman Numerals (II) or words (Section Two). If such minor changes are not shown how do we know other changes are shown? The intent of the IGA is to wholly update the IGA to include all relevant parties, i.e. Lexington County, and the appropriate language applicable to those parties. It is not simply a revision of the 2007 IGA. Thus, these technically are not changes from the previous IGA.

According to Legal:

Regarding what has been highlighted and the like, this IGA has floated around for probably at least a year or more, passing among three parties. At this point, I have no idea what was originally proposed, or who changed what, other than perhaps Richland County input. The "exploded parts" view of the history of the various versions may be impossible to reconcile. I understand a desire to see what was changed, but the best that may be achievable at this point is to show the 2007 version and whatever the most recent version all of the parties have agreed upon is. Beyond that, it may have to be a line by line discussion.

3. Why are some items highlighted in the original IGA such as pages 32 and 33? The highlights were provided to emphasize language added and distinguish it from previous tracked changes. They have been removed.
4. Page 17, third Whereas refers to Irmo adopting the Stormwater Ordinance and Land Development Manual with Lexington County. Why wouldn't they also adopt the same things from Richland County when development takes place in Richland County? For the entire Town of Irmo, the Lexington County stormwater ordinance will be used. The Town primarily drains into Lexington County and is a part of their MS-4 permit and report to DHEC. Changing from this existing method would be very inefficient, and the Town would suffer from the two different code requirements. The County can't change methods and requirements related to stormwater within a watershed.
5. Page 17, Section One (B). First sentence is not correct. Need to use plural or singular as needed but it mixes them up here. This correction has been made.
6. Page 18, 1. This section reads in part, "Once the final plat has been approved, each county agrees to the approved plans." Seems that it should also have "...of that county." It states " ... each county agrees to maintain its respective roadways and storm drainage systems as to the approved plans." The plans will not be the County's plans, but rather the developer's plans.

Is there any reason there is a difference in Residential Developments, that gives decision making authority to the county with the highest percentage of roadway, and Commercial Developments, which gives authority to the county with the greater percentage of land disturbed? I could own 10 acres with 75 % of the road in Lexington County but I am only developing 6 acres and 4 of those acres are in Richland County. This seems contradictory. Note that the authority provided to the County in this section is only for the design review and inspection of construction. For the residential development, the County with the majority of the roadway is assigned the reviews and inspection because it would be inefficient and confusing to have two Counties using staff to perform reviews and inspections of one residential subdivision. In the end, the maintenance responsibility will be set by the County Line running through that subdivision. For the commercial development, the public roads are typically either previously installed or newly installed SCDOT roads. The anticipated project we are reviewing is a private site development. We will then be reviewing what is to be developed mostly within our County Line. What we are most concerned about is traffic, stormwater and erosion control. Using the majority of the acreage of disturbance as the prevailing factor best covers our concerns by placing the correct

County staff on the review. It's a very limited case that there will be County maintenance responsibilities in a commercial development.

7. Page 18, Section Two (1.) Explain what an approved Delegated Entity is. Possibly this should be explained at this point. In (2.) it doesn't state an approved Delegated Entity is needed, why not? This language is taken from the current agreement with the Town. The official definition is a local government (or other governmental entity such as a tribal 72 government or Conservation District) that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. As used in connection with NPDES programs, the term does not connote any transfer of state authority to a local government. In this case, Lexington County is the approved delegated entity for the Town of Irmo, and a delegated entity is not needed where (2) is concerned. This language has been added to the IGA for clarification.
8. Starting at the bottom of page 18 and ending at the top of page 19 it states about prior to issuance of certificates of occupancy inspections and approval will be needed related to stormwater management, floodplain management and road access. Based on what was written previously the only stormwater regulations, which I believe also includes floodplain, are those by Lexington County. If it is determined Richland County's regulations will be used it should be stated the approval of the responsible county. Refer to the response for #4 above.
9. Page 19, Section Three, first paragraph, line 4. Do not need the word "either" since the word "or" was omitted later. This correction has been made.
10. Page 22, first paragraph. If there is a period after the word "occurs" then the word "however" is not needed to start the next sentence, or put a comma after "occurs". This change has been made.
11. Page 22, Section Six. Is there any reason we should not have this time period as some other IGAs which would be for a five year period with one year renewals? According to Legal:

Regarding the term of the IGA, here we come to a fundamental issue. The bright line is either that Richland County is willing to perform the services contemplated in the IGA for the Town of Irmo at all, or it is not. Specifically, the County could go down this road (no pun intended), enter into this IGA and perform work in Irmo commencing whenever an agreement is reached. If that were in 2020, the County could perform work in year one of the IGA, for example. Twenty years could go by with no incident, and then in year twenty-one someone could be injured on a roadway in Irmo, and allege that County work performed years earlier contributed to the conditions that caused or exacerbated the injuries. In other words, if the County is going to work on roads in Irmo, such work could be relevant well beyond the expiration or termination of the IGA as drafted. Shortening the term of the agreement would not change this fundamental point, although it could reduce the number of years of the County's efforts in another jurisdiction. One way to potentially mitigate this problem would be to include language in the IGA that upon termination of the agreement, the Town of Irmo accepts responsibility for all roads the County worked on within Irmo pursuant to the IGA, and accepts those roads "as is." This would involve further negotiation, which the County may or may not want to undertake, and Irmo is not likely to accept such language, or may only accede to it after further modification.

Lastly, the County needs to keep in mind that if it enters into agreements such as this with Irmo, the other municipalities that lie within Richland County may want similar consideration. I do not know if the County already maintains roads in other municipalities, but even if it does, if this IGA is more favorable to Irmo than any arrangement the others may have, those municipalities may want to revisit their arrangements to ensure they are given equal consideration (which would be understandable).

Bill Malinowski

IGA APPROVED BY RICHLAND COUNTY

Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services

This agreement is entered into this ____ day of ____ 2020~~19~~¹⁸, by and between the County of Richland, the County of Lexington, bodies politic duly ~~created and existing~~ pursuant to ~~the provisions of~~ S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, ~~created and existing~~ pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

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WITNESSETH:

WHEREAS, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties; ~~the "County";~~ and

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WHEREAS, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

WHEREAS, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual; with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and

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WHEREAS, The Town of Irmo ~~is desirous~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

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WHEREAS, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

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NOW THEREFORE, in consideration of the representations set forth herein, the parties agree to as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.

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B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that ~~lies~~ in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. ~~The following determines which County will be responsible for review and inspection:~~

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1. Residential Developments - The County ~~which has the majority~~greater having more than (50) percent of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain ~~their, its~~ respective roadways and storm drainage systems as to the approved plans. ~~Coordination between the two counties will decide who has the majority of the roadway~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will ~~give a courtesy call to~~notify the other county in writing within ten (10) business days for inspection of major items, ~~such as to include~~ proof rolls, ~~etc.~~ The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County ~~with the majority~~greater having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that county's engineering standards. ~~Coordination between the two counties will decide who has the majority~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

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Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure. ~~The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once all prerequisites and~~ internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity. A Delegated Entity is defined as a local government or other governmental entity such as a tribal 72 government or Conservation District that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. Lexington County is the approved Delegated Entity for the Town of Irmo.
- ~~1-2.~~ As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with

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regard to erosion control measures, floodplain management requirements, and road access regulations.

3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.

4. The Town of Irmo will require the submittal of plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County Engineer's office for Quality Assurance and data management purposes. The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.

~~Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be forwarded-copied to Town of Irmo within ten (10) business days for distribution to applicant.~~ Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: Richland ~~County and/or~~ Lexington County Maintenance Responsibilities

A. Through its Department of Public Works, ~~the~~ Richland County will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances ~~or by the Town of Irmo.~~

~~In addition t~~Through its Department of Public Works, the Lexington County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided by either County to this Agreement will be subject to the availability of funds, labor, and equipment for ~~the that~~ County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. ~~Richland County~~ Richland and/or Lexington County. Maintenance will include:

- Pavement
- Drainage within the RAWright-of-way
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County and/or Lexington County

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With the exception of street name signs, ~~the neither~~ County will ~~not~~ provide maintenance on roads that have been taken into the State Highway System. ~~Each~~ ~~The~~ County will provide maintenance on name signs on the portion of roadways within the Town of Irmo's limits that lie within ~~its geographical territory. Richland County Richland and/or Lexington County.~~

B. ~~Each~~ ~~The~~ County will include the County roads it maintains ~~sed roads~~ within the Town of Irmo's limits ~~into~~ its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating and in Richland County by funding availability and as allocated to each District of the County per Ordinance Chapter 21.

C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 ~~&~~ and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.

The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3. -

~~The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.~~

The same level of maintenance will be provided for drainage infrastructure within the Town of Irmo's limits located within ~~Richland County Richland and/or Lexington County~~ as in the unincorporated areas of ~~Richland County Richland and/or Lexington County.~~ Maintenance will include:

- Cleaning drainage ditches.
- Cleaning and/or repairing closed storm sewers.
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation.
- Minor storm sewer installation that can be accomplished by County maintenance forces.
- Any additional maintenance deemed appropriate by Richland ~~County~~ and/or Lexington County.

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termination occurs. ~~However, the~~ The Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

~~The duration of t~~ This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

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Section Seven: Previous Agreements

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This agreement supersedes all previous agreements between the Town of Irmo and Richland County ~~for land development services.~~

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~~The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.~~

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IGA APPROVED BY RICHLAND COUNTY

IN WITNESS WHEREOF, the parties hereto ~~have hereunder caused their names to be affixed as heretofore duly authorized~~ execute this Agreement on the date first above written,

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WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services

This agreement is entered into this ____ day of ____ 2020, by and between the County of Richland, the County of Lexington, bodies politic duly pursuant to S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

WHEREAS, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties; and

WHEREAS, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

WHEREAS, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and

WHEREAS, The Town of Irmo desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

WHEREAS, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

NOW THEREFORE, in consideration of the representations set forth herein, the parties agree ~~to~~ as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

- A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.
- B. Projects Partially in Both Counties—For projects within the Town of Irmo that lies in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. The following determines which County will be responsible for review and inspection:

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3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure all prerequisites and internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity. A Delegated Entity is defined as a local government or other governmental entity such as a tribal 72 government or Conservation District that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. Lexington County is the approved Delegated Entity for the Town of Irmo.
2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site

improvements related to stormwater management, floodplain management, and road access.

4. The Town of Irmo will require the submittal of plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County Engineer's office for Quality Assurance and data management purposes. The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.

Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be copied to Town of Irmo within ten (10) business days. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: Richland and Lexington County Maintenance Responsibilities

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Through its Department of Public Works, Lexington County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided by either County to this Agreement will be subject to the availability of funds, labor, and equipment for that County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. Maintenance will include:

- Pavement
- Drainage within the right-of-way
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County or Lexington County

With the exception of street name signs, neither County will provide maintenance on roads that have been taken into the State Highway System. Each County will provide maintenance on name signs on the portion of roadways within the Town of Irmo's limits that lie within its geographical territory.

- B. Each County will include the roads it maintains within the Town of Irmo's limits in its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating and in Richland County by funding availability and as allocated to each District of the County per Ordinance Chapter 21.
- C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.

The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3.

-

The same level of maintenance will be provided for drainage infrastructure within the Town of Irmo's limits located within Richland or Lexington County as in the unincorporated areas of Richland or Lexington County. Maintenance will include:

- Cleaning drainage ditches.
- Cleaning and/or repairing closed storm sewers.
- Cleaning and/or repairing catch basins, drop inlets, junction boxes.
- Minor ditch excavation.
- Minor storm sewer installation that can be accomplished by County maintenance forces.
- Any additional maintenance deemed appropriate by Richland or Lexington County.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the Public Works Director of the County at issue.

Section Four: Funding

Richland County will assess the residents of the Town of Irmo in Richland County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland County.

Lexington County will assess the residents of the Town of Irmo in Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Lexington County.

The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by each County hereunder. The provisions of this section apply to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees
- Stormwater Utility fees

“C” funds allocated to Richland County pursuant to State law will be utilized by Richland County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. Richland County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

“C” funds allocated to Lexington County pursuant to State law will be utilized by Lexington County for road improvement projects within the corporate limits in Lexington County as well as in the unincorporated parts of Lexington County. Lexington County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

Section Five: Termination

This Agreement may be terminated by any party upon giving ninety (90) days’ notice of the intent to terminate to the non-terminating parties.

In the event the Municipality terminates this Agreement, the Counties shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. The Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

Section Seven: Previous Agreements

This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first above written,

WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____



Agenda Briefing

Prepared by: Sandra Haynes, Director

Department: Animal Services

Date Prepared: October 13, 2020

Meeting Date: October 27, 2020

Legal Review	Elizabeth McLean via email	Date:	September 09, 2020
Budget Review	James Hayes via email	Date:	September 09, 2020
Finance Review	Stacey Hamm via email	Date:	September 09, 2020
Approved for consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Development & Services		
Subject:	Animal Care Officer Title Change		

Recommended Action:

This is a Council initiated request. Should Council approve the change of "Animal Care Officer" to "Animal Services Officer," a change in the title would require concurrent changes in all other applicable areas. These areas include division name, supervisor job title, and all references within the ordinance.

Motion Requested:

1. Move to change the division name of "Animal Care" to "Animal Services." Change the title of "Animal Care Supervisor" to "Animal Services Supervisor." Change the title of "Animal Care Officer" to "Animal Services Officer;" or,
2. Do not change the titles of the Animal Care Division

Request for Council Reconsideration: Yes

Fiscal Impact:

There would be an estimated minimum fiscal impact of less than \$2,000.00. Uniform apparel bearing the title and division name will require the purchase of new items.

Comment from Dwight Hanna, Director of Human Resources:

Good Afternoon Director Haynes,

HRSD would be able to absorb all costs associated with [name change] for documentation relating to HR, into our normal work processes, without needing any additional funding

Motion of Origin:

I propose the change of the Animal Care Officer's official title to that of "Animal Services Officer" within our county's ordinances." Animal Care Officer "tends to be a bit confusing for those in the public who do not fully understand what they do, and "Animal Control Officer" tends to have a derogatory connotation. The field of animal welfare/care has dramatically changed within recent years. The title of "Animal Services Officer" offers a broader understanding of what their duties entail.

Council Member	Bill Malinowski, District 1
Meeting	Special Called Meeting
Date	May 05, 2020

Discussion:

County Council could take the National Animal Control Association's full name for a department name: Department of Animal Care and Control. This title offers a more general idea of the services the division provides.

The title of Animal Control is the most common title for department/divisions/officers. Animal Control Officers strive to serve the public as the frontline defense to protect humans and animals' health and safety. What is derogatory is the term "dog catcher."

Animal Care Officer input

	<i>Division Name</i>	<i>Title</i>
<i>Officer 1</i>	<i>Animal Care and Control</i>	<i>Animal Care and Control Officer</i>
<i>Officer 2</i>	<i>Animal Control or Animal Services</i>	<i>Animal Control or Services Officer</i>
<i>Officer 3</i>	<i>Animal Services</i>	<i>Animal Services Officer</i>
<i>Officer 4</i>	<i>Animal Care and Control</i>	<i>Animal Care and Control Officer</i>
<i>Officer 5</i>	<i>Animal Control or Animal Services</i>	<i>Animal Control or Animal Services</i>
<i>Officer 6</i>	<i>Animal Care and Control</i>	<i>Animal Care and Control Officer</i>

Attachments:

1. Briefing document – Development and Services meeting 06/23/2020
2. Animal Care Officer job description



Agenda Briefing

Prepared by: Sandra Hayes, Director

Department: Animal Services

Date Prepared: June 01, 2020

Meeting Date: June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 17, 2020
Budget Review	James Hayes via email	Date:	June 17, 2020
Finance Review	Stacey Hamm via email	Date:	June 15, 2020
Human Resources Review	Dwight Hanna via email	Date:	June 04, 2020
Approved for consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Development & Services		
Subject:	Animal Welfare Officer		

Recommended Action:

This is a Council initiated request. Should Council approve the change of “Animal Care Officer” to “Animal Welfare Officer”, a change in the title would require concurrent changes in all other applicable areas. These areas include division name, supervisor job title, and all references within the ordinance.

Motion Requested:

1. Move to approve change the name of the job title “Animal Care Officer” to “Animal Welfare Officer”
2. Move to deny the proposed change the name of the job title “Animal Care Officer to Animal Welfare Officer”

Request for Council Reconsideration: Yes

Fiscal Impact:

Undetermined.

Motion of Origin:

I propose the change of the Animal Care Officer’s official title to that of “Animal Welfare Officer” within our county’s ordinances. “Animal Care Officer” tends to be a bit confusing for those in the public who do not fully understand what they do, and “Animal Control Officer” tends to have a derogatory connotation. The field of animal welfare/care has dramatically changed within recent years. A title of “Animal Welfare Officer” offers a broader understanding of what their duties entail.

Council Member	Bill Malinowski District 1
Meeting	Special Called meeting
Date	May 5, 2020

Discussion:

Additional information provided by Councilmember Malinowski on May 29, 2020:

“Animal Care Officer” (ACO) tends to be a bit confusing for those in the public who do not fully understand what these personnel do. ACO to some tends to have a derogatory connotation.

The field of animal welfare has dramatically changed within recent years. A title of “Animal Welfare Officer” offers a broader understanding of what their duties entail. They are not simply Disney’s “dog catchers” that pick up strays and take them to “the pound.”

Yes, they pick up strays, but they also conduct humane investigations into animal welfare, seeking justice for abused, neglected and abandoned animals. In doing so these personnel write extensively detailed narratives, face violators in court, and deal with sick and highly aggressive or dangerous animals. They conduct animal bite investigations and quarantines, educate the public, and teach people how to fulfill their responsibility to their pets, as well as their neighbors. They remove animals from homes of suicides, homicides and natural deaths, often in which they must see or work around the bodies. They remove injured or aggressive animals from the scenes of car accidents or collisions that result in an animal being struck by a motor vehicle.

These careers in animal welfare go beyond what comes to mind when you hear “animal control.” I feel the title of Animal Welfare Officer would help ease the tension between this department and the public, and will help offer a better understanding of what this agency does in representing Richland County.

Bill Malinowski

Dwight Hanna, Director of Human Resources, has advised that if there is only a name change there would only be a need to make changes that reference "Animal Care" in these areas : Job Title, Job Description, Job Classification, Department Title. Otherwise, any changes to the actual job description would need to be reflected. Furthermore, if changes to the job description will alter more than 30% of the current job description there would possibly be a need to change the job's classification as well. Human Resources has also advised that the most common job sector title for services provided by Animal Care is "Animal Services". Other commonly used names include: Animal Care, Animal Control, Animal Welfare and Public Animal Welfare Services (PAWS)

According to the National Animal Control Association the most common job titles for field operations are: Animal Control Officer, Humane Officer, Cruelty Investigator.

Some of the pros and cons of the position provided by NACA:

Pros

- The ability to protect pets and people
- There are opportunities to rescue animals from cruelty situations and prosecute the individuals who often torture and abuse animals
- It is gratifying to assure that impounded animals are being provided the proper and humane care at the shelter, until the pet owner reclaims them or until they are hopefully adopted
- Animal Control work is NEVER dull, and the challenges are never-ending.
- Unusual animal calls offer a variety of work and provides excitement to meet unexpected challenges.

Cons

- It is frustrating to know you often satisfy the person making a complaint but make the pet owner angry when you do your job.
- The general public often does not understand the need for animal control enforcement until it is their child that is bitten by a dog or their pet is attacked.
- Pets evoke tremendous emotions in people so Animal Control workers often observe otherwise “decent” people at their very worst attitudes and conduct when the officer impounds their pet or issues them a citation.
- Many People still do not believe, or won’t accept the realities of pet overpopulation and blame Animal Control for killing animals instead of those who create the problem.
- Animal Control workers suffer tremendous stress from verbal and physical abuse from citizens, depression from animal euthanasia, and are susceptible to communicable diseases and serious injuries from both animals and humans.
- Animal Control positions require a willingness to work long hours and be on-call, nights, weekends and holidays to answer emergency calls for service.

A change in job title from “Animal Care Officer” to “Animal Welfare Officer” will not change essential tasks or experience requirement of the position. There will be no impact to the operations or the structure of the department. Uniform apparel bearing title and/or division name will require the purchase of new items. The total cost is undetermined.

Attachments:

1. Animal Care Officer Job Description

**RICHLAND COUNTY, SOUTH CAROLINA
CLASS DESCRIPTION
2017**

**CLASS TITLE: ANIMAL CARE OFFICER
ANIMAL CARE DIVISION**

GENERAL DESCRIPTION OF CLASS

The purpose of the class is to enforce ordinances governing the care and keeping of domestic animals and livestock in an effort to maintain public safety and welfare, and to perform related work as required. This class works according to some procedures but is expected to exercise considerable initiative to work independently in the field and is expected to organize work assignments to respond to a maximum number of calls. Work is reviewed regularly by supervisor.

ESSENTIAL TASKS

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

Uses considerable tact and de-escalation techniques when dealing with irate citizens.

Patrols areas of the County on foot or in assigned vehicles to detect violations of laws and ordinances pertaining to animal control.

Investigates reports of animal complaints; document responses; collects evidence; files charges as appropriate; prepares cases for prosecution and provides courtroom testimony.

Responds to calls regarding stray, vicious and/or diseased animals; responds to calls regarding animal bites; performs preliminary investigations.

Mediates animal complaints between citizens when appropriate.

Captures and transports stray, sick, injured or potentially rabid animals to the shelter for appropriate processing, care and treatment, and quarantine as necessary.

Determines breeds of animals for proper classification.

Assists in performing euthanasia.

Picks up and properly disposes of animal carcasses.

Assists law enforcement personnel in situations involving animals as requested.

Issues warnings and citations for violations of ordinances governing the care and keeping of animals and conducts follow-ups when necessary.

Provides public education regarding animal control; explains ordinances related to the care and keeping of animals; and assists in the performance of community sweeps.

Creates affidavits for petition hearings and search warrants in compliance with County ordinance.

Performs dispatching duties when necessary.

CLASS TITLE: ANIMAL CARE OFFICER

Maintains assigned vehicles and equipment.

Maintains records of daily work activities.

Performs routine clerical duties as required, including but not limited to greeting and assisting customers, preparing forms, answering the telephone, copying and filing documents, etc.

Operates a vehicle, traps, restraining / capture devices, two-way radio, hand tools, telephone, etc.; exercises care and safety in the use and maintenance of assigned vehicle and equipment.

Attends training, meetings, workshops, etc., as necessary to maintain job knowledge, skills and required certifications.

Works on call 24 hours per day as scheduled.

Maintains a working relationship with external customers, to include but not limited to staff members of the City shelter, veterinarians, DHEC, and law enforcement personnel.

Must be proficient in Microsoft Office.

INVOLVEMENT WITH DATA, PEOPLE, AND THINGS

DATA INVOLVEMENT:

Requires gathering, organizing, analyzing, examining or evaluating data or information and may prescribe action based on such data or information.

PEOPLE INVOLVEMENT:

Requires persuading or influencing others in favor of a service, point of view, or course of action; may enforce laws, rules, regulations or ordinances.

INVOLVEMENT WITH THINGS:

Requires handling or using machines requiring moderate instruction and experience such as computers, cameras, animal control equipment, chemical immobilization rifle, etc.

COGNITIVE REQUIREMENTS

REASONING REQUIREMENTS:

Requires performing skilled work involving rules/systems with almost constant problem-solving.

MATHEMATICAL REQUIREMENTS:

Requires using addition and subtraction, multiplication and division, and/or calculating ratios, rates and percentages.

LANGUAGE REQUIREMENTS:

CLASS TITLE: ANIMAL CARE OFFICER

Requires reading technical instructions, procedures, manuals and charts to solve practical problems; composing routine reports and specialized reports, forms and business letters with proper format; speaking compound sentences using normal grammar and word form.

MENTAL REQUIREMENTS:

Requires doing clerical, manual or technical tasks requiring a wide range of procedures and requiring intensive understanding of a restricted field or complete familiarity with the functions of a unit or small division of an operating agency; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

VOCATIONAL/EDUCATIONAL AND EXPERIENCE PREPARATION

VOCATIONAL/EDUCATIONAL PREPARATION:

Requires high school diploma, GED or specialized vocational training.

SPECIAL CERTIFICATIONS AND LICENSES:

Must possess a valid state driver's license.

Must possess or be able to obtain Animal Control certification; may be required to possess or obtain other certifications as deemed necessary by department head.

EXPERIENCE REQUIREMENTS:

Requires over six months and up to and including one year.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

PHYSICAL AND DEXTERITY REQUIREMENTS:

Requires medium-to-heavy work that involves walking, standing, stooping, lifting, climbing, pushing or raising objects and also involves exerting between 20 and 50 pounds of force on a recurring basis and 50 to 100 pounds of force on an occasional basis. Requires routine keyboard operations.

ENVIRONMENTAL HAZARDS:

The job may risk exposure to bright/dim light, dusts and pollen, extreme heat and/or cold, wet or humid conditions, animals/wildlife, fumes and/or noxious odors, traffic, heights, disease/pathogens, toxic/caustic chemicals, violence.

SENSORY REQUIREMENTS:

The job requires normal visual acuity and field of vision, hearing and speaking abilities, depth and color perception.

JUDGMENTS AND DECISIONS

JUDGMENTS AND DECISIONS:

CLASS TITLE: ANIMAL CARE OFFICER

Responsible for guiding others, requiring frequent decisions affecting co-workers, customers and others who depend on the service or product; works in a somewhat fluid environment with rules and procedures but with many variations from the routine.

ADA COMPLIANCE

Richland County is an Equal Opportunity Employer. ADA requires the County to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.



Agenda Briefing

Prepared by: Brad Farrar

Department: Legal

Date Prepared: September 11, 2020

Meeting Date: October 27, 2020

Budget Review	James Hayes via email	Date:	October 13, 2020
Finance Review	Stacey Hamm via email	Date:	October 14, 2020
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Road Closing Petition (Sloan Street)		

Recommended Action:

Staff recommends that Council review the Petition and determine whether or not to consent to the Petition to close the subject roadway or direct the Legal Department to contest the Petition if there is any objection to its closure.

Motion Requested:

1. Move to consent to the Petition; or
2. Move to object to the Petition and oppose the requested road closing.

Request for Council Reconsideration: No.

Fiscal Impact:

There is no associated fiscal impact.

Motion of Origin:

There is no Council motion of origin. The matter comes before Council due to the court filing naming Richland County as a Respondent.

Council Member	
Meeting	
Date	

Discussion:

Richland County is a named Respondent in the attached Petition to Close Public Road (Sloan Street). Upon information and belief, Sloan Street is within the City of Columbia and is not maintained by Richland County.

Richland County Code of Ordinances (Roads, Highways and Bridges) subsection 21-14(a) requires the County Attorney to consult with and obtain approval from Planning, Public Works and Emergency Services prior to making a recommendation for disposition of a road closing petition:

“Sec. 21-14. Abandonment of public roads and right-of-ways.

(a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The county attorney may submit such petition on behalf of the county if so directed by county council.”

The Staff review required by 21-14(a) has been completed, and there is no staff objection to the request set forth in the Petition.

Attachment:

1. Close Petition to Public Road (Sloan Street)

20-LT-0155

D'ALBERTO & GRAHAM

ATTORNEYS & ADVISORS

508 MEETING STREET
WEST COLUMBIA, SC
803.764.3919

Attachment 1

RECEIVED

2020 SEP -3 PM 12:48

RICHLAND COUNTY
ADMINISTRATOR'S OFFICE
September 1, 2020

RECEIVED

FROM THE
ADMINISTRATOR'S OFFICE

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED RESTRICTED DELIVERY

Richland County
Administrator
c/o Leonardo Brown
2020 Hampton Street
Suite 4069
Columbia, SC 29204

City of Columbia
c/o Erika D. Moore
Hammond, City Clerk
1737 Main Street
Columbia, SC 29201

South Carolina Department
of Transportation
c/o Linda McDonald
955 Park Street
Columbia, SC 29201

Re: CDG Rosewood LLC v. Rosewood Baptist Church, et al.
C/A: 2020-CP-40-01833

Dear Sir or Madam:

Enclosed and hereby served upon you please find a copy of the Summons, Petition to Close Sloan Street, and exhibits that were filed with the Richland County Court of Common Pleas.

We would like to file a Consent Order with the Court showing that all Defendants do not object to the Closure Plan. We are getting affidavits executed by the adjoining property owners to attach to the proposed consent order stating they do not object to the Closure Plan. Please give me a call to discuss. Thank you.

Sincerely,

Ryan J. Patane
Attorney at Law

RECEIVED
2020 SEP -3 PM 1:03
RICHLAND COUNTY
ATTORNEY OFFICE

RJP:rjp
Enclosures

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A NUMBER: 2020-CP-40-_____

CDG Rosewood LLC, a South Carolina
limited liability company,
Petitioner,
vs.

Rosewood Baptist Church, Andrea
Cornelius, Tanisha Dawkins, Linda
Michelle Jordan, William Eric Jordan,
Joanne K Thompson, Thomas S.
McManus, Krystal Marie, Daniel T
Silvester, T Kristen Mackey, Wendell W
Whittington, Jr., Kristopher Brooks
Thompson, Adam Schor, Leah Doberne-
Schor, SFR3 002 LLC, City of Columbia,
Richland County, and South Carolina
Department of Transportation,

Respondents.

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

{signature page immediately following}

Respectfully Submitted,

D'ALBERTO & GRAHAM, LLC

s/Ryan J. Patane

Daniel R. D'Alberto, SC Bar # 73607

dan.dalberto@dalbertograham.com

Ryan J. Patane, SC Bar # 103116

ryan.patane@dalbertograham.com

508 Meeting Street

West Columbia, SC 29169

Post Office Box 433

Columbia, South Carolina 29202

Phone: 803.764.3919

Attorneys for Petitioner

Columbia, South Carolina

August 27, 2020

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A NUMBER: 2020-CP-40-_____

CDG Rosewood LLC, a South Carolina
limited liability company,

Petitioner,

vs.

Rosewood Baptist Church, Andrea
Cornelius, Tanisha Dawkins, Linda
Michelle Jordan, William Eric Jordan,
Joanne K Thompson, Thomas S.
McManus, Krystal Marie, Daniel T
Silvester, T Kristen Mackey, Wendell W
Whittington, Jr., Kristopher Brooks
Thompson, Adam Schor, Leah Doberne-
Schor, SFR3 002 LLC, City of Columbia,
Richland County, and South Carolina
Department of Transportation,

Respondents.

**PETITION TO CLOSE PUBLIC ROAD
(SLOAN STREET)**

Petitioner would respectfully show unto this Court that:

1. Petitioner CDG Rosewood LLC is a South Carolina limited liability company whose residence was and is at all times mentioned herein in the State of South Carolina and is therefore subject to the jurisdiction of this Court. Petitioner brings this action pursuant to S.C. Code Ann. § 57-9-10, *et seq.*

2. Petitioner CDG Rosewood LLC owns real property abutting Sloan Street and is more fully described in that certain deed recorded on January 22, 2020, in Deed Book 2463 at page 2517, TMS #11314-09-09.

3. Respondent Rosewood Baptist Church is a domestic nonprofit entity incorporated in the state of South Carolina who owns real property abutting Sloan Street and is more fully

described in that certain deed recorded on September 26, 1967, in Deed Book D-85 at page 295, TMS #11314-08-08.

4. Upon information and belief, Respondent Andrea Cornelius is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot A, as more fully described in that certain deed recorded on July 24, 2020, in Deed Book 2511 at page 3992, TMS # R11314-09-08.

5. Upon information and belief, Respondent Tanisha Dawkins is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot A, as more fully described in that certain deed recorded on July 24, 2020, in Deed Book 2511 at page 3992, TMS # R11314-09-08.

6. Upon information and belief, Respondent Linda Michelle Jordan is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot B, as more fully described in that certain deed recorded on March 31, 2020, in Deed Book 2480 at page 3416, TMS # R11314-09-07.

7. Upon information and belief, Respondent William Eric Jordan is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot B, as more fully described in that certain deed recorded on March 31, 2020, in Deed Book 2480 at page 3416, TMS # R11314-09-07.

8. Upon information and belief, Respondent Joanne K Thompson is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot 38, 39 & PT 37,40 BLK 7, as more fully described in that certain deed recorded on September 24, 1997, in Deed Book D1408 at page 906 along with the deed recorded on December 17, 2007 in Deed Book 1384 at page 2246, TMS # R11314-09-06.

9. Upon information and belief, Respondent Thomas S. McManus is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 35,36 & PT LT 37, as more fully described in that certain deed recorded on January 19, 2012, in Deed Book 1734 at page 3196, TMS # R11314-09-05.

10. Upon information and belief, Respondent Krystal Marie is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 35,36 & PT LT 37, as more fully described in that certain deed recorded on January 19, 2012, in Deed Book 1734 at page 3196, TMS # R11314-09-05.

11. Upon information and belief, Respondent Daniel T. Silvester is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Parcel B, as more fully described in that certain deed recorded on December 11, 2018, in Deed Book 2356 at page 907 which was rerecorded on December 13, 2018 in Deed Book 2357 at page 203 to correct a scrivener's error, TMS # R11314-09-18.

12. Upon information and belief, Respondent T Kristen Mackey is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Parcel B, as more fully described in that certain deed recorded on December 11, 2018, in Deed Book 2356 at page 907 which was rerecorded on December 13, 2018 in Deed Book 2357 at page 203 to correct a scrivener's error, TMS # R11314-09-18.

13. Upon information and belief, Respondent Wendell W Whittington, Jr., is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 31,32,33,34 BLK 7, and located on Burney Drive as more fully described in that certain deed recorded in 1983, in Deed Book D644 at page 209, TMS # R11314-09-04.

14. Upon information and belief, Respondent Kristopher Brooks Thompson is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and located on Burney Drive and known as Lots 15,16,17 BLK 8, as more fully described in that certain deed recorded on July 25, 2016, in Deed Book 2132 at page 124, TMS # R11314-08-01.

15. Upon information and belief, Respondent Adam Schor is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 11 thru 14, Block 8, as more fully described in that certain deed recorded on April 30, 2018, in Deed Book 2298 at page 3971, TMS # R11314-08-09.

16. Upon information and belief, Respondent Leah Doberne-Schor is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 11 thru 14, Block 8, as more fully described in that certain deed recorded on April 30, 2018, in Deed Book 2298 at page 3971, TMS # R11314-08-09.

17. Upon information and belief, Respondent SFR3 002 LLC is a business authorized to transact business in South Carolina and owns real property abutting Sloan Street as more fully described in that certain deed recorded on January 3, 2019, in Deed Book 2362 at page 2487, TMS # R11314-08-10.

18. Upon information and belief, Respondent City of Columbia is a municipality in the State of South Carolina and is subject to the jurisdiction of this Court.

19. Upon information and belief, Sloan Street is within the City of Columbia.

20. Upon information and belief, Respondent Richland County is a governmental entity established and operating pursuant to state law. Upon information and belief, Sloan Street is within the County of Richland and Richland County Department of Public Works maintains or maintained Sloan Street as part of its road system.

21. Upon information and belief, Respondent South Carolina Department of Transportation is a governmental entity established and operating pursuant to state law. Upon information and belief, Respondent South Carolina Department of Public Transportation maintains or maintained Sloan Street.

22. Respondents are subject to the jurisdiction of this court and the court has subject matter jurisdiction to hear this matter.

23. Sloan Street is located in the county of Richland, north of Rosewood Drive (South Carolina Highway 16), east of S. Harden Street, and west of S. Kilbourne Road (S-95). *See Exhibit 1*, attached and incorporated by reference, which more accurately depicts the location of the portion of Sloan Street to be closed.

24. Petitioner seeks the abandonment and partial closing of Sloan Street, described above, as an interested party under S.C. Code Ann. § 57-9-10. A copy of the proposed closure is attached here as **Exhibit 2** (“Closure Plan”).

25. Petitioner is informed and believes that the general public will in no way be adversely affected by the partial closing of Sloan Street as depicted on the Closure Plan.

26. Pursuant to S.C. Code Ann. § 57-9-10, *et seq.*, Petitioner has caused a notice of intention to file this Petition to be published in The Columbia Star, a newspaper in general circulation published in Richland County, once a week for three (3) consecutive weeks. A copy of the notice is attached here as **Exhibit 3**. In addition, Petitioner has provided notice of its intention to file this Petition to close to all adjoining property owners via return receipt. Petitioner has also posted notice along Sloan Street.

27. Petitioner is informed and believes that upon the partial abandonment and partial closing of Sloan Street, as described above and as set forth in the Closure Plan, the Court should,

pursuant to S.C. Code Ann. § 57-9-20, confirm that Petitioner holds fee simple title to the closed section of Sloan Street abutting its property.

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WHEREFORE, Petitioner prays as follows:

A. That Sloan Street, as more fully described above, be forever legally partially abandoned and partially closed, unencumbered by the rights of the public to use that portion of Sloan Street;

B. That any and all rights the general public may have in and to that portion of Sloan Street be forever barred;

C. That Petitioner holds fee simple title to the closed section of Sloan Street abutting its property;

D. That Petitioner be confirmed to hold any easement rights in and to the land encompassed by Sloan Street, such easement rights not being affected by the partial closing of the road and/or the conveyance of fee simple title to Respondents herein;

E. That Respondents be confirmed to hold fee simple title to any of the respective parcels abutting Sloan Street; and

F. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,

D'ALBERTO & GRAHAM, LLC

s/Ryan J. Patane

Daniel R. D'Alberto, SC Bar # 73607

dan.dalberto@dalbertograham.com

Ryan J. Patane, SC Bar # 103116

ryan.patane@dalbertograham.com

508 Meeting Street

West Columbia, SC 29169

Post Office Box 433

Columbia, South Carolina 29202

Phone: 803.764.3919

Attorneys for Petitioner

Columbia, South Carolina
August 27, 2020



THE COLUMBIA STAR

COLUMBIA, SOUTH CAROLINA

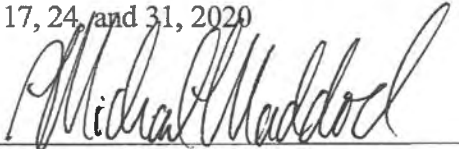
State of South Carolina
County of Richland

Personally appeared before me,
J. MICHAEL MADDOCK,
PUBLISHER OF THE COLUMBIA STAR,
who makes oath that the advertisement

NOTICE OF INTENTION TO FILE A PETITION TO CLOSE A PORTION OF SLOAN STREET IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

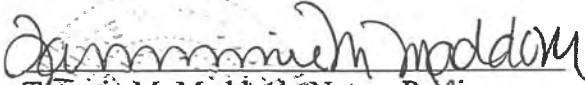
a clipping of which is attached hereto, was printed in
THE COLUMBIA STAR, a weekly newspaper of
general circulation published in the City of Columbia,
State and County aforesaid, in the issues of

July 17, 24, and 31, 2020

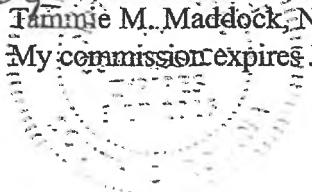


J. Michael Maddock, Publisher

Sworn to before me on this
31st day of July, 2020



Tammy M. Maddock, Notary Public
My commission expires June 27, 2026



NOTICE OF
INTENTION TO FILE
A PETITION TO
CLOSE A PORTION
OF SLOAN STREET IN
THE CITY OF
COLUMBIA,
RICHLAND COUNTY,
SOUTH CAROLINA
TO ALL INTERESTED
PARTIES:
YOU WILL PLEASE
TAKE NOTICE that the
undersigned intends to
file a Petition in the Court
of Common Pleas for
Richland County, State of
South Carolina, to close a
portion of Sloan Street
(Road No. S-233) pursuant
to S.C. Code Ann. § 57-9-
10. The portion of Sloan
Street to be closed begins
at the intersection of
Sloan Street and
Rosewood Drive. This portion
of Sloan Street is
abuttet by tracts with Tax
Map Numbers 11314-09-
09 and 11314-08-08. The
portion of Sloan Street to
be closed begins at the
intersection of Sloan
Street and Rosewood
Drive (SC-16) running
North between Tax Map
Numbers R11314-09-09
and R11314-08-08 for
approximately two hun-
dred thirty-nine (239) feet
until the Southern bound-
ary line of Tax Map
Number R11314-09-08.
RYAN J. PATANE,
ESQUIRE
D'ALBERTO & GRA-
HAM, LLC, Post Office
Box 433
COLUMBIA, SC 29202



Agenda Briefing

Prepared by: John M. Thompson, Ph.D., MBA, CPM, Assistant County Administrator

Department: Administration

Date Prepared: August 25, 2020

Meeting Date: October 27, 2020

Legal Review	Larry Smith via email	Date:	September 18, 2020
Budget Review	James Hayes via email	Date:	September 14, 2020
Finance Review	Stacey Hamm via email	Date:	September 14, 2020
Utilities Review	Bill Davis via email	Date:	September 18, 2020
Risk Management Review	Brittney Terry via email	Date:	September 14, 2020
Register of Deeds Review	John Hopkins via email	Date:	September 18, 2020
Approved for Consideration:	County Administrator		Leonardo Brown, MBA, CPM

Committee Development & Services

Subject: Transfer of Ownership of Water Lines from the City of Columbia to PRISMA Health

Recommended Action:

There are two recommendations for the County Council’s consideration.

1. Accept PRISMA Health’s request to operate a water well and acquire ownership of water lines located at the PRISMA Health Richland Campus, which is located at 5 Richland Medical Park, Columbia, South Carolina 29203, from the City of Columbia to PRISMA Health.
2. Reject PRISMA Health’s request to operate a water well and to acquire ownership of water lines located at the PRISMA Health Richland Campus, which is located at 5 Richland Medical Park, Columbia, South Carolina 29203, from the City of Columbia to PRISMA Health.

Motion Requested:

Move to accept one of the aforementioned recommendations.

Request for Council Reconsideration: Yes

Fiscal Impact:

Based on PRISMA Health’s letter to Richland County, there is no fiscal impact to Richland County as PRISMA Health assumes full responsibility for acquiring and maintaining the water lines from the City of Columbia. (See attached letter) Moreover, Richland County will not be responsible for any liability pertaining to the transfer of ownership of the water lines from the City of Columbia to PRISMA Health based on PRISMA Health’s Release and Indemnity Agreement that it has given to Richland County. (See attached hold harmless agreement) Based on a review from County Attorney Larry Smith on September 11, 2020, he advised that he has, “no legal concern with the proposed Indemnity and Release Agreement”. (See attached e-mail communication) Additionally, the Budget, Finance, and Utilities Departments have no concerns regarding PRISMA’s proposed acquisition of water lines from the City of Columbia.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On August 14, 2020, Tom Freshwater, director of Engineering at PRISMA Health, contacted the Ombudsman’s Office regarding the health system’s request to acquire ownership of the water lines on the PRISMA Health Richland Campus, which is located at 5 Richland Medical Park, Columbia, South Carolina 29203.

On August 19, 2020, Mr. Freshwater e-mailed Dr. John Thompson a formal request from PRISMA Health regarding its desire to acquire water lines located on the property of 5 Richland Medical Park from the City of Columbia. (See attached letter) In the letter, Mr. Freshwater explained that the 2015 flood caused the medical facility to experience a loss of water supply. Consequently, PRISMA Health Richland worked with various stakeholders including the South Carolina Department of Health and Environmental Control and the City of Columbia to install a water well on its campus. The water well is a supplement to the normal water supply from the City of Columbia that would activate during interruptions to the water flow that it receives from the City.

As part of the process to operate the well, the City of Columbia requested that PRISMA Health obtain approval from Richland County because the County is the owner of certain real property and leases the property to PRISMA Health pursuant to the Memorandum of Lease dated February 9, 1998. (See attached lease agreement, amendment to the lease, deed, and utilities agreement) Moreover, PRISMA Health and the City of Columbia negotiated a transfer of ownership of the affected water lines on the PRISMA Health Richland campus from the City of Columbia to PRISMA Health. (See attached record drawing) Mr. Freshwater’s letter notes the following, “Practically, this means that PRISMA Health will be responsible for all maintenance costs associated with these sections of water lines in the future. PRISMA Health fully understands and agree to this – ie, being responsible for the maintenance and repair costs associated with the piping.”

Attachments:

1. PRISMA Health’s Letter to Richland County
2. PRISMA Health’s Release and Indemnity Agreement
3. Lease
4. Amendment to Lease
5. Deed to 5 Medical Park
6. Utilities, Access and Parking Easement Agreement
7. Overall Site Plan Record Drawing

August 19, 2020

Dr. John Thompson
Assistant County Administrator
2020 Hampton Street
Columbia, SC 29204

RE: Prisma Health Richland Water Well Piping Information

John,

Thanks for talking with me Friday afternoon last week. In follow up to that conversation, I'm sending the information that we discussed so that it can be reviewed and hopefully approved by the appropriate people at Richland County.

In summary, following the 2015 flood in Columbia and the subsequent loss of water supply for the hospital, Prisma Health Richland began working with others (including DHEC and City of Columbia) to install a water well on our campus. The purpose of the well would be to supplement the normal supply of water provided by the COC, and it could be used in case the COC water supply was ever interrupted in the future. We are now nearing the completion of the well installation, and as we approach startup, the COC has requested that Prisma Health obtain approval from Richland County (since the County owns the land that the hospital is built on) before they allow the well to be operated.

The terms of the project that we negotiated with the COC includes a transfer of ownership of the affected water lines on our campus from COC to Prisma Health. Practically, this means that Prisma Health will be responsible for all maintenance costs associated with these sections of water lines in the future. Prisma Health fully understands and agree to this – ie, being responsible for the maintenance and repair costs associated with this piping. During construction of the well, we carefully assessed the condition of the affected piping, and have already taken steps to preemptively address any piping maintenance concerns (my Engineering team has replaced several sections of piping, and abandoned/removed other sections that were no longer needed).

If the County has any concerns about potential financial responsibility for this piping, Prisma Health would be glad to provide hold-harmless documentation for Richland County regarding any future piping repair responsibility.

The well is located on the northeast corner of the Richland campus. The attached map shows the location of the well and associated piping that is in the process of being deeded by the COC to Prisma Health. Approximately 1600 ft of piping of various sizes are being deeded to Prisma Health.

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

PrismaHealth.org



We are excited about the approaching completion of this project, as it will help us to provide even more reliable patient care for the Columbia area. Per the COC requests, we are not able to proceed until approval is provided by Richland County, so a prompt review by Richland County would be greatly appreciated.

If you have any questions, please don't hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Tom Freshwater".

Tom Freshwater
Director of Engineering
Prisma Health Richland

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

PrismaHealth.org



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) RELEASE AND
) INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT is made by and between PRISMA HEALTH-MIDLANDS, f/k/a Palmetto Health Alliance (“Prisma Health”) and Richland County, South Carolina,, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County is the owner of certain real property, which property is leased to Prisma Health, pursuant to the Memorandum of Lease dated February 9, 1998 and recorded in the Richland County RMC Office in Book 10 at Page 866, as modified and assigned from time to time (the “Property”); and

WHEREAS, the City of Columbia (the “City”) previously owned and maintained certain of the water pipes and related fixtures and equipment to supply water to the Property pursuant to certain deeds and easements; and

WHEREAS, Prisma Health is in the process of installing a well water system and will assume ownership and control of only those certain water pipes and related fixtures and equipment (the “Water Pipes”) being shaded and identified as “Exterior Water Systems for Richland Memorial Hospital,” on the drawing attached hereto as Exhibit A, being page 2 of the Overall Site Plan Record Drawing for Prisma Health Richland, dated July 9, 2020, by AECOM (City File #347-16) ; and

WHEREAS, Prisma Health and the County both agree that once the Water Pipes are owned by Prisma Health, the responsibility for the Water Pipes, including all maintenance and repairs, shall be the sole responsibility of Prisma Health; and

WHEREAS, Prisma Health and the County have agreed to enter into this Release and Indemnity Agreement to memorialize their understanding.

Prisma Health–Midlands
 5 Richland Medical Park Drive
 Columbia, SC 29203-6897
 P. 803-434-7000

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agrees as follows:

1. Prisma Health hereby releases, acquits, and forever discharges the County and its current and former, officers, directors, council members, agents, servants, employees, representatives, successors, and assigns of and from all causes of action, matters, suits, liabilities, expenses and costs whatsoever, which result or may result from or are directly or indirectly related to the ownership, operation, maintenance, or repairs of the Water Pipes or Prisma Health's ownership and/or use of the Water Pipes.

2. Prisma Health hereby agrees to indemnify, defend, and hold harmless the County and its current and former officers, directors, council members, agents, servants, employees, representatives, successors and assigns of and from any and all claims that are or may be asserted against any such indemnitee by Prisma Health or any party that relates directly or indirectly to Prisma Health's use or operation of the Water Pipes.

3. Prisma Health hereby agrees that it will not seek to hold the County responsible for any maintenance, repairs, or other obligations in connection with the installation or operation of the Water Pipes.

4. This instrument shall be binding upon the undersigned, their respective heirs, executors, assigns, administrators, and legal representatives, and shall inure to the benefit of the party being released, its respective heirs, successors, assigns, and legal representatives.

5. This instrument contains the entire agreement between the parties relating to the subject matter hereof.

6. Each of the undersigned represents that it has carefully read this instrument, understands the contents hereof, has been advised by an attorney of its choice in connection herewith, and executes and delivers this instrument as its own free act and deed.

7. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

PrismaHealth.org



IN WITNESS WHEREOF, the within instrument has been duly executed and delivered this ___ day of September 2020.

PRISMA HEALTH - MIDLANDS

By: Tom Freshwater
Name: TOM FRESHWATER
Title: Prisma Health Richland, Director of Engineering

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: County Council Chair
Richland County, South Carolina

By: _____
Name: _____
Title: Clerk to County Council
Richland County, South Carolina

Prisma Health—Midlands
5 Richland Medical Park Drive
Columbia, SC 29203-6897

P. 803-434-7000

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TABLE OF CONTENTS

ARTICLE I	<u>LEASED PREMISES</u>	6
	<u>1.01 LEASING CLAUSE.</u>	6
	<u>1.02 EASEMENTS.</u>	6
	<u>1.03 NO WARRANTIES.</u>	6
	<u>1.04 CONDITION OF PROPERTY.</u>	7
ARTICLE II	<u>TERM AND POSSESSION</u>	7
	<u>2.01 INITIAL TERM.</u>	7
	<u>2.02 RENEWAL.</u>	7
	<u>2.03 HOLD-OVER TENANCY.</u>	8
ARTICLE III	<u>PERMITTED USES</u>	8
	<u>3.01 USES.</u>	8
	<u>3.02 COMPLIANCE WITH LAWS.</u>	9
	<u>3.03 EMERGENCY SERVICES.</u>	9
	<u>3.04 PUBLIC FACILITIES.</u>	9
	<u>3.05 MEDICARE AND MEDICAID.</u>	10
	<u>3.06 INDIGENT CARE.</u>	10
	<u>3.07 LICENSURE.</u>	11
	<u>3.08 MEDICAL EDUCATION AND RESEARCH.</u>	11
	<u>3.09 ENVIRONMENTAL HAZARDS.</u>	12
ARTICLE IV	<u>LEASE PAYMENTS</u>	13
	<u>4.01 ANNUAL RENTAL TO LANDLORD.</u>	13
	<u>4.02 LEASE PAYMENTS TO COUNTY.</u>	13
	<u>4.03 "NET" LEASE PAYMENTS.</u>	14
	<u>4.04 ADDITIONAL RENTAL.</u>	15
	<u>4.05 LANDLORD'S USE.</u>	15
ARTICLE V	<u>REPRESENTATIONS, WARRANTIES AND COVENANTS</u> <u>OF TENANT</u>	16
	<u>5.01 FINANCIAL REPORTS.</u>	16
	<u>5.02 REPRESENTATIONS AND WARRANTIES</u>	16
	<u>5.03 AFFIRMATIVE COVENANTS</u>	18
	<u>5.04 NEGATIVE COVENANTS</u>	18
	<u>5.05 AFFIRMATIVE OBLIGATIONS</u>	19
ARTICLE VI	<u>OTHER COSTS AND CHARGES</u>	19
	<u>6.01 OPERATING EXPENSES.</u>	19
	<u>6.02 INDEMNITY FOR REAL ESTATE TAXES.</u>	19
	<u>6.03 TENANT'S RIGHT TO CONTEST.</u>	20

ARTICLE VII	<u>ALTERATION, CONSTRUCTION, AND OWNERSHIP OF IMPROVEMENTS</u>	20
	<u>7.01 ALTERATIONS AND IMPROVEMENTS.</u>	20
	<u>7.02 TITLE TO ASSETS.</u>	21
	<u>7.03 REPAIRS AND MAINTENANCE.</u>	22
	<u>7.04 INSPECTION.</u>	23
ARTICLE VIII	<u>INDEMNIFICATION</u>	23
ARTICLE IX	<u>DEFAULT, SURRENDER, AND RE-ENTRY</u>	24
ARTICLE X	<u>REMOVAL OF TENANT'S PERSONAL EFFECTS</u>	25
ARTICLE XI	<u>OBLIGATIONS OF THE COUNTY AND THE LANDLORD</u>	26
	<u>11.01 WARRANTY OF TITLE.</u>	26
	<u>11.02 QUIET AND PEACEABLE POSSESSION.</u>	26
	<u>11.03 NO PLEDGE OF CREDIT.</u>	27
ARTICLE XII	<u>INSURANCE</u>	27
	<u>12.01 UNINSURED CASUALTY.</u>	27
	<u>12.02 INSURED CASUALTY.</u>	28
	<u>12.03 LIABILITY INSURANCE.</u>	28
	<u>12.04 PROPERTY AND BUSINESS INTERRUPTION INSURANCE.</u>	28
	<u>12.05 GENERAL PROVISIONS.</u>	29
	<u>12.06 APPLICATION OF PROCEEDS OF CASUALTY INSURANCE.</u>	30
	<u>12.07 PREMIUMS.</u>	30
	<u>12.08 RENEWAL OR NEW POLICIES.</u>	31
ARTICLE XIII	<u>ASSIGNMENT AND SUBLEASE OF TENANTS'S RIGHTS</u>	31
	<u>13.01 ASSIGNMENT.</u>	31
	<u>13.02 SUBLEASES.</u>	32
ARTICLE XIV	<u>ASSIGNMENT OF RIGHTS</u>	32
ARTICLE XV	<u>TENANT'S FAILURE TO PERFORM</u>	33
	<u>15.01 NON-WAIVER.</u>	33
ARTICLE XVI	<u>CONDEMNATION</u>	33
	<u>16.01 ENTIRE TAKING.</u>	33
	<u>16.02 PARTIAL TAKING.</u>	34
	<u>16.03 APPLICATION OF AWARD FOR FULL TAKING.</u>	34
	<u>16.04 APPLICATION OF AWARD IN PARTIAL TAKING.</u>	35
	<u>16.05 TEMPORARY POSSESSION.</u>	36
	<u>16.06 CONSENT TO SETTLEMENT.</u>	36

ARTICLE XVII	<u>TERMINATION</u>	37
ARTICLE XVIII	<u>MERGER</u>	38
ARTICLE XIX	<u>ARBITRATION</u>	38
	19.01 INTENT.	38
	19.02 NOTICE.	39
	19.03 SELECTION OF ARBITRATORS.	39
	19.04 COOPERATION OF PARTIES.	40
	19.05 JUDGMENT.	40
	19.06 CONFIDENTIALITY.	40
	19.07 RULES.	41
	19.08 EXPENSES.	41
	19.09 APPLICATION OF THIS ARTICLE.	41
ARTICLE XX	<u>DOCUMENT CONSTRUCTION</u>	41
ARTICLE XXI	<u>RELATIONSHIP OF LANDLORD AND TENANT</u>	41
ARTICLE XXII	<u>COVENANTS TO BIND SUCCESSORS</u>	41
ARTICLE XXIII	<u>MODIFICATIONS</u>	41
ARTICLE XXIV	<u>WAIVER</u>	43
ARTICLE XXV	<u>CUMULATIVE REMEDIES</u>	43
ARTICLE XXVI	<u>VENUE AND JURISDICTION</u>	43
ARTICLE XXVII	<u>ATTORNEY'S FEES</u>	43
ARTICLE XXVIII	<u>NOTICES</u>	44
ARTICLE XXIX	<u>SEVERABILITY</u>	45
ARTICLE XXX	<u>GOVERNING LAW</u>	45
ARTICLE XXXI	<u>NO INFERENCE AGAINST AUTHOR</u>	45
ARTICLE XXXII	<u>CAPTIONS AND HEADINGS</u>	46
ARTICLE XXXIII	<u>COUNTERPARTS</u>	46
ARTICLE XXXIV	<u>FORCE MAJEURE</u>	46
ARTICLE XXXV	<u>ENTIRE AGREEMENT</u>	47

ARTICLE XXXVI CERTAIN DEFINED TERMS 47
ARTICLE XXXVII MEMORANDUM OF LEASE 50

Street and all of its personal property to the County by Deed dated October 3, 1921, which Deed is recorded in the Office of the RMC for Richland County in Deed Book CG at page 201; and

WHEREAS, Act. No. 863 of 1922 designated the Board of Trustees of the Columbia Hospital of Richland County as the fiscal agents of said hospital, with power and authority by themselves, their agents and servants, to conduct, operate, manage, maintain and improve said Columbia Hospital of Richland County; and

WHEREAS, Act. No. 540 of 1947, Act. No. 638 of 1951 and Act. No. 502 of 1959 appointed the Board of Trustees of the Columbia Hospital of Richland County as the fiscal agents and servants to conduct, operate, and manage, maintain and improve the Columbia Hospital of Richland County; and

WHEREAS, Act. No. 1346 of 1964 authorized Richland County to issue up to Six Million Dollars (\$6,000,000) of general obligation bonds to construct new public hospital facilities for Richland County upon approval of the voters in Richland County; and

WHEREAS, the Columbia Hospital of Richland County entered into a contract with John C.B. Smith on July 21, 1965, to purchase Fifty (50) acres between Sunset Drive and Colonial Drive in the City of Columbia for \$12,000 per acre or Six Hundred Thousand Dollars (\$600,000) ("Contract of Sale"); and

WHEREAS, the Contract of Sale was assigned to Richland County; and

WHEREAS, John C.B. Smith and Daisy Christian Smith deeded said property, (which is more particularly described on Exhibit A attached hereto) to Richland County by Deed dated January 12, 1968, which Deed was recorded in the Office of the RMC for Richland-County in Deed Book D95 at page 83 on January 15, 1968; and

WHEREAS, in Act. No. 845 of 1967, the General Assembly authorized an additional Fourteen Million Dollars (\$14,000,000) of general obligation bonds for the purpose of providing public hospital facilities for Richland County upon approval of the voters; and

WHEREAS, Act. No. 1945 of 1972 (the "Act") stated that the hospital facilities, owned by Richland County, shall be governed and operated pursuant to the Act; that the governing body for all county-owned hospital facilities in Richland County shall be the Board of Trustees of the Richland Memorial Hospital; that the Board of Trustees of the Columbia Hospital of Richland County, as constituted, shall constitute the initial board for the Richland Memorial Hospital, and all authority and responsibilities of the Columbia Hospital Board were devolved upon the Board; and that the hospital facility located on Harden Street extension in the City of Columbia was thereby designated the Richland Memorial Hospital (the "Hospital"); and

WHEREAS, Section 4(14) of Act. No. 379 of 1973 empowers counties to enter into lease agreements with any hospital or public agency whereby the county leases hospital facilities to such hospital or public agency; and

WHEREAS, on May 12, 1981, the County received title to 4.63 acres (described on Exhibit B) by deed from the Board of School Commissioners, School District Number One, Richland County ("School District"), which Deed was recorded in the Office of the RMC for Richland County in Deed Book D575 at page 393; and

WHEREAS, the Agreement by and between County, School District and RMH stated that the "Withers School Property" [was] being sold by Richland School District Number One to Richland Memorial Hospital; that Richland Memorial Hospital will pay the sum of ... Three Hundred Twenty Five Thousand Dollars (\$325,000) to Richland School District Number One, and Richland County Council ("County Council") agreed that it would accept title to the property, for the use and benefit of the Richland Memorial Hospital, and that the land shall be used for such purposes as are determined by the Board, and upon the sale of the land, the proceeds shall at that time be conveyed to the Richland Memorial Hospital; and

WHEREAS, the Board, as the fiscal agent of County-owned hospital facilities, has purchased other real property in the name of Richland Memorial Hospital, as is more particularly described on Exhibit C; and

WHEREAS, the Board operates the Hospital as the fiscal agent of the County, and the Existing Improvements are described on attached Exhibit E (the "Existing Improvements"); and

WHEREAS, S.C. Code §§4-9-30(2) and 4-9-130(6) expressly give county councils the authority to sell, lease or contract to sell or lease real property owned by the County; and

WHEREAS, representatives of the Board met with representatives of Baptist Healthcare System of South Carolina, Inc. ("Baptist") in late 1995 and early 1996 to discuss the possibility of a combination of the operations of the Board and Baptist; and

WHEREAS, as a result of such negotiations, pursuant to resolutions of the Board and of the governing body of Baptist duly adopted, the Board and Baptist executed a Term Sheet and have undertaken to refine the terms of such combination; and

WHEREAS, the Board and Baptist have formed the Tenant as a non-profit South Carolina corporation to hold and/or lease certain assets and assume certain obligations and liabilities of the Landlord, the County and Baptist and to consolidate the operations of the health care facilities and services provided by each under the terms of a Pre-Incorporation and Joint Operating Agreement among the Landlord and Baptist (as amended or supplemented from time to time in accordance with its terms, the "Operating Agreement"); and

WHEREAS, as a part of the implementation of such combination, the Landlord has requested the County to execute and deliver this Lease; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

ARTICLE I

LEASED PREMISES

1.01 LEASING CLAUSE.

(A) The County and the Board do hereby lease, to the extent of their respective interests therein, to the Tenant and the Tenant does hereby lease from the County and/or the Board, the real property in Richland County, South Carolina, titled in the name of the County, more particularly described on Exhibit A and Exhibit B attached hereto and made a part hereof, together with all Existing Improvements located thereon, (the "Hospital Land") and the real property in Richland County, South Carolina, titled in the name of Richland Memorial Hospital, more particularly described on Exhibit C attached hereto and made a part hereof, together with all Improvements located thereon ("Related Premises").

(B) The real property Improvements described in Exhibits A, B, C and E are hereinafter collectively referred to as the "Leased Premises."

1.02 EASEMENTS. Also included in the Leased Premises are any easements, rights-of-way, and any other similar rights ("Easements") of the County and/or the Landlord and any such rights which may hereafter be acquired by the County and/or the Landlord within the boundaries of the Leased Premises; however, both the County and the Landlord reserve the right (for themselves and their designees) to utilize said Easements for the purposes for which they were granted.

1.03 NO WARRANTIES. Except as stated herein and without in any manner limiting or impairing the County's or the Landlord's representations and warranties set forth in this

Lease, including, without limitation, Section 11.01 hereof and in any other documents entered into by the parties, TENANT ACKNOWLEDGES AND AGREES THAT THE LEASED PREMISES ARE BEING LEASED TO TENANT AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOTH THE COUNTY AND THE BOARD EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES.

1.04 CONDITION OF PROPERTY. Tenant's entry into, and taking possession of, the Leased Premises shall constitute Tenant's acknowledgment that the Leased Premises are in good and tenantable condition at the beginning of the term hereof and that it accepts the same in "as is" condition. Accordingly, neither the County nor Landlord shall be under any duty to make any alterations or repairs to the Leased Premises during the Lease Term.

ARTICLE II

TERM AND POSSESSION

2.01 INITIAL TERM. This Lease shall commence on February ____, 1998, and shall run an initial term of Thirty-five (35) years thereafter, plus an additional partial year so that the initial term shall expire on December 31, 2033.

2.02 RENEWAL. This Lease shall automatically be extended for a period of five (5) years contemporaneously with the fifth (5th), the tenth (10th) and the fifteenth (15th) anniversary date of the Commencement Date of this Lease unless either the County, Landlord or Tenant

shall give written notice to the contrary at least ninety (90) days and not more than one hundred eighty (180) days prior to each of said anniversary dates.

2.03 HOLD-OVER TENANCY. If Tenant shall remain in possession of the Leased Premises after the expiration of either the original term of this Lease or any extended term without the consent of the Landlord and the County, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a month-to-month tenancy at One Hundred Percent (100%) of the annual lease payments provided for herein applied on a pro rata basis. The month-to-month tenancy may be terminated by either the Landlord or the County at the end of any month, upon a minimum of ninety (90) days' prior written notice to Tenant.

ARTICLE III

PERMITTED USES

3.01 USES. The Leased Premises may only be used, in whole or in part, by the Tenant for the operation of an acute-care, tertiary, regional hospital system (hereinafter the "System"), including, but not limited to, hospitals, emergency services, medical education and research, long-term care facilities, home health care, hospice, assisted living facilities, retirement communities, physician practices, community outreach programs, medical clinics, rehabilitation services, ancillary medical facilities and clinical services incidental to or related thereto ("Permitted Uses"), pursuant to the Operating Agreement. No substantial portion of the Leased Premises shall be used for any purpose inconsistent with the Permitted Uses.

3.02 COMPLIANCE WITH LAWS. Tenant, at Tenant's sole cost and expense, agrees to do all things necessary to maintain the Leased Premises and Tenant's use thereof in compliance and conformity with all applicable laws, regulations, and ordinances, promulgated by any municipal, county, state or federal government, and any and all lawful requirements or orders of any properly constituted municipal, county, state or federal court, or other governmental agency, board, or commission of authority, present or future, in any way relating to the condition, use, or occupancy by Tenant of the Leased Premises. Tenant shall be obligated, at Tenant's sole expense, to obtain and keep in full force and effect all licenses and permits necessary to operate the System and its ancillary facilities and to operate at all times in compliance therewith. Tenant shall have the right, at its sole cost and expense, to contest the validity of any of the aforementioned legal requirements, applicable to the System and/or Leased Premises by appropriate legal proceedings, diligently conducted in good faith; provided, however, that Tenant's right to contest any legal requirements shall be contingent and conditioned upon Tenant posting bonds or other required security or taking any other action required by the applicable governmental authority or deemed reasonably necessary by Landlord to prevent any liens from attaching to the Leased Premises.

3.03 EMERGENCY SERVICES. The Tenant agrees that it will continuously operate and maintain, at all times, emergency services, available to the public Twenty-four (24) hours a day, Seven (7) days a week.

3.04 PUBLIC FACILITIES. The Tenant will implement and maintain a policy of making the Leased Premises available to the general public without regard or restriction to any

particular class of Persons or patients and will render needed health care services to patients without regard to age, race, color, gender, nationality, religion, creed, disability, or ability to pay.

3.05 MEDICARE AND MEDICAID. The Tenant will operate the System in a manner so as to qualify for reimbursement of charges for Medicare and Medicaid patients, and such other governmental programs (of a similar nature) as may be adopted by the federal or state governments during the Lease Term; except where the cost of qualifying for reimbursement exceeds the amount of such reimbursement that can reasonably be expected (the "Governmental Programs"); and will agree to continue to accept such Medicare and Medicaid patients on substantially the same terms and conditions as they were accepted by the Landlord just prior to execution of this Lease.

3.06 INDIGENT CARE.

(A) Tenant acknowledges that the County and the Landlord have certain obligations under South Carolina and federal law to provide health care for Persons who are unable to pay for such care ("Indigent Patients").

(B) Tenant will continue to serve the citizens of Richland County regardless of ability to pay. No medically necessary services will ever be refused or deferred because of the patient's inability to pay. In addition, the bills of those patients with no third-party coverage whose income for their size family falls at or below the Federal Poverty Guidelines and whose net real property value is not over \$35,000 will be written off as Indigent Care.

(C) In consideration of the tenancy conveyed by the County and the Landlord to the Tenant hereunder, the Tenant hereby agrees to provide, and bear all the costs associated with the provision of, all health care services legally required to be provided by the County or the Landlord to Indigent Patients during the term of this Lease. The Tenant hereby releases the County and the Landlord, their respective successors, assigns, agents, members, trustees and representatives (collectively the "Indemnified Parties") from all costs and expenses the Indemnified Parties may incur during the Lease Term, and hereby agrees to indemnify the Indemnified Parties from all costs, expenses, claims, fines, impositions, judgments and other outlays arising from the obligation or asserted obligation of the Indemnified Parties to provide health care services to Indigent Patients.

3.07 LICENSURE. The Tenant will verify, and continue to verify, that the Hospital is licensed by the South Carolina Department of Health and Environmental Control and such other governmental entities as may be required by applicable law. Tenant acknowledges that the Landlord currently has in place all licenses, permits and approvals required by law or necessary for the operation of the System or its participation in any Governmental Program. Tenant agrees that it will continuously maintain in place all licenses, permits and approvals required by law or necessary for the operation of the System or its participation in any Governmental Program (Tenant has elected to participate in) during the Lease Term.

3.08 MEDICAL EDUCATION AND RESEARCH. Tenant shall use its best efforts to continue and to coordinate the System's and the Landlord's medical education and research programs with the University of South Carolina's ("University") (and/or other educational

institutions) academic and research programs. In addition, in performing such functions, Tenant shall use its best efforts to establish good cooperative relationships with the University faculty, community physicians, and with the community generally. Tenant agrees to use its best efforts (so long as it promotes the economic interest of the System) to continue participation by the System in undergraduate and graduate medical education and allied health education programs.

3.09 ENVIRONMENTAL HAZARDS. Tenant shall, in the operation of the System, comply with and shall require its assignees and sublessees to comply with all federal, state and local laws and regulations related to the Leased Premises or any portion thereof, concerning pollution and/or protection of the environment, public health and safety and/or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases, of pollutants, contaminants, or chemical, industrial, hazardous, medical, nuclear or toxic materials or wastes into ambient air, surface, water, ground water, or lands or otherwise relating to the distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, medical, nuclear or toxic materials or wastes including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Occupational Safety and Health Act of 1970, the South Carolina Pollution Control Act, the Federal Water Pollution Control Act, the Hazardous Waste Management Act, and DHEC Hazardous Waste Management regulations.

ARTICLE IV

LEASE PAYMENTS

4.01 ANNUAL RENTAL TO LANDLORD.

A. As base annual rental, Tenant hereby agrees to pay to the Landlord, in advance, an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) plus the direct cost of directors and officers liability insurance coverage each year commencing on the Commencement Date and continuing on the first day of January of each year thereafter during the Lease Term.

B. Tenant hereby agrees to assume all the liabilities of the Landlord set forth in the most recent financial statements of the Landlord, including, without limitation, the liabilities of Landlord under that certain Master Trust Indenture dated as of August 1, 1993 (the "Master Indenture") among Landlord, as Agent, Landlord, as sole member of the Obligated Group created thereby, and First Union National Bank of South Carolina, as Master Trustee, under Supplemental Indentures No. 1, No. 2 and No. 3 under the Master Indenture and under the 1993 Master Notes (as each of such terms are defined in such documents).

4.02 LEASE PAYMENTS TO COUNTY.

A. Tenant hereby agrees to pay to the County, or pay for the benefit of the County rental payments equal to the sum of the following:

(1) Tenant agrees to pay to County the sum of One Million Six Hundred Ninety-three Thousand Dollars (\$1,693,000) each year, commencing on October 1, 1996, and continuing on the first day of each October thereafter during the remainder of this Lease Term and any renewals thereof.

(2) An amount, on or before October 1 of each year, equal to the County's annual assessment for the Medically Indigent Assistance Program ("MIAP") or any successor program, as determined each year by the State of South Carolina (\$1,107,575 for FY 1996-97).

(3) The sum of One Hundred Fifty Thousand Dollars (\$150,000), on or before October 1 of each year, for community-based primary care clinics and programs as determined by the County Council.

(B) Tenant will assume responsibility for the cost of administering the County's indigent care fund by hiring those current County employees involved in such program (approximately 3.5 full-time equivalent employees ["FTE"]).

(C) Neither the Landlord nor Tenant will request any further payments from the County for the direct payment of Indigent Patient (including county prisoners) hospital bills from the County during the Lease Term and any renewals thereof. This currently amounts to approximately \$650,000 (FY 1996-1997).

4.03 "NET" LEASE PAYMENTS. It is intended that the lease payments provided for in this Lease, as adjusted from time to time, shall be absolutely net to Landlord and the County (as applicable) throughout the Lease Term, and Tenant accordingly covenants and agrees to pay, as they become due and payable, separate and apart from rental payments due under Sections 4.01 and 4.02 hereof, all taxes, insurance, water, sewer, utilities, costs and other expenses related to the operation, management, maintenance, and improvement of the System and/or Leased Premises, without limitation. All such payments shall be free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off, except as otherwise expressly provided in this Lease, and under no circumstances or conditions

shall Landlord or the County be expected or required to make any payment of any kind or be under any other obligation or liability under this Lease.

4.04 ADDITIONAL RENTAL. Tenant hereby agrees to pay all Additional Rental as provided herein to Landlord and/or the County (as applicable) at such time as such Additional Rental is due and payable as required under this Lease. Tenant also hereby agrees to pay interest on Additional Rental, from the date due until the date paid, at the rate published in The Wall Street Journal as the "Prime Rate" as the same may be changed from time to time. If such rate is not published with respect to any time period that such rate would be applicable, then the parties shall agree on a substitute rate or index that is functionally equivalent to such "Prime Rate."

4.05 LANDLORD'S USE. Subject to reasonable scheduling requirements, Tenant shall make available appropriate conference rooms and offices for use at no charge in connection with meetings of the Board, committees of such Board, the Board of Directors of any Foundation directly benefitting Landlord or the System or the Board of Directors of any other entity affiliated with Landlord, or for other reasonable uses by officers of Landlord, any such foundation or affiliated entity. Upon request from Landlord, Tenant will also provide, at no charge, reasonable refreshments and/or meals, as may be appropriate for any such meeting.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF TENANT

5.01 FINANCIAL REPORTS. The Tenant will deliver and provide to the Landlord and to the County its independently audited financial statements, including balance sheets, income statements and statement charges and financial conditions within One Hundred and Fifty (150) days after the close of each fiscal year. All such financial statements shall be certified by a certified public accounting firm, licensed to do business in the State of South Carolina and selected by Tenant.

5.02 REPRESENTATIONS AND WARRANTIES. Tenant hereby represents and warrants to, and covenants and agrees with, the Landlord and the County, as of Closing, that:

(A) **Existence; Power; Qualification.** Tenant is a non-profit corporation duly organized, validly existing and in good standing under the Laws of the State of South Carolina. Tenant has all requisite corporate power to own and operate its properties and to carry on its business as now conducted and is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is necessary or desirable in order to carry out its business as presently conducted. As of the date of this Lease, Tenant does not have any subsidiaries, and Tenant is not a member of any partnership or joint venture. Attached hereto as Exhibit F is a true and correct copy of the Articles of Incorporation and By-Laws of the Tenant.

(B) **Valid and Binding.** Tenant is duly authorized to make and enter into this Lease and to carry out the transactions contemplated herein. This Lease has been duly executed and delivered by Tenant and is a legal, valid and binding obligation of Tenant, enforceable in

accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws or equitable principles relating to or limiting creditors' rights generally.

(C) **No Violation**. The execution, delivery and performance of this Lease by the Tenant and the consummation by the Tenant of the transactions hereby contemplated shall not result in any breach of, or constitute a default under, or result in the acceleration of, or constitute an event which, with the giving of notice or the passage of time, or both, could result in default or acceleration of any obligation of the Tenant under any contract, mortgage, lien, lease, agreement, instrument, franchise, arbitration award, judgment, decree, bank loan or credit agreement, trust indenture or other instrument to which the Tenant is a party or by which the Tenant may be bound or affected and do not violate or contravene any law, order of any court, or regulation of any public body.

(D) **Consents and Approvals**. Except as already or reasonably expected to be obtained in the ordinary course of business, no consent or approval or other authorization of, or exemption by, or declaration or filing with, any Person and no waiver of any right by any Person is required to authorize or permit or is otherwise required as a condition of the execution, delivery and performance of Tenant's obligations under this Lease or as a condition to the validity (assuming the due authorization, execution and delivery by the Landlord and the County of this Lease).

(E) **No Liens or Insolvency Proceedings**. There are no actions, suits, investigations or proceedings including, without limitation, outstanding federal or state tax liens, garnishments or insolvency or bankruptcy proceedings, pending or, to the best of the Tenant's knowledge and belief, threatened:

(i) against or affecting the Tenant, which if adversely resolved, would materially adversely affect its ability to perform its obligations under this Lease; or

(ii) which involve or affect the validity, priority or enforceability of this Lease, at law or in equity, or before or by any arbitrator or governmental authority.

5.03 AFFIRMATIVE COVENANTS. The Tenant covenants and agrees that throughout the Lease Term, and any periods thereafter, that the Tenant remains in possession of the Leased Premises:

(A) **Maintenance of Existence.** The Tenant shall keep in effect its existence and rights as a non-profit corporation under the laws of the State and its right to own property and transact business in the State.

(B) **Books and Records.** The Tenant shall cause to be kept and maintained accurate books of accounts in which complete entries will be made in accordance with generally accepted accounting principles reflecting all financial transactions of the Tenant.

5.04 NEGATIVE COVENANTS. The Tenant covenants and agrees that, throughout the Lease Term and such time as the Tenant remains in possession of the Leased Premises:

(A) **No Liens.** The Tenant will not directly or indirectly create or allow to remain, and will promptly discharge at its expense, any lien or claim upon or against the Landlord's or the County's interest in the Leased Premises, excluding (1) this Lease and any permitted subleases, (2) the Permitted Encumbrances, (3) liens which are consented to in writing by the Landlord, (4) liens for those taxes of the Landlord which the Tenant is not required to pay hereunder, (5) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either

not yet due or being contested in strict compliance with the terms and conditions hereof, (6) liens for assessments which are either not yet due and payable or which are in the process of being contested in strict compliance with the terms and conditions hereof.

5.05 AFFIRMATIVE OBLIGATIONS. During the Lease Term, the Tenant covenants and agrees to continuously operate in Richland County, an acute-care, tertiary hospital.

ARTICLE VI

OTHER COSTS AND CHARGES

6.01 OPERATING EXPENSES. Tenant shall, as Additional Rent, during the term of this Lease, pay all water, sewer, electric, gas, telephone, heat and any other utility charges and/or communications charges for the Leased Premises, and any and all other taxes, costs, charges, usage fees and expenses of any and every kind and nature whatsoever assessed against the Leased Premises or any improvements thereon, or payable on account of the use thereof by Tenant. In the event any taxes, assessments, or usage fees of any nature are charged against the Leased Premises, the Tenant shall pay the same before the same become past due, subject to Tenant's right under Section 6.03 to contest the same.

6.02 INDEMNITY FOR REAL ESTATE TAXES. Tenant will not permit any lien or judgment for Real Estate Taxes (if any) to be enforced against the Leased Premises or any portion thereof. Tenant agrees to indemnify and save Landlord and the County harmless from the payment of Real Estate Taxes and any loss, cost, expense (including all penalties, interest and late fees, court costs and reasonable attorneys' fees and expenses), or liability ever incurred

or suffered by Landlord as a result of Tenant's failure to pay the Real Estate Taxes or any portion thereof in accordance with the provisions hereof.

6.03 TENANT'S RIGHT TO CONTEST. Tenant may, in good faith and at its sole cost and expense, contest the validity or amount of (a) the Real Estate Taxes attributable to the Leased Premises, and (b) any other taxes, charges, assessments, user fees or other amounts levied against Tenant's personalty, in which event the payment thereof may be deferred during the pendency of such contest. Nothing herein contained, however, shall be construed to authorize Tenant to allow or to permit any item for the payment of which Tenant is responsible to remain unpaid for such length of time as shall permit the Leased Premises, or any part thereof, to be subjected to a lien or to be sold by any city, county, state, or other governmental authority for the non-payment of same and Tenant shall be obligated to post any bonds or security required by applicable governmental authorities or reasonably required by County to ensure that no such lien or forfeiture occurs.

ARTICLE VII

ALTERATION, CONSTRUCTION, AND OWNERSHIP OF IMPROVEMENTS

7.01 ALTERATIONS AND IMPROVEMENTS. Tenant shall be entitled to make exterior and interior alterations or modifications in the Existing Improvements. Any alteration or improvement made to the Existing Improvements as well as any Additional Improvements shall be made in a good and workmanlike manner and in compliance with all valid laws, governmental orders, and building ordinances and regulations pertaining thereto, and shall not weaken the structural integrity of any of the Existing Improvements. Any Additional

Improvements shall be permanent accessions and shall stay with the Leased Premises upon expiration or termination of this Lease without charge or cost to the County or RMH. Further, said Additional Improvements shall not reduce the rents due hereunder. Tenant shall promptly pay and discharge all costs, expenses, and other liabilities which may arise in connection with or by reason of any alteration, construction, reconstruction, demolition, or other work on the Leased Premises, with the result that no lien or other encumbrance shall attach to the Leased Premises in connection with, or as a result of, any such work. Prior to commencing any project which is estimated to cost in excess of Five Million Dollars (\$5,000,000) (increased as of each anniversary of the Commencement Date to reflect increases in the Consumer Price Index ["CPI"]), Tenant shall post surety bonds or provide Landlord with other assurances reasonably acceptable to Landlord that all costs of that project will be fully paid as and when due.

7.02 TITLE TO ASSETS.

(A) The Leased Premises, and all Improvements thereon, shall be surrendered to and become the property of the County (in the case of all Hospital Land) or the "Board" (in the case of all Related Premises) upon the expiration or termination of the Lease Term, (and any renewal thereof) whether by expiration of time or otherwise as provided herein. Tenant will execute such bill of sale, deeds or other documentation, reasonably requested by the Landlord or the County to confirm such transfer of title upon the expiration or termination of the Lease Term or any renewal thereof.

(B) The parties to this Lease acknowledge that all revenues of the Tenant are derived from the operations of the System and the assets transferred and/or leased to the Tenant by Baptist, the Landlord and/or the County. The County and the Board are charged with the

responsibility of providing hospital services to the residents of Richland County. Unless the County and the Landlord otherwise agree in writing, upon the premature termination, cancellation or upon the expiration of this Lease, with respect to all of the Hospital Land described on Exhibit A, the Tenant shall convey to the Board, by an Assignment and Bill of Sale, all of the Tenant's right, title and interest in and to the movable equipment, furnishings, fixtures, inventory, supplies and prepaid expenses necessary to continue the operations conducted on such Hospital Land in compliance with all licenses, permits and certifications then in place such that the County and the Board may continue the provision of health care services provided on such Hospital Land. The Tenant shall also transfer to the County and/or the Board copies of all books and records relating to the Tenant's provision of such services.

7.03 REPAIRS AND MAINTENANCE. Tenant covenants and agrees that it shall, at its own cost and expense, maintain the Leased Premises and all Improvements thereon and make all repairs of whatever kind and nature, foreseen or unforeseen, as may be required to keep the Leased Premises, all Improvements thereon, and fixtures therein in good condition and repair. Tenant, at its sole expense, shall be solely responsible to keep the whole and every part of the Leased Premises in good repair and shall deliver up the Leased Premises to the County and the Landlord (as applicable) at the expiration or termination of the Lease Term, in good condition, reasonable wear and tear excepted. Both the County and Landlord shall have the right to demand Tenant to maintain the Leased Premises and make any repairs which are reasonable and necessary.

7.04 INSPECTION. Both the County and Landlord, or their respective designees, shall have the right, at their option, and for their sole benefit, to inspect the Leased Premises at reasonable times, in a manner not to interfere with the Tenant's operations of the System, to ascertain whether the Leased Premises are being kept in a proper state of repair; however, neither the County nor Landlord assumes any obligation hereunder to inspect the Leased Premises, to supervise the maintenance and repairs carried out by the Tenant, or to assure that any repairs demanded by the Landlord or the County are properly or timely made. In the event Tenant fails to maintain the Leased Premises or fails to make such repairs in a timely manner, Landlord reserves the right to enter the Leased Premises for the purposes of maintenance and making such repairs at Tenant's expense. Tenant shall reimburse Landlord upon demand for all such costs and expenses related to maintenance and repairs, and such obligation shall constitute an item of Additional Rent under this Lease.

ARTICLE VIII

INDEMNIFICATION

Tenant covenants and agrees, at its sole cost and expense, to indemnify and save harmless Landlord, the County, members of County Council, members of the Board, their successors, assigns, employees and agents from and against any and all claims, damages, liabilities, causes, actions, costs or expenses (including reasonable attorneys' fees and court costs) asserted against any such indemnitee by or on behalf of any Person arising from the Tenant's (or the Tenant's employees, assignees, sublessees, invitees or licensees) occupation, use, possession, conduct, maintenance, repair, construction or alteration of, operation, or management of the System and/or Leased Premises, or from any work or thing whatsoever done in and about, the Leased

Premises during the Lease Term (other than those solely resulting from grossly negligent acts or willful misconduct of any such indemnitee). Tenant further agrees to indemnify and save Landlord, the County, members of County Council, members of the Board, their successors, assigns, agents, employees and representatives harmless from and against any and all claims, damages, liabilities, causes of actions, costs or expenses (including reasonable attorney's fees and court costs) asserted against such indemnitees arising from any condition of the Leased Premises, or arising from any breach or default on the part of Tenant (or the Tenant's employees, assignees, sublessees, invitees or licensees) to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its officers, directors, agents, contractors, servants, employees, or licensees, or arising from any action, injury, or damage whatsoever caused to any Person, including any subleases of Tenant (other than those that directly or indirectly result from any grossly negligent acts or willful misconduct of any such indemnitee. This Article shall survive the termination or expiration of this Lease for a period of seven (7) years.

ARTICLE IX

DEFAULT, SURRENDER, AND RE-ENTRY

In the event: (a) the lease payments specified in Article IV are not paid at the time and place when and where due; (b) the Tenant fails to comply with any other material term, provision, condition, or covenant of this Lease or the Operating Agreement and does not cure or substantially commence to and diligently pursue to cure such failure within Ninety (90) days after written notice by Landlord or the County to the Tenant of such failure to comply (provided, no such right to cure shall exist with respect to any default that cannot be cured); (c)

any petition is filed by or against Tenant under any section or chapter of the U.S. Bankruptcy Code, as amended, and the same is not vacated or withdrawn within One Hundred Eighty (180) days after the filing thereof; (d) Tenant becomes insolvent; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for all or a substantial part of the Tenant's assets; the Landlord or the County shall have the option to do any of the following:

(A) Terminate this Lease, in which event Tenant shall immediately surrender and vacate the Leased Premises. As liquidated damages, Tenant agrees to continue to provide health care and medical services to Indigent Patients in accordance with Section 3.06 of this Lease for the unexpired portion of the original Lease Term and any renewals.

(B) Enter the Leased Premises and re-let all or a portion of the Leased Premises, and receive the rent therefor.

(C) The Tenant shall have no right to a refund or pro ration of any rent paid under Article IV upon the termination of this Lease.

ARTICLE X

REMOVAL OF TENANT'S PERSONAL EFFECTS

Subject to Tenant's obligation under Section 7.02(B), if the Tenant shall not remove any of its remaining personal property from said Leased Premises at any expiration or termination of this Lease, Landlord may, at its option, remove all or part of said personalty in any manner that Landlord shall choose and store the same without liability to Tenant for loss thereof. Tenant shall be liable to Landlord for all expenses incurred in such removal and also storage of said personalty. Tenant shall pay all such costs and expenses upon demand, and such payments shall constitute Additional Rental under this Lease. If said personalty are not claimed within three

(3) months after expiration or termination of the Lease and storage costs have not been paid, Landlord may cause said personalty to be sold to satisfy the costs. Any surplus shall be remitted to Tenant. Upon any expiration or termination of this Lease, wherein Tenant shall be liable in any amount to Landlord, the Landlord shall have a lien upon and security interest in the personal property and effects of Tenant for any amounts due under this Lease, including the expenses of removal, storage and sale.

ARTICLE XI

OBLIGATIONS OF THE COUNTY AND THE LANDLORD

11.01 WARRANTY OF TITLE.

(A) The County warrants and represents that the Hospital Land is owned by County in fee, free and clear of all liens, restrictions, and encumbrances, other than those set forth on Exhibit D-1 attached hereto and made a part hereof and that County has the legal right to make and enter into this Lease.

(B) The Landlord warrants and represents that the Related Premises are owned in the name of the RMH in fee, free and clear of all liens, restrictions, and encumbrances, other than those set forth on Exhibit D-2 attached hereto and made a part hereof and that the Board and County, together, have the legal right to make and enter into this Lease.

11.02 QUIET AND PEACEABLE POSSESSION. As long as the Tenant shall pay a rent and other amounts due under this Lease and shall comply with each of the Tenant's obligations hereunder, the County and the Landlord warrant to the Tenant the quiet and peaceable enjoyment and possession of the Leased Premises against the hinderance or

disturbance of any Person claiming by, through or under County and will, at the request of Tenant and at the expense of Tenant, take all necessary steps and actions in order to defend Tenant's quiet and peaceable possession and enjoyment of the Leased Premises from and against all claims of any Person claiming by, through or under County.

11.03 NO PLEDGE OF CREDIT. Neither this Lease nor the Operating-Agreement shall represent a pecuniary obligation or a debt of the County or of the Landlord within the meaning of any constitutional or statutory limitation. The full faith, credit and taxing power of the County are not pledged to the performance of any obligations of the Landlord or the Tenant under this Lease, under the Operating Agreement or under any other document or agreement relating thereto.

ARTICLE XII

INSURANCE

12.01 UNINSURED CASUALTY. In case of damage to, or destruction of, a Material Portion of the Improvements by Uninsured Casualty during the Lease Term, Tenant may, at its option, by written notice to Landlord given within Sixty (60) days of said Uninsured Casualty, terminate this Lease. In the absence of giving such notice, Tenant shall diligently repair and restore the Improvements to substantially their condition before such casualty in accordance with the provisions hereof. For purposes of this Lease, a Material Portion of the Improvements shall be deemed to mean that Twenty-Five percent (25%) or more of the Improvements have been damaged to the extent that such portion is not usable and, without the damaged portion of the Improvements, Tenant cannot operate the Hospital in substantially the same manner in which

the Hospital was operated prior to the occurrence of the Uninsured Casualty, as the case may be.

12.02 INSURED CASUALTY. In the event of any damage to, or destruction of, all or any portion of the Improvements during the Lease Term relating to an Insured Casualty, this Lease shall not terminate, and Tenant shall promptly commence, and diligently pursue to completion, the repair and restoration of all Improvements to substantially the same condition, size, configuration and function as existed prior to such Insured Casualty.

12.03 LIABILITY INSURANCE. Tenant agrees to maintain, at all times during the term of this Lease, comprehensive general public liability insurance, in commercially reasonable amounts, in which both the County and the Landlord, as their interests may appear, shall be named as additional insureds. All insurance policies required by this provision shall be obtained by Tenant at Tenant's expense and shall provide for at least Thirty (30) days' written notice to the Landlord and the County before cancellation or modification.

12.04 PROPERTY AND BUSINESS INTERRUPTION INSURANCE.

(A) Tenant agrees to obtain and maintain at all times during this Lease, at Tenant's sole cost and expense, for the benefit of both the County and the Landlord, as their interests may appear, "all risks" property insurance against fire, flood, earthquake, hurricane, tornado, wind, water and any other natural disaster, in an amount equal to the full replacement cost of all Improvements and, in any event, not less than an amount necessary to preclude the application of any requirement of co-insurance in the event of an Insured Casualty. All such property

insurance policies shall include a waiver of subrogation by the insured relinquishing all of its rights to proceed against County or RMH with respect to property damage covered by such insurance policy and shall provide for at least Thirty (30) days' written notice to Landlord and the County prior to cancellation or modification.

(B) Tenant shall also obtain and maintain business interruption insurance in, a commercially reasonable amount, to compensate Tenant for its losses during any period that the Improvements, or any portion thereof, cannot be used following the occurrence of a casualty, service interruption, governmental mandated shutdown or other similar event (to the extent available at standard commercial rates). All insurance policies required by this provision shall be obtained by Tenant at Tenant's expense and shall provide for at least Thirty (30) days' written notice to Landlord and to the County before cancellation or modification.

12.05 GENERAL PROVISIONS.

(A) All insurance required by this Article XII shall be evidenced by policies and issued by insurers who are licensed in the State of South Carolina and are otherwise reasonably satisfactory to Landlord and shall name County and the Landlord as additional insureds, as their interests may appear. All renewal binders or policies (and certificates evidencing the same) shall be delivered to Landlord not less than Sixty (60) days prior to the expiration of the policy or policies to be renewed. Copies of the original policy or policies of insurance, and certificates evidencing such insurance, shall be furnished to the Landlord by Tenant at or before the execution of this Lease. Copies of such binders and insurance policies shall be made available to the County upon request of the County Administrator.

(B) All property insurance policies required to be carried by Tenant under this Lease shall name County, the Landlord and Tenant as co-loss payees, as their interests may appear.

12.06 APPLICATION OF PROCEEDS OF CASUALTY INSURANCE. All proceeds payable pursuant to the provisions of any policies of property insurance shall be paid to Tenant and shall be applied for the following purposes:

(A) All proceeds shall first be used as a fund for the restoration and repair of that portion of the Leased Premises which have been destroyed or damaged. Such proceeds in such event shall be used and applied in satisfaction and discharge of the cost of the restoration of the destroyed or damaged Improvements to substantially the same condition, size, configuration and function as existed prior to such Insured Casualty.

(B) Said funds shall be paid out from time to time, by Tenant, to persons furnishing labor or materials, or both, including, but not limited to, architects' fees and contractor's compensation in the construction work.

(C) Any funds not disbursed and remaining after the completion of the restoration and repair work shall be retained by Tenant.

12.07 PREMIUMS. All premiums and charges for all of said insurance policies shall be paid by Tenant when due. If Tenant shall fail or neglect to make any payment when due, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount of the premium paid by Landlord shall be deemed Additional Rental and shall be repaid by Tenant promptly on demand.

12.08 RENEWAL OR NEW POLICIES. At least Sixty (60) days prior to the expiration of each such insurance policy, Tenant shall deliver to Landlord copies of a renewal policy or policies, binders or certificates evidencing the same which shall comply with all of the foregoing provisions, including, without limitation, prior notice of cancellation thereof being given by the insurance company to Landlord. In the event of the failure of Tenant to procure and deliver such renewal policy or policies within the time above prescribed, Landlord shall have the option to do so, in its sole discretion, and the premiums charged therefore shall be deemed Additional Rental and shall be paid promptly by Tenant on demand. Tenant shall, at all times prior to a loss thereon, be entitled to cause a surrender of any policy or policies of property insurance and to receive the allowable rebate of unearned premiums thereon, upon the condition, however, that Tenant first shall substitute a policy or policies in an equal or greater amount, issued by carriers and in form which complies with all of the provisions of this Article XII.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE OF TENANTS'S RIGHTS

13.01 ASSIGNMENT. Tenant shall not have the right, without the prior written consent of Landlord and the County, which consent may be granted or withheld for any reason or no reason, to sell, assign, mortgage, pledge, encumber or otherwise transfer (collectively "Assignment") this Lease or all or any portion of the Tenant's interest in the Leased Premises. In the event Landlord and County consent to any such Assignment, nothing herein contained shall be construed to release Tenant, and Tenant shall not be released, from any liability or obligation under this Lease as a result of any Assignment by Tenant of its rights hereunder.

Any Assignment of this Lease, or of the interest of Tenant hereunder (including any Assignment resulting from the operation of law) without full compliance with the foregoing shall be null and void and of no force and effect.

13.02 SUBLEASES. Tenant shall not have the right, without the prior written consent of Landlord, which consent may be granted or withheld by Landlord for any reason or no reason, to sublet the Leased Premises or any portion thereof except as herein provided. Notwithstanding the foregoing and without being subject to the aforementioned consent provisions, Tenant shall have the right, without the prior written consent of Landlord, to sublet portions of the Leased Premises for physician offices, ancillary medical and clinical services and customary retail uses and services including, without limitations, restaurants, pharmacies, gift shops, flower shops, card shops and similar commercial activities that are complementary and incidental to the operation of hospitals; provided that such subleases are singularly less than One Hundred Thousand (100,000) usable square feet; provided, further, that all leases or subleases previously entered into by the Landlord and/or the County with third parties on a portion of the Leased Premises shall be grandfathered so that this section shall not apply until after their expiration or termination.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

The County and the Landlord reserve the right to assign, from time to time, and at any time, their rights, individually and collectively, to the benefits, proceeds or rents from this Lease. All of the covenants, agreements, conditions, and stipulations herein contained which

inure to the benefit of, and are binding upon, a party shall also inure to the benefit of, and shall be jointly and severally binding upon, the permitted successors or assigns thereof.

ARTICLE XV

TENANT'S FAILURE TO PERFORM

15.01 NON-WAIVER. If Tenant shall at any time fail to maintain or deliver any of the insurance policies or certificates hereinabove provided for, or to make any other payment, or to perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any such obligations, effect any such insurance coverage and pay the premiums therefor, and make any other payment, or perform any other act on the part of Tenant to be made, done or performed as in this Lease provided, and, in exercising such rights, or any of them, pay necessary and incidental costs and expenses, including reasonable attorney's fees, penalties and interest. Amounts so paid by Landlord shall be payable by Tenant to Landlord, on demand, or at its option, may be added to any rent then due or to become due, and the same may be collected by Landlord as Additional Rental, with all the rights and remedies provided in the case of default on account of nonpayment of the rent.

ARTICLE XVI

CONDEMNATION

16.01 ENTIRE TAKING. If a Material Portion, as defined in Section 12.01 hereof, of the Leased Premises shall be taken in condemnation proceedings, the Tenant shall have the option to terminate this Lease as of the date of Taking. If the Tenant elects to terminate, the

lease payments provided for herein shall be pro rated and paid to the date of such termination. Such election to terminate shall be made within Sixty (60) days after the Taking and notice thereof given, in writing, to the Landlord and the County.

16.02 PARTIAL TAKING. If less than a Material Portion of the Leased Premises shall be taken in condemnation proceedings, this Lease shall not terminate, and Tenant shall be obligated to restore the Improvements as nearly as possible to the condition that existed prior to such taking (including, to the extent possible, to the same condition, size, configuration and function) to the extent proceeds of the condemnation award are available therefor, and there shall be no abatement or reduction of lease payments following such Taking. Any such restoration shall be governed by the same requirements and procedures which govern Tenant's restoration following an Insured Casualty, as set forth in Section 12.02(B) and 12.06.

16.03 APPLICATION OF AWARD FOR FULL TAKING. If this Lease shall terminate, pursuant to the provisions of Section 16.01, the County's and Landlord's share of the condemnation award, together with any separate award to Tenant, shall be apportioned and paid in the following order of priority:

(A) There shall be first paid any and all reasonable expenses, charges, and fees, including reasonable attorneys's fees and expenses incurred in collecting the award.

(B) Tenant shall be entitled to receive an amount equal to the reasonable fair market value of any Additional Improvements constructed by Tenant during the Lease Term less the value of Landlord's remainder interest therein.

(C) County shall then be entitled to receive an amount equal to the reasonable market value of the Hospital Land, the reasonable market value of any Existing Improvements thereon still in existence at the time of Taking, and the reasonable market value of County's remainder interest in any Additional Improvements.

(D) Landlord shall be entitled to receive an amount equal to the reasonable market value of the Related Premises, the reasonable market value of any Existing Improvements thereon still in existence at the time of Taking, and the reasonable market value of RMH'S remainder interest in any Additional Improvements.

16.04 APPLICATION OF AWARD IN PARTIAL TAKING. If it is determined, pursuant to the provisions of Section 16.02, that less than a Material Portion of the Leased Premises have been taken, this Lease shall not terminate, the lease payments shall not be reduced and Tenant shall promptly commence and proceed with reasonable diligence to repair, replace or reconstruct the Improvements to a complete architectural unit or units as nearly identical to that which existed prior to the Taking as reasonably possible (including, to the extent possible, to substantially the same condition, size, configuration and function as existed prior to the Taking) to the extent proceeds of the condemnation award are available therefor. The parties' respective shares of the award in condemnation proceedings for any partial taking where repair or reconstruction is undertaken, together with any separate award to Tenant, shall be apportioned and paid in the following order of priority:

(A) There shall be first paid any and all reasonable expenses, charges, and fees, including reasonable attorneys' fees and expenses incurred by Landlord and the County in collecting the award.

(B) The remaining proceeds of the awards shall be delivered to Tenant and used as a fund for the restoration and repair of the Improvements to a complete architectural unit or units as required above. Such proceeds shall be held by Tenant and shall be paid out from time to time to persons furnishing labor or materials, or both, including architects furnishing labor or materials, or both, and including architects' fees and contractor's compensation in such restoration work.

(C) Any funds not disbursed and remaining after the completion of the restoration and repair work shall be retained by Tenant.

16.05 TEMPORARY POSSESSION. If any right of temporary possession or occupancy of all or any portion of the Leased Premises shall be obtained by any competent authority in the exercise of the power of eminent domain, the foregoing provisions of this Article shall be inapplicable thereto and this Lease shall continue in full force and effect without reduction or suspension of lease payments, and Tenant shall be entitled to make claim for and recover any award or awards, whether in the form of rental or otherwise, recoverable in respect of such possession or occupancy. The award shall be paid to Tenant; provided that if any portion of the award is intended to cover the cost of restoring the Leased Premises to the condition they were in prior to such temporary possession or occupancy or to make any repairs occasioned by or resulting from such possession or occupancy, such portion shall be so applied.

16.06 CONSENT TO SETTLEMENT.

(A) Tenant shall have primary responsibility for dealing with the condemning authority in the condemnation proceedings, but Tenant shall not make any settlement with the condemning

authority nor agree to convey, the whole or any portion of the Hospital Land or Improvements thereon to such authority in lieu of condemnation without first obtaining the written consent of County thereto.

(B) Similarly, Tenant shall not make any settlement with the condemning authority nor agree to convey, the whole or any portion of the Related Premises or Improvements thereon to such authority in lieu of condemnation without first obtaining the written consent of the Landlord and of the County thereto.

ARTICLE XVII

TERMINATION

(A) This Lease shall continue in full force and effect for the entire Lease Term and may only be terminated prior to the end of the Lease Term by either (a) a mutual agreement in writing by the County, the Landlord, and Tenant, (b) in accordance with the termination provisions of such other documents executed by and between the County, the Landlord, and Tenant to the extent, and only to the extent, such documents expressly provide for the termination of this Lease, or (c) in accordance with the termination provisions of Article IX, Section 12.01 or Section 16.01. Notwithstanding any termination of this Lease, the provisions of Article VIII will continue in force for the period set forth therein.

(B) If requested by the County or the Landlord, Tenant shall, upon expiration or termination of this Lease, execute and deliver to the County and/or the Landlord, as applicable, an appropriate release, in form proper for recording, of all Tenant's interest in the Hospital Land and Related Premises, as applicable, and upon request of Tenant following expiration or termination of this Lease in accordance with its terms, the County and the Landlord will execute

and deliver a written cancellation of Lease in proper form for recording; provided that in no event shall any such release, cancellation, or termination constitute a release or relinquishment by either party of its rights against the other party for any amounts payable by such other party under the terms of this Lease.

ARTICLE XVIII

MERGER

There shall be no merger of this Lease or the leasehold estate created hereby with the fee estate in and to the Leased Premises by reason of the fact that this Lease, the leasehold estate created thereby or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in and to the Leased Premises, or any portion thereof, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in this Lease, the leasehold estate including the holder of any mortgage upon the fee estate in and to the Leased Premises, shall join in a written instrument effecting such merger.

ARTICLE XIX

ARBITRATION

19.01 INTENT. It is the firm and express intention of the parties to resolve any disputes without resorting to litigation in order to protect the business and affairs of the System. All disputes arising in connection with this Lease, or any breach or claimed breach thereof, shall be settled amicably by good faith discussion and negotiation among the parties and, failing such

amicable settlement, finally determined exclusively by binding arbitration in accordance with the provisions herein.

19.02 NOTICE. Either Tenant, the County or Landlord may initiate arbitration by serving a notice upon the other. The notice shall state in summary form the issues in dispute in a manner that reasonably may be expected to apprise the other party of the nature of the controversy and the particular damage, injury or relief claimed. The party receiving the notice shall answer, in writing, within Fifteen (15) days and include in such response a summary of any additional issues known or believed to be in dispute by such party, described in a manner that reasonably may be expected to apprise the other party of the nature of the additional issues in controversy and the particular damage, injury or relief claimed.

19.03 SELECTION OF ARBITRATORS. The Landlord, the County and Tenant shall each select an arbitrator in accordance with the rules of the American Arbitration Association within Thirty (30) days of the demand for arbitration ("Selection Period"). If the parties are unable to agree on an arbitrator within the Selection Period, then each party shall select an arbitrator within Fifteen (15) days of the end of the Selection Period. If any party refuses or otherwise fails to select its arbitrator within such Fifteen- (15) day period, the party thereby waives its right to do so, and the sole selected arbitrator shall select an arbitrator for such party, or if Two (2) arbitrators have been selected, the Two (2) selected arbitrators shall then select a third arbitrator within an additional Fifteen- (15) day period. If the two selected arbitrators are unable to agree upon appointment of the third arbitrator within the Fifteen- (15) day period,

any party may make application to the American Arbitration Association for appointment of a third arbitrator located in the State of South Carolina.

19.04 COOPERATION OF PARTIES. If more than one arbitrator is appointed, the arbitrators shall cooperate to avoid unnecessary expense and to accomplish the speedy, effective and fair disposition of the disputes at issue. The arbitrator or arbitrators shall have authority to conduct conferences and hearings in accordance with the South Carolina Rules of Evidence then in effect, hear arguments of the parties, and take the testimony of witnesses. All witnesses will be made available for cross-examination by the parties. The arbitrators may order the parties to exchange information or make witnesses available to the other parties prior to any arbitration hearing, all in accordance with the South Carolina Rules of Civil Procedure as then in effect or otherwise by mutual written consent of the parties.

19.05 JUDGMENT. The arbitrator or arbitrators shall render an award (by majority determination if more than one arbitrator is appointed) and written decision stating the reasons in support thereof within Ninety (90) days of the demand for arbitration. Such decision will be supported by the preponderance of the credible evidence presented. Judgment upon the award rendered by the arbitrators may be entered in any Court or record of competent jurisdiction.

19.06 CONFIDENTIALITY. For so long as the award of the arbitrators has not become a matter of public record, the decision of the arbitrators shall be binding and conclusive on the parties, and shall be kept confidential by the parties to the greatest extent possible. No disclosure of the decision shall be made except to the extent required by law (including

subpoena, Freedom of Information Act request, or other enforceable process) or as necessary or appropriate to effect its enforcement. If a party receives a subpoena, discovery demand, Freedom of Information Act request or other enforceable process requiring the disclosure of any such decision, the party receiving the same shall advise the other parties of such receipt.

19.07 RULES. To the extent not inconsistent with the provisions of this Agreement, the rules of the American Arbitration Association shall apply.

19.08 EXPENSES. Each party shall bear its own expenses of arbitration regardless of the determination on the merits.

19.09 APPLICATION OF THIS ARTICLE. The arbitrator or arbitrators shall be advised of all the provisions of this Article XIX.

ARTICLE XX

DOCUMENT CONSTRUCTION

Where appropriate, the reference herein to any gender, whether masculine, feminine, or neuter, shall include the other genders, and the reference herein to the singular number shall include the plural and vice versa.

ARTICLE XXI

RELATIONSHIP OF LANDLORD AND TENANT

This contract shall create the relationship of landlord and tenant. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this Paragraph.

ARTICLE XXII

COVENANTS TO BIND SUCCESSORS

The terms "County" and "Landlord" shall include the undersigned parties and their respective successors and assigns, as permitted by Article XIV.

ARTICLE XXIII

MODIFICATIONS

This Lease can only be modified by a written agreement duly signed by authorized representatives of the County, RMH, and Tenant, and variances from or addition to the terms and conditions of this Lease in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Lease; and the parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

ARTICLE XXIV

WAIVER

Any waiver by any party of any breach or any term or condition hereof shall be effective only if in writing, and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition of this Lease.

ARTICLE XXV

CUMULATIVE REMEDIES

All rights and remedies of a party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a party at law or equity.

ARTICLE XXVI

VENUE AND JURISDICTION

Subject to mandatory arbitration provided herein, the parties hereby submit to the venue and jurisdiction of the courts in the State of South Carolina (federal and state), irrevocably consent to personal jurisdiction of such courts, and further agree that service of process upon any party hereto may be effected pursuant to the United States mail.

ARTICLE XXVII

ATTORNEY'S FEES

If it is necessary for Landlord and/or the County to employ attorneys for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including

without limitation, reasonable fees of such attorneys, shall be added to the amount payable hereunder as Additional Rent and shall be collected as a part thereof.

ARTICLE XXVIII

NOTICES

Any notice, request, approval, consent, demand or other communication shall be effective upon the first to occur of the following: (a) upon receipt by the party to whom such notice, request, approval, consent, demand or other communication is being given; or (b) Three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

RICHLAND COUNTY: County Administrator
Richland County
2020 Hampton Street
Columbia, South Carolina 29201

RMH: Chairman of the Board
Richland Memorial Hospital
3 Richland Medical Park
Columbia, South Carolina 29203

TENANT: Chief Executive Officer
BR Health System, Inc.
3 Richland Medical Park
Columbia, South Carolina 29203

The parties hereto may change their respective addresses by notice in writing given to the other party to this Lease.

Any action to be taken or consent given hereunder shall be deemed to be properly authorized if performed by the following persons:

For the County, by the County Administrator or such other person authorized by resolution or ordinance of the County Council.

For the Landlord, by such person authorized by resolution of the Board.

For the Tenant, by the Chief Executive Officer.

ARTICLE XXIX

SEVERABILITY

If any provision or provisions of this Lease shall be held to be invalid, illegal, or unenforceable by a Court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE XXX

GOVERNING LAW

The construction and interpretation of this Lease shall at all times and in all respects be governed by the laws of the State of South Carolina.

ARTICLE XXXI

NO INFERENCE AGAINST AUTHOR

No provision of this Lease shall be interpreted against any party because such party or its legal representative drafted such provision, revised, or commented upon said provision.

ARTICLE XXXII

CAPTIONS AND HEADINGS

The captions and headings are inserted in this Lease for convenience only, and in no event shall they be deemed to define, limit, or describe the scope or intent of this Lease, or of any provision hereof, nor in any way affect the interpretation of this Lease.

ARTICLE XXXIII

COUNTERPARTS

This Lease may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same original.

ARTICLE XXXIV

FORCE MAJEURE

It is expressly understood and agreed that if the curing of any default or the performance of any other covenant, agreement, obligation (other than the obligation to make lease payments, pay Additional Rental or any other sum due under the Lease), or undertaking herein contained is delayed by reason of war, riots or civil commotion, acts of God, governmental restrictions or regulations, fire or other casualty, strikes, shortages of labor or material, or any circumstances beyond Tenant's control or beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, regardless of whether or not any such circumstance is similar to any of those enumerated above, each such party shall be excused from doing or performing the same during such period of delay.

ARTICLE XXXV

ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. However, this Lease shall not be deemed to alter any provisions of the Operating Agreement, this Lease being consistent with its requirements, conditions, and covenants. This Lease shall not be deemed to extinguish or mitigate any payments which are owed to the County by the Landlord pursuant to the terms of any previous or other existing agreements between the County and the Landlord including, but not limited to, Loan Agreements relating to outstanding bond issues. The parties acknowledge that they have read this Lease, understand it, and agree to be bound by its terms and conditions. No failure of any party to exercise any power given hereunder, or to insist upon strict compliance by another of any obligation hereunder; and no custom or practice of the parties at variance from the terms hereof shall constitute a waiver of County's and/or RMH's rights to demand exact compliance with the terms hereof.

ARTICLE XXXVI

CERTAIN DEFINED TERMS

(A) "Additional Improvements" means all of the buildings, structures, fixtures and other improvements constructed or placed upon the Hospital Land or Related Premises as applicable after the Commencement Date and during the Lease Term.

(B) "Commencement Date" means the day that this Lease is effective for the initial term.

(C) "Condemnation Proceedings" means any action or proceeding brought for the purpose of any taking of the fee of the Hospital Land, Related Premises or the Improvements located thereon, or any part thereof, by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

(D) "Existing Improvements" means all of the buildings, structures, fixtures and other improvements located on the Leased Premises as of the Commencement Date.

(E) "Foundation" means the Richland Memorial Hospital Foundation or the Richland Memorial Hospital Research & Education Foundation, as applicable.

(F) "Hospital" means the acute care, regional tertiary medical center known as Richland Memorial Hospital.

(G) "Hospital Land" means that certain tract of land described on Exhibits A and B attached hereto and made a part hereof with Improvements thereon.

(H) "Improvements" means the Existing Improvements and the Additional Improvements, as the context may require.

(I) "Insured Casualty" means any damage to, or destruction of, all or any portion of the Improvements during the Lease Term from a casualty that is required to be insured by the Tenant pursuant to Section 12.04 hereof.

(J) "Joint Operating Agreement" means the agreement executed by RMH and Baptist dated June ____, 1996.

(K) "Leased Premises" means the Hospital Land and the Related Premises including Improvements thereon.

(L) "Lease Term" means, collectively, the Initial Lease Term and each Renewal Term, if and to the extent applicable.

(M) "Permitted Encumbrances" means the liens and other encumbrances set forth on Exhibit D.

(N) "Person" means any person, corporation, limited liability company, partnership (general or limited), joint venture, association, trust, governmental entity or other business entity, agency, board, commission, entity or organization.

(O) "Real Estate Taxes" means any and all ad valorem taxes, special assessments, user fees and other governmental charges of any kind or character which may, at any time during the Lease Term, be assessed against the Leased Premises, or any part thereof, (including any taxes, assessments, or other governmental charges which may be levied or assessed against the Leased Premises, or any part thereof, in the future, whether similar or dissimilar to currently existing (or non-existing) ad valorem taxes, assessments, and governmental charges) and all fees in lieu of such charges lawfully imposed by any state, city, county, or municipal taxing authority having jurisdiction thereof.

(P) "Related Premises" means those portions of the Leased Premises which are not located on the Hospital Land, but which are being leased to Tenant as part of the Leased Premises by the Board and which are more particularly described on Exhibit C, including Improvements thereon.

(Q) "State" means South Carolina.

(R) "Taking" or "Taken" means the event and date of vesting of title to the fee of any portion of the Leased Premises, or any part thereof, pursuant to condemnation proceedings or under threat of such proceedings.

(S) "Uninsured Casualty" means damage to, or destruction of, all or any Material Portion of the Improvements during the Lease Term from a casualty that is not required to be insured by the Tenant pursuant to Section 12.04 hereof.

ARTICLE XXXVII

MEMORANDUM OF LEASE

The parties shall execute and deliver for recordation, at Tenant's expense, a memorandum of lease or, if applicable, a memorandum of modification of lease. Such document shall be for the purpose of providing public notice of the existence of this Lease or of a modification of this Lease, but neither party shall have any rights arising solely by virtue of such document.

IN WITNESS WHEREOF, Richland County, South Carolina, by and through the Chairperson and Secretary of the Richland County Council; the Board of Trustees of Richland Memorial Hospital, by its Chairman and Secretary; Richland Memorial Hospital, by its President and Chief Executive Officer, and Secretary; and BR Health System, Inc., by its President and Secretary, have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

Hope V. Nelson
Sharon L. White

Hope V. Nelson
Sharon L. White

**RICHLAND COUNTY, SOUTH CAROLINA
BY RICHLAND COUNTY COUNCIL**

BY: James Garden Fields

ITS: Chairperson

BY: Michelle Q. Cannon Finch

ITS: Secretary

THE BOARD OF TRUSTEES OF RICHLAND
MEMORIAL HOSPITAL

Frederic Crawford
Sandra C. Horne

BY: [Signature]
James H. Suddeth, Jr.
ITS: Chairman

Frederic Crawford
Thassi L. Phibbs

BY: Wallace Brown Sr.
Wallace Brown, Sr.
ITS: Secretary

RICHLAND MEMORIAL HOSPITAL

Frederic Crawford
Thassi L. Phibbs

BY: [Signature]
Kester S. Freeman, Jr.
ITS: President and Chief Executive Officer

Frederic Crawford
Thassi L. Phibbs

BY: Wallace Brown Sr.
Wallace Brown, Sr.
ITS: Secretary

BR HEALTH SYSTEM, INC.

McCraig Garmey
Frederic Crawford

BY: Charles D. Beamon Jr.
ITS: President

McCraig Garmey
Ben P. Groth

BY: Mary E. Clarkson
Assistant
ITS: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-written BR Health System, Inc., by Charles D. Gorman, Jr., its President, and by Mary E. Clarkson, its Secretary, sign, seal, and as its act and deed, deliver the Lease for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above, witnessed the execution thereof.

M. Craig Gorman
Witness

SWORN TO BEFORE ME this

9th day of February, 1998.

Frederic R. Crawford (L.S.)
Notary Public for South Carolina
My Commission Expires: 6-6-2001

EXHIBIT A
HOSPITAL LAND

EXHIBIT B
HOSPITAL LAND

EXHIBIT C
RELATED PREMISES

EXHIBIT D
RESTRICTIONS AND ENCUMBRANCES TO LEASED PREMISES

EXHIBIT E
EXISTING IMPROVEMENTS

EXHIBIT F
ARTICLES OF INCORPORATION AND BY-LAWS OF TENANT

Ground Lease attached hereto and made a part hereof as Schedule B ("the Ground Lease") and Landlord also desires to extend the term of the Lease to run concurrently with the term of the Ground Lease;

NOW, THEREFORE.

FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND DOLLARS (\$1,000) AND THE FOREGOING INCLUDING THE COMMITMENTS BY RICHLAND TO IMPLEMENT THE STRATEGIC PLAN, and also in consideration of the mutual covenants contained herein all good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. The only real property affected by this Amendment is the Affected Real Property;
2. Landlord consents to the Ground Lease as a sublease pursuant to Section 13.02 of the Lease;
3. The Lease is amended to provide that its term as to the Affected Real Property shall expire on the Expiration Date of the Ground Lease;
4. Tenant may encumber and permit encumbrances of the leasehold estate created by the Lease and of the estate created by the Ground Lease to permit the development and construction contemplated by the Ground Lease, but Tenant re-affirms that there will be no liens placed or permitted to remain upon Landlord's fee interest in the Affected Real Property;
5. In all other respects the terms and provisions of the Lease shall remain in full force and effect.
6. The parties shall execute and deliver for recordation, at Tenant's expense, a Memorandum of this Amendment to Lease for the purpose of providing notice of its

existence, but the Memorandum itself shall create no rights or duties.

IN WITNESS WHEREOF, this Agreement has been duly executed under seal by the parties hereto on the date first above written

WITNESSES:

Frederic Ostmann

Cam McCulloch
(As to Landlord)

LANDLORD:
BAPTIST HEALTH CARE SYSTEM OF
SOUTH CAROLINA, INC. (SEAL)

By: Charles D. Beaman Jr.

WITNESSES:

Henry P. Shepherd

Cam McCulloch
(As to Tenant)

TENANT:
PALMETTO HEALTH ALLIANCE (SEAL)

By: Charles D. Beaman Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO LANDLORD

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, says that (s)he saw the within-named Landlord sign, seal and deliver the within AMENDMENT TO LEASE; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Cam McCulloch
Witness

SWORN TO before me this

17th day of April 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO TENANT

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, says that (s)he saw the within-named Tenant sign, seal and deliver the within AMENDMENT TO LEASE; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Cam McCulloch
Witness

SWORN TO before me this

30th day of May 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

SCHEDULE A

052902(f:\palmettonw\desc)

EXHIBIT "B"

PARCEL 1: LEASEHOLD PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated as Lease Parcel containing 0.96 acre on Plat Prepared for Palmetto NW, LLC by Cox and Dinkins, Inc. dated May 24, 2002 (the "Plat"), said plat being incorporated herein by reference, said property being more particularly described as follows:

To find the Point of Beginning commence at a rebar at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and run S64°53'15"W for 197.14 feet to a rebar at the westernmost corner of the property which is the Point of Beginning. Thence from the POINT OF BEGINNING, turning and running along property designated as Vacant Lot from rebar to rebar as follows: S18°06'50"W - 94.57 feet; in a curve to the right having a radius of 66.78 feet, an arc distance of 98.71 feet, the chord of which runs S71°16'57"W - 89.97 feet; S18°06'50"W - 103.79 feet; S25°30'18"W - 31.09 feet; N71°53'10"W - 168.26 feet; N18°06'48"E - 34.34 feet; S71°53'10"E - 57.93 feet; N18°06'50"E - 82.25 feet; N71°53'10"W - 20.67 feet; N18°06'50"E - 30.00 feet; S71°53'10"E - 20.67 feet; N18°06'50"E - 93.43 feet; S71°52'25"E - 65.72 feet; N18°06'50"E - 43.12 feet; S71°53'10"E - 120.62 feet to the Point of Beginning.

PARCEL 2: EASEMENT PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated on the Plat as Vacant Lot containing 6.61 acres and being more particularly described as follows:

BEGINNING at a rebar at the northernmost corner of the property at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and running along said sight area S26°47'10"E - 24.33 feet to a rebar; thence turning and running along Parkridge Drive from rebar to rebar as follows: S18°04'29"W - 16.98 feet; in curve to the left having a radius of 358.08 feet, an arc distance of 315.94 feet, the chord of which runs S07°12'08"E - 305.79 feet; thence turning and running along property Now or Formerly Baptist Healthcare System of South Carolina, Inc. from rebar to rebar as follows: S64°07'11"W - 455.25 feet; in a curve to the right having a radius of 96.00 feet, an arc distance of 143.20 feet, the chord of which runs N73°58'26"W - 130.28 feet; N31°14'31"W - 132.71 feet; N08°38'36"W - 393.60 feet; N18°06'50"E - 179.05 feet; thence turning and running along Newberry Avenue as follows: S81°25'02"E - 33.72 feet to a rebar; S71°53'10"E - 273.84 feet to a rebar; S76°11'43"E - 200.42 feet to a concrete monument; S67°38'05"E - 80.94 feet to the Point of Beginning. LESS AND EXCLUDING PARCEL 1.

SCHEDULE B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) GROUND LEASE

THIS GROUND LEASE (this "Lease") dated as of May 1, 2002, by and between PALMETTO HEALTH ALLIANCE, a South Carolina non-profit corporation located in Columbia, South Carolina ("Landlord") and PALMETTO NW, LLC, a South Carolina limited liability company ("Tenant").

This Lease is entered into upon the basis of the following facts, understandings and intentions of the parties:

A. Landlord is a public benefit corporation under the laws of the State of South Carolina, exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose charitable purposes include the provision of quality health care in a cost-effective manner in settings appropriate to patient and payor needs, the provision of health care facilities that include outpatient care, and the establishment and maintenance of hospital/physician relationships that work cooperatively in Landlord's hospitals.

B. Under that certain lease (as amended from time to time, the "BHS Lease") dated as of February 9, 1998, as amended November 23, 1998 and November _____, 2001 by and between Baptist Healthcare System of South Carolina, Inc. (collectively with its successors in interest as lessor under the BHS Lease, "BHS") and Landlord, Landlord is the lessee of an undeveloped tract of real property containing approximately 20.861 acres located at the intersection of Highway 60 and Parkridge Road in the City of Columbia, County of Richland, South Carolina (described on Exhibit "A" hereto and hereinafter referred to as the "Land"). Landlord also owns property adjacent to the Land and desires for the Land to serve as part of a medical campus complex to improve the efficiency and delivery of patient care services.

C. Landlord desires to sublease to Tenant that certain portion of the Land designated for construction of one building (the "Building") to be known as "Palmetto Health Northwest Medical Center" containing approximately 90,000 square feet of space, to be used for medical offices, an ambulatory surgery center, and other uses established by Landlord (the "Ground Leased Premises"). In addition to the Ground Leased Premises, Tenant shall be granted non-perpetual non-exclusive easements for access and parking (the "Non-Exclusive Easements") on the terms and conditions stated hereinafter. Tenant desires to sublease the Ground Leased Premises and acquire the Non-Exclusive Easements from Landlord in order for Tenant to cause the construction of, and own and manage, the Building for the purposes specified herein (the "Project"). The Ground Leased Premises and the Non-Exclusive Easements for access and parking are legally described on Exhibit "B".

D. Landlord and Tenant agree that the rental of the Ground Leased Premises under this Lease (including the calculation of Rent, as such term is defined hereinafter, due under this Lease) is in no way dependent upon, tied to, or related to the volume or value of referrals to the Landlord.

E. The parties desire to establish the terms and conditions of the Lease to fulfill the foregoing objectives.

NOW, THEREFORE, in consideration of the rent to be paid, the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE I - DEMISE AND GRANT

Section 1.01. Ground Leased Premises. Landlord, for and in consideration of the rents, covenants and conditions herein set forth, does hereby sublease to Tenant, and Tenant does hereby sublease from Landlord, the Ground Leased Premises, subject to the terms, conditions and provisions hereof.

Section 1.02. Non-Exclusive Easements. Landlord, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby grant to Tenant, and Tenant does hereby take from Landlord, the Non-Exclusive Easements on the following terms and conditions:

(a) The Non-Exclusive Easements shall permit Tenant, any tenant or subtenant in the Project, and their respective patients, employees, officers, and other invitees, to use the real property as described in **Exhibit "B"** for parking and for access to the Project at no charge.

(b) The right of Tenant, and of any tenant or subtenant of the Project, to use the Non-Exclusive Easements for themselves, their patients, employees, officers, and other invitees shall expire automatically upon the expiration or earlier termination of this Lease.

(c) All rights to use the Non-Exclusive Easements shall be in common with the rights of Landlord and other persons and entities to use the Non-Exclusive Easements and subject to such reasonable rules and regulations as Landlord may prescribe from time to time.

(d) Tenant, all tenants and subtenants in the Project, and all patients, employees, officers, and other invitees of any thereof, shall comply with reasonable restrictions and controls relating hereto imposed by Landlord from time to time.

(e) Landlord has specifically reserved, and does hereby specifically reserve, the right to move, reconfigure, change the number of parking places in, and alter the traffic flow across the real property burdened by the Non-Exclusive Easements; provided that no such change shall reduce the number of parking places therein below the number required to meet applicable zoning requirements. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE II - TERM OF LEASE

Section 2.01. Commencement. The effective commencement date of this Lease ("**Lease Commencement Date**") shall be the date of Tenant's closing of the construction loan for the Project with NBSC (the "**Construction Loan**"). Prior to the Lease Commencement Date, Tenant shall not have any possessory, legal or equitable right, title or interest in or to the Ground Leased Premises or any of the Land. Nonetheless, Tenant shall be entitled to enter upon the Ground Leased Premises to inspect same at any time prior to the Lease Commencement Date; provided, however, that in the event the Construction Loan has not closed on or before June 14, 2002, all rights of Tenant to enter upon the Ground Leased Premises for any reason shall terminate. Such right of entry and inspection shall not include the right to sink monitoring or other wells, or to install any other monitoring devices, or to remove or impair any substantial vegetation at or on the Ground Leased Premises without Landlord's prior written consent. Such right of entry and inspection is specifically conditioned on Tenant's commitment to leave the Ground Leased Premises in the same condition in which it finds them and to remove and decommission properly and promptly all wells and other devices installed at the Demised Premises if Tenant does not proceed with the transaction contemplated in this Lease by June 14, 2002, and to repair promptly all damage caused by any such installation, removal, decommissioning, or inspection. Such obligation shall survive any lapse or termination of this Lease. Such obligation does not imply consent by Landlord for the installation of any wells or other devices. The effective date for rent to commence for this Lease ("**Rental Commencement Date**") shall be the earlier of (i) the first day of the month immediately following the issuance of a building certificate of occupancy, or its equivalent or (ii) October 1, 2003. The Lease Commencement Date and the Rental Commencement Date shall be confirmed by Landlord and Tenant by execution and delivery of a written document acknowledging the same.

Section 2.02. Term. The term of this Lease (the "**Term**") shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the fiftieth (50th) anniversary of the Rental Commencement Date, unless otherwise extended or terminated in accordance with the terms of this Lease (which last day of the Term is referred to hereinafter as the "**Expiration Date**").

Section 2.03. Title in Landlord. At the Expiration Date or sooner termination of this Lease, whether by default, eviction, or otherwise, the Project, Ground Leased Premises, Building and all other improvements upon the Ground Leased Premises shall, without compensation to Tenant or any other party, then become the sole property of Landlord or Landlord's designee, free and clear of all claims to or against them by Tenant or any third person attributable to Landlord or Tenant, and all claims, liens, security interests, and encumbrances (the "**Claims**"), other than the encumbrances existing at the Lease Commencement Date, those claims that are attributable to any act or omission of Landlord or created hereafter in accordance with the terms of this Lease (the "**Permitted Encumbrances**"). Tenant shall defend and indemnify Landlord against all claims, liability and loss, including but not limited to reasonable attorneys' fees and costs, through litigation and all appeals, arising from the act or omission of Tenant or Tenant's agent during the terms of this Lease against the Ground Leased Premises, the Building or the Land, other than the Permitted Encumbrances. All alterations, improvements, additions and utility installations which may be made on the Ground

Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Ground Leased Premises at the Expiration Date or sooner termination of this Lease. Upon request of Landlord, Tenant shall execute a quit claim deed to the Building and Ground Leased Premises, in recordable form.

ARTICLE III - RENT

Section 3.01. **Base Rent.** Tenant agrees to pay Landlord, for the use and occupancy of the Ground Leased Premises, "**Base Annual Rent**" in the amount of Forty Thousand Dollars (\$40,000.00), payable in advance in equal quarterly installments of Ten Thousand Dollars (\$10,000.00), subject to adjustment as provided in this Article III. The payments shall be made commencing on the Rental Commencement Date and shall continue on the first day of each calendar quarter thereafter until the Expiration Date, with the first and last quarterly payments being pro-rated. For example, should the certificate of occupancy be issued on April 5, 2003, the Rental Commencement Date shall be May 1, 2003 with a pro-rated payment for the period from May 1, 2003 through June 30, 2003 and with subsequent quarterly payments being made July 1, October 1, January 1 and April 1 until the Expiration Date, with the final payment being pro-rated. The term "**Rent**" as used herein, shall mean Base Annual Rent and any additional rent due and payable hereunder. On the fifth (5th) anniversary of the Rental Commencement Date (i.e., if the Rental Commencement Date was May 1, 2003, then on May 1, 2008), and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, including any renewal term (if any), the amount of Base Annual Rent shall be increased in each instance by adjusting the Base Annual Rent to an amount reflective of the calculation made in accordance with 3.02 hereafter. The Rent shall not be reduced for any reason, including the construction or development of the Building or any other portion of the Project. Late charges of five percent (5%) of the quarterly Base Rent payment shall be charged when payment is more than ten (10) days past due, payable without demand on the 11th day after the due date.

Section 3.02. **CPI Adjustment.** On the fifth (5th) anniversary of the rental commencement date and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, (each 5th anniversary is hereafter referred to as the "**Change Date**"), including any extended term, the Base Annual Rent shall be adjusted ("**Adjusted Base Annual Rent**") based on changes in the "Consumer Price Index for All Urban Consumers, US City Average (1984=100) specified for All Items" issued by the Bureau of Labor Statistics, United States Department of Labor (the "**Index**"). Such adjustments shall be equal to the product of the Base Annual Rent for the 5 years immediately preceding the then existing Change Date multiplied by the lesser of (a) that certain fraction, the numerator being equal to the Index for the month immediately preceding the Change Date and the denominator being equal to the Index for the month 5 years prior to the month immediately preceding the Change Date or (b) 1.15. Tenant agrees that in no event shall computations according to the provisions of this section reduce Base Annual Rental as previously increased. Tenant shall submit to Landlord a statement of any such adjustment fifteen (15) days prior to the effective date of such increase, which increase shall be deemed conclusively accepted by Landlord unless objected to within fifteen (15) days after receipt thereof. Assume the following by way of example. The Rental Commencement Date is January, 2001. The Base Annual Rent is 100. The Index for December, 2000 is 110 and the Index for December 2005 is 150. The Adjusted Base Annual Rent by the formula is \$115.00, which is the lesser of $100 \times 150/110 = (\$136.36)$ and $100 \times 1.15 = (\$115.00)$.

Section 3.03. Calculation of Real Estate Taxes.

(a) As of the execution of this Lease, no real property taxes are assessed against the Ground Leased Premises. If at any time after the Rental Commencement Date any real property taxes or other taxes are assessed against the Ground Leased Premises or any portion of the Project, the Tenant shall be liable for the payment thereof as additional rent hereunder.

(b) The parties acknowledge that, as of the date hereof, there is no separate real estate tax bill for the Ground Leased Premises. Tenant shall undertake all reasonable actions, with the knowledge and cooperation of Landlord, to identify the Ground Leased Premises as a separate taxable parcel, in compliance with applicable state and local laws. After the Rental Commencement Date and continuing for the Term of this Lease until the Expiration Date or sooner termination thereof, Landlord and Tenant agree that Tenant shall be responsible for the real estate taxes attributable to the Ground Leased Premises as improved with the Project. In this regard, Tenant agrees to obtain all documents necessary to make this determination, including but not limited to a copy of the assessment card on file with Richland County, South Carolina, which should reflect the allocation of the real estate assessment for tax purposes among the Project, the Land, and any other buildings upon the Land.

Section 3.04. Proof of Compliance. Subject to section 3.05 hereof, Tenant shall furnish to Landlord, within ten (10) days before the date when any tax, assessment, or charge (for which Tenant is responsible hereunder) would become delinquent, receipts or other appropriate evidence establishing payment thereof.

Section 3.05. Contesting Taxes. Tenant shall have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid such tax or assessment under protest, Tenant shall furnish to Landlord (i) proof reasonably satisfactory to Landlord that such protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith upon the final determination of such contest or review. Landlord shall, if it determines it is reasonable to do so, and if so requested by Tenant, join in any proceeding for contest or review of such taxes or assessments, but the entire cost of such joinder in the proceedings (including all costs, expenses, and attorneys' fees reasonably sustained by Landlord in connection therewith) shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as the result of such contest or review shall be for the account of Tenant.

Section 3.06. Utilities/Maintenance. From and after the Lease Commencement Date, as additional rent hereunder, Tenant shall pay or cause to be paid all charges for maintenance, security, water, heat, gas, electricity, cable, telephone, trash disposal, sewers and any and all other utilities used upon the Ground Leased Premises throughout the Term, including without limitation any connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity. So long as the Building is the only building on the Land, Tenant shall also pay all charges for maintenance, security and all utilities applicable to the parking and access ways located on the Land and/or subjected to the Non-Exclusive Easements. All contracts entered into

by Tenant for maintenance or security of the Land, other than for the Building, shall either have a term no longer than one year or be terminable on 90 days notice. Upon Landlord obtaining a certificate of occupancy for any building on the Land, other than the Building, Landlord shall have the option at any time thereafter to: (i) take over maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land and Tenant shall pay to Landlord monthly as additional rent Tenant's prorata share of such costs, based on the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land; or (ii) pay to the Tenant the Landlord's prorata share of the cost of such utilities, maintenance and security services as are being paid by Tenant for the maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land (other than the Building), based upon the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land. In no event shall Tenant be responsible for paying the charges for the installation, maintenance, security or utilities applicable to any general medical campus sign or fountain installed by Landlord.

Section 3.07. Security Deposit. No security deposit is required hereunder.

Section 3.08. Development Fees. Landlord shall not have any liability or responsibility for development fees, impact fees or other similar fees or charges pertaining to or arising out of development of the Project. Tenant shall pay timely all such fees or otherwise cause timely payment by the proper party responsible for payment. However, Landlord shall cooperate in the development of the Project so long as Landlord shall incur no cost or liability for such cooperation and such cooperation does not impair Landlord's rights to develop the remainder of the Land or any of Landlord's other real property adjacent to the Land. Such cooperation shall include, but not be limited to, execution of permits, applications, etc.

Section 3.09. Triple Net. All rent payable hereunder shall be paid as "triple net" rent without deduction or offset. It is the intent of the parties, except as is otherwise provided in this Lease, that, from and after the Rental Commencement Date, Tenant shall pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments arising after the Rental Commencement Date of every kind and nature incurred for, against, or in connection with the Ground Leased Premises, including without limitation all assessments, both regular and special, which may be due to any property association by virtue of recorded declarations, covenants and restrictions affecting the Ground Leased Premises or the Project, as same may be amended from time to time. It is the further intent of the parties that, from and after the Lease Commencement Date, Tenant shall pay or cause to be paid timely all insurance premiums, utilities expenses, and other charges of every kind and nature incurred for, against, or in connection with the construction of the Project. All such costs, charges, insurance premiums, taxes, utilities, expenses and assessments covering the Ground Leased Premises shall be appropriately prorated upon the Rent Commencement Date and upon the expiration of this Lease, except for any expenses such as insurance premiums which are not being assumed by or transferred for the benefit of Landlord.

Section 3.10. Regulatory Adjustment. Notwithstanding anything herein to the contrary, the parties agree to negotiate in good faith to modify this Lease (including the rental due

hereunder) if this Lease is challenged and determined to be invalid, illegal, or unenforceable by final order of a judicial or administrative forum having jurisdiction, or if an opinion of recognized counsel is provided to the effect that this Lease is or reasonably may be invalid, illegal, or unenforceable or may give rise to sanctions or penalties under regulations applicable to Landlord.

ARTICLE IV - PARKING

Tenant shall use its best efforts to see that employees of occupants of the Building park in spaces designated for such persons by Landlord. Landlord reserves the right to relocate and restructure parking from time to time. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE V - IMPROVEMENTS AND ALTERATIONS

Section 5.01. Building. Tenant shall develop, construct and operate upon the Ground Leased Premises, at its sole cost and expense, the Building, and shall develop and construct the access ways, parking and landscaping on the Land as shown on the plans and specifications more fully described in Exhibit "C" attached hereto; provided, however, that Landlord shall reimburse Tenant the documented cost of rough grading the Building site and the site of the parking area and the documented cost of extending storm sewer, water, sewer and electrical utilities to the Building pad. The Project shall be constructed substantially in accordance with the preliminary plans and specifications more fully described in Exhibit C, unless otherwise agreed by Landlord in writing. Tenant shall submit final plans and specifications to Landlord for its approval, including all signage to be located on the Building or otherwise. Approval by Landlord shall not operate to relieve Tenant of its obligations herein. The review and approval of Landlord will be accomplished without unreasonable delay and approval will not be unreasonably withheld so long as the final plans and specifications are consistent with and at least equal in quality to those described on Exhibit C. If Landlord does not notify Tenant of any disapproval, or request any changes, within thirty (30) working days after submission, approval by Landlord shall be deemed to have been granted. If Landlord shall disapprove any portion of the final plans or specifications or request any amendments thereto, written disapproval describing specifically the items to which objection is registered or written request for amendments shall be delivered to Tenant within such thirty (30) day period. It is understood and agreed that Landlord and Tenant will work together in submitting and responding to requests for approvals in a reasonable manner and in an expeditious manner.

Section 5.02. Commencement of Construction. Landlord may reasonably request amendments or changes in the plans and specifications provided the requested amendment or change will not unreasonably delay the commencement or progress of construction of the Building. Landlord has the right to disapprove and require changes and corrections of any substandard items without incurring any costs and such costs shall be borne by Tenant. Subject to the provisions hereinbelow, the commencement of the site work will begin not later than June 30, 2002 and construction of the Building, access ways and parking will be completed not later than November 30, 2003, seventeen months from the date of commencement of construction. During construction of the Building, Tenant shall report monthly to Landlord on

the construction progress. After the plans and specifications in Exhibit C are approved by Landlord, Tenant shall make no material structural changes or alterations in the Building or other improvements or material changes in the external decor of such Building and other improvements without the prior written consent of Landlord. Nothing in this Lease shall be construed so as to subject the Ground Leased Premises or the Land, or permit the Ground Leased Premises or the Land to be subjected to, liens of any laborer, contractor, mechanic or materialman or to any other liens arising out of or connected with the development, site preparation, construction, maintenance, or demolition of any improvements, alterations or additions to existing improvements, unless Landlord expressly consents to such liens in writing. On Landlord's behalf, prior to commencement of construction, Tenant shall file a notice of non-responsibility by Landlord for mechanics' liens relative to the Building, the site preparation for the Land and the improvements shown on Exhibit C.

Section 5.03. Utilities. At Tenant's request and at Tenant's cost and expense (except as set forth in 5.01 above), Landlord shall enter into agreements with public utility companies approved by Landlord creating easements in favor of such companies for "Utility Facilities", as defined below, as reasonably are required in order to service the Project to be constructed and operated on the Ground Leased Premises; provided, however, that any such easements (i) may only be located within those areas of the Land which will not materially interfere with any improvements located upon the Land or constructed in connection with the Project; (ii) must be approved by Landlord as to location, size and the form of the easement agreement, which consent will not be unreasonably withheld or delayed; and (iii) may only be granted as non-exclusive easements. Tenant agrees, where requested by Landlord, to join in the grant of such easements and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same in the event Tenant's joinder is required in connection with any easements affecting any portion of the Land. The parties agree to use reasonable efforts to cause any encumbrances on the Ground Leased Premises to be subordinate to such easements, as may be required by any utility companies. For purposes of this Lease, "Utility Facilities" shall mean such underground conduits, wires, lines, pipes and mains and other underground electrical, gas, sanitary sewer, water and telephone and telecommunications structures and improvements necessary for the transmission and/or provision of electricity and electrical services, natural gas and natural gas services, sanitary sewer services, water and water services and telephone and telecommunications services to the Project and the improvements now or hereafter located thereon, and such pipes, mains, swales, lift stations and retention ponds and other improvements necessary for the provision of stormwater drainage services to the Project and the improvements now or hereafter located thereon.

Section 5.04. Additional Easement Rights and Obligations. With regard to the utility easements referred to herein, subject to Landlord's approval as set forth in 5.03 above and Landlord's reimbursement obligation in 5.01 above, Tenant shall, at Tenant's cost (i) have the right to and shall cause the construction of the utility improvements by a developer engaged by Tenant to construct the Project (the "Developer"), Tenant's general contractor and/or the utility company, as the case may be; and (ii) maintain the utility easement areas. All utility improvements constructed on or servicing the Ground Leased Premises shall remain upon the Ground Leased Premises at the termination of the Lease and shall, without compensation to Tenant, become the property of Landlord.

EXHIBIT "A"

Portion of Richland Memorial Hospital (Main Campus)

All that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, containing 50 acres, as shown and delineated on plat of property of John C. B. Smith by B.P. Barber & Associates, Engineers, dated November 29, 1965, recorded in the office of the Clerk of Court for Richland County in Plat Book X, page 444, being more particularly described and bounded as follows: COMMENCING at an iron on the South side of the right of way of Sunset Drive - S.C. Highway #16 thence running S88°43'E 1118.05 feet to an iron; thence turning and running S2°01'E 438.50 feet to a fence post; thence turning and running S87°59'E 400.00 feet to a fence post; thence turning and running N2°01'E 135.50 feet to a fence post; thence turning and running N63°50'E 233.30 feet to an iron on Sunset Drive; thence turning and running S50°38'E along Sunset Drive 805.70 feet to an iron at the intersection of said Sunset Drive and Colonial Drive; thence turning and running S25°47'W along Colonial Drive 318.50 feet to an iron; thence turning and running N70°09'W 786.50 feet to an iron; thence turning and running S03°14'E 383.00 feet to an iron; thence turning and running S78°31'W 411.70 feet to an iron; thence S76°57'W 476.30 feet to an iron; thence S78°42'W 487.20 feet to an iron; thence S52°58'W 217.78 feet to an iron; thence N01°17'E 1569.05 feet to the point of commencement. Said property being bounded as follows: On the North by Sunset Drive - S.C. Hwy #16 and property of Board of School Commissioners of School District #1, Richland County; Northeast by Sunset Drive - Rd S-326; Southeast by Colonial Drive - Rd. S-73; South by property of Margaret O. Brown and the State of South Carolina, and on the West by property of John C. B. Smith.

LESS AND EXCEPT:

All that certain piece, parcel or lot of land lying and being in the County of Richland, State of South Carolina, containing .28223 acres, more or less; said lot is triangular in shape and is bounded as follows: on the west by land now or formerly of Smith whereon it measures 253.80 feet; on the east by the Columbia Hospital Frontage Road (proposed) whereon it measures 144.60 feet; and on the south by the Harden Street Extension (proposed) whereon it measures 112.50 feet. Said property is more particularly shown in a plat prepared by the South Carolina Highway Department, dated April 30, 1971, to be recorded in the Richland County Courthouse.

EXHIBIT "B"

Portion of Richland Memorial Hospital (Main Campus)

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown as Parcel "A", containing 4.00 acres and Parcel "B", containing 0.63 acres, both being shown on a plat prepared for Board of School Commissioners, School District No. 1 of Richland County by B. P. Barber & Associates, Inc., dated September 20, 1965 and recorded in the R.M.C. Office for Richland County in Plat Book 34 at page 141.

EXHIBIT "C"

List of property owned by Richland Memorial Hospital

1. 10.34 Acres, Blarney Drive. Parcel A (Heron Property), Plat Book 51, page 4138.
2. 6.64 acres, Blarney Drive. Parcels B and C (Turnpike Property), Plat Book 51, page 4138
3. 1560 Daulton Drive
4. 1616 Daulton Drive
5. 2800 Colonial Drive
6. 3107 Grand Street
7. 3109 Grand Street
8. 2004 Academy Street
9. 1905 Academy Street
10. 1910 Marshall Street
11. 3303 Colonial Drive
12. 3205-3209 Colonial Drive
13. 3205 Grand Street
14. 215 Greenfield Road
15. 2001 Academy Street
16. 1308 Laurel Street
17. 4311 Hardscrabble Road
18. 1907 Shealy Street
19. 1801 Sunset Drive
20. Woodhill Mall
21. 1820 Marshall Street

EXHIBIT C (Continued)

PROPERTY NO. 1:

Fee simple owner: Richland Memorial Hospital

Property surrounding Richland Memorial Northeast Medical Center:

PARCEL A (10.342 Acres):

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being a portion of the property shown on a plat prepared for Richland Memorial Hospital by Enwright Associates, Inc., dated December 23, 1986, and recorded in the R.M.C. Office for Richland County in Plat Book 51, at page 4138, said plat being specifically incorporated herein by reference; and according to said latter plat having the following metes and bounds:

Beginning at an iron pin at the northern most point of the said tract where the southern edge of Blarney Drive intersects with the eastern edge of Barbara Road, and running in a southeasterly direction along Blarney Drive in and for the following directions and distances S55°50'14"E for a distance of 355.62 feet to an iron pin; thence turning and running S55°43'20"E for a distance of 328.11 feet to an iron pin; thence turning and running in a curved line the chord of which runs S64°18'38"E for a distance of 88.01 feet to an iron pin; thence turning and running in a curved line the chord of which runs S77°40'17"E for a distance of 90.88 feet to an iron pin; then S87°46'52"E for a distance of 136.50 feet to an iron pin; thence turning and running in a curved line the chord of which runs S79°02'02"E for a distance of 150.90 feet to an iron pin; thence turning away from the southern edge of Blarney Drive in a southwesterly direction S38°32'27"W for a distance of 620.51 feet to an iron pin; thence turning and running in a northwesterly direction along property of Hunter in and for the following directions and distances: thence turning and running N70°03'37"W for a distance of 121.66 feet to an iron pin; thence turning and running N79°04'42"W for a distance of 126.39 feet to an iron pin; thence turning and running along the northern edge of Daulton Road N74°10'53"W for a distance of 329.67 feet to an iron pin where the northern edge of Daulton Road intersects with the eastern edge of Barbara Road; thence turning and running along the eastern edge of Barbara Road in and for the following directions and distances: N14°25'15"E for a distance of 108.87 feet to an iron pin; thence turning and running N11°30'06"E for a distance of 100.91 feet to an iron pin; thence turning and running in a curved line the chord of which runs N3°41'58" for a distance of 104.01 feet to an iron pin; thence turning and running in a curved line the chord of which runs N4°46'12"W for a distance of 101.37 feet to an iron pin; thence turning and running in a curved line the chord of which runs N14°42'29"W for a distance of 100.58 feet to an iron pin; thence turning and running N19°26'30"W for a distance of 200.13 feet to an iron pin; thence turning and running N15°59'34"W for a distance of

Property No. 1 continued:

96.93 feet to an iron pin; thence turning and running N8°44'36"W for a distance of 17.78 feet to the iron pin marking the point of beginning.

TMS No.: 17012-2-1

EXHIBIT C (Continued)

Property No. 2:

Fee simple owner: Richland Memorial Hospital

Turnpike Property - Blarney Drive

All those certain pieces, parcels or tracts of land, situate, lying and being southwest of Blarney Drive, in the County of Richland, State of South Carolina, containing, in the aggregate 8.944 acres and consisting of Parcel A (containing .804 acre) and Parcel B (containing 8.14 acres) as shown on a plat prepared for Turnpike, Inc., by Enwright Surveying, Inc., dated May 7, 1984 and recorded in the RMC Office for Richland County in Plat Book Z at page 9973, said property having the following courses, measurements, metes and boundaries as shown by the aforesaid plat, to wit:

PARCEL A:

BEGINNING at an iron located at the northernmost corner of Parcel A. which iron is located on the southern boundary of the right of way for Blarney Drive; thence running from said point of beginning along the southern boundary of the right of way for Blarney Drive S72°05'E for 76.93 feet to an iron; thence continuing along said right of way S65°02'23"E for 97.23 feet to an iron whereon the subject property corners with property of South Carolina Highway Department; thence turning and running S41°30'W for 231.00 feet to an iron; thence turning and running N58°26'W for 155.62 feet to an iron; thence turning and running N38°24'30"E for 201.33 feet to an iron, this being the point of BEGINNING.

PARCEL B:

BEGINNING at an iron located at the northernmost corner of Parcel B, said iron being located on the southern boundary of the right of way for Blarney Drive; thence running from said point of beginning along the southern boundary of the right of way for Blarney Drive as follows: S51°02'30"E for 62.3 feet to an iron; S37°07'E for 102.57 feet to an iron; S23°49'E for 242.40 feet to an iron; S30°30'E for 118.64 feet to an iron; S58°44'W for 15.95 feet to an iron; S38°08'E for 104.73 feet to an iron; S26°31'40"E for 86.38 feet to an iron; S14°38'W for 207 feet to an iron; S32°07'W for 74.27 feet to an iron; thence turning and running N54°52'26"W for 61.10 feet to an iron; N55°51'W for 616.31 feet to an iron; N74°07'W for 238.64 feet to an iron; N70°33'W for 21.50 feet to an iron; and N70°21'W for 26.50 feet to an iron; thence turning and running along property now or formerly of Malone N38°35'09"E for 272.13 feet to an iron; thence turning and running along property of South Carolina Highway Department S57°30'23"E for 95.42 feet to an iron; S86°56'50"E for 88.36 feet to an iron; N65°11'32"E for 65.37 feet to an iron; N41°27'57"E for 60.51 feet to an iron; N57°30'W for 24.75 feet to an iron and N41°30'E for 228.30 feet to an iron, this being the point of BEGINNING.

Property No. 2 continued:

The above described property is also shown as Parcels B and C on plat prepared for Richland Memorial Hospital by Enwright Associates, Inc., dated December 23, 1986, revised January 5, 1987, recorded in the RMC Office for Richland County in Plat Book 51, at page 4138.

PARCEL D (0.733 Acres):

All that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in Richland County, South Carolina, containing approximately 0.727 acres located on the southwestern side of Blarney Drive near the interchange of U.S. Route 1 and I-77, shown and delineated on a plat of property surveyed for Richland Memorial Hospital by Enwright Surveying, Inc., dated December 23, 1986, recorded in Plat Book 51 at page 4138 in the Office of the R.M.C. for Richland County, as follows:

Beginning at an iron pin at the northern most point of said tract where the southern edge of Blarney Drive intersects with the eastern edge of Barbara Road, and running in a southeasterly direction along Blarney Drive in and for the following directions and distances: S55°50'14"E for a distance of 355.62 feet to an iron pin; thence turning and running S55°43'20"E for a distance of 328.11 feet to an iron pin; thence turning and running in a curved line the chord of which runs S65°18'38"E for a distance of 88.01 feet to an iron pin; thence turning and running in a curved line the chord of which runs S77°40'17"E for a distance of 90.88 feet to an iron pin; then S87°46'52"E for a distance of 136.50 feet to an iron pin; thence turning and running in a curved line the chord of which runs S79°02'02"E for a distance of 150.90 feet to an iron pin; thence turning and running N39°53'30"E for a distance of 9.76 feet to an iron; thence turning and running S79°05'00"E for a distance of 76.93 feet to an iron; thence turning and running S64°02'23"E for a distance of 97.23 feet to an iron which is the Point of Beginning; thence turning and running S41°30'00"W for a distance of 231.0 feet to an iron; thence turning and running N58°26'00"W for a distance of 155.62 feet to an iron; thence turning and running S38°32'58"W for a distance of 156.15 feet to an iron; thence turning and running S57°30'23"E for a distance of 95.42 feet to an iron; thence turning and running S86°56'50"E for a distance of 88.36 feet to an iron; thence turning and running N65°11'32"E for a distance of 65.37 feet to an iron; thence turning and running N41°27'57"E for a distance of 60.51 feet to an iron; thence turning and running N57°30'00"W for a distance of 24.75 feet to an iron; thence turning and running N41°30'00"E for a distance of 228.30 feet to an iron; thence turning and running N51°02'58"W for a distance of 20.00 feet to the Point of Beginning.

Property No. 2 continued:

ALSO:

All that certain piece, parcel or strip of land containing approximately 0.15 acre and being triangular in shape, located on the northwest side of Blarney Drive near the interchange of U.S. Route 1 and I-77 in Richland County, State of South Carolina. Said property being identified as a portion of Tract 102 on plan sheet 53 of the South Carolina Department of Highways and Public Transportation plans for I-77, File No. 40.973, and being more particularly described as follows:

Beginning at a point on the right of way at approximately survey station 14+65; thence northeast for 70 feet, more or less to a point; thence southwest for 65 feet more or less to a point; thence southeast for 20 feet, more or less to the point of beginning; being bounded on the south and east by Blarney Drive and on the north and west by lands now or formerly of Lukas Leasing Company.

Being the same property conveyed to Richland Memorial Hospital by deed of South Carolina department of Highways and Public Transportation, recorded in the Office of the R.M.C. for Richland County on January 5, 1987, in Deed Book D825, page 394.

NOTE: The location of this 0.15 acre parcel is incorrectly shown on the tax maps. According to the survey prepared for the conveyance of the remainder of the property conveyed to Ricland Memorial Hospital, known as Property No. 2, this property abuts Blarney Drive.

LESS AND EXCEPT:

Property described in Deed Book D886, page 233, conveyed to Richland Memorial Medical Center Northeast Limited Partnership as shown on plat recorded in the Office of the RMC for Richland County in Plat Book 52, page 1190.

Property No. 2 is located at the intersection of Two Notch Road and Blarney Drive. Richland Memorial Hospital originally bought this property in three deeds: Deed Book D825, page 388; Deed Book 825, page 392 and Deed Book D825, page 394. Subsequently Richland Memorial Hospital deeded 3.12 acres to Richland Memorial Medical Center leaving approximately 6.64 acres. There is no current survey of the remaining portion of the property.

TMS No.: 17012-02-02 and 17012-02-03

EXHIBIT "C" (Continued)

Property No. 3:

Fee simple owner: Richland Memorial Hospital

1560 Daulton Drive

All that certain piece, parcel or lot of land, situate, lying and being in the State of south Carolina, County of Richland, being shown and delineated as Lot "C" on a plat prepared for S.C. Gray by James C. Covington, C.E. on November 9, 1954, recorded in the Office of the R.M.C for Richland County in Plat Book 5 at page 374; said lot being bounded and measuring as follows: On the Northeast by property now or formerly of Lukas Leasing Co. and measuring thereon 82 feet, more or less; on the Southwest by Daulton Road and measuring thereon 84 feet, more or less; on the Northwest by Lot D measuring thereon 260 feet, more or less; on the Southeast by Lot B and measuring thereon 274 feet more or less; except however, that portion of said lot which is now included in the right of way of Daulton Road; being property conveyed to Eleanor F. Going by Harry M. Lightsey, as Master in Equity for Richland County by deed dated March 7, 1956, and recorded in the Office of the R.M.C. for Richland County in Deed Book 181, at page 52 on March 7, 1956.

Being the same property conveyed to Richland Memorial Hospital by deed of Eleanor T. Going, recorded in the Office of the R.M.C. for Richland County on December 31, 1986 in Deed Book D824, page 401.

TMS No.: 17012-02-08

EXHIBIT "C" (Continued)

Property No. 4:

Fee simple owner: Richland Memorial Hospital

1616 Daulton Drive

All that certain piece, parcel or lot of land and all improvements thereon, being in the County of Richland, State of South Carolina, containing 0.803 acres more or less, lying on the Northeast side of Daulton Road and being more particularly shown on that plat of property of Fred R. Hunter prepared for Richland Memorial Hospital on May 12, 1987, by Prime Associates, Inc., through its Registered Land Surveyor, William Wingfield, R.L.S., and recorded on May 26, 1987 in Plat Book 51, at page 6747 in the RMC Office for Richland County. Reference being made to said plat for a more complete and accurate description.

Being the same property conveyed to Richland Memorial Hospital by deed of Fred R. Hunter, recorded in the Office of the RMC for Richland County on May 27, 1987 in Deed Book D842, page 592.

TMS No.: 17012-02-12

EXHIBIT "C" (Continued)

PROPERTY NO. 5:

Fee simple owner: Richland Memorial Hospital

2800 Colonial Drive

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on Colonial Drive in and near the City of Columbia County of Richland, State of South Carolina, being shown and delineated as 8.326 acres on the north western corner of Colonial Drive and Harden Street Extension on a plat of property prepared for Richland Memorial Hospital, by B. P. Barber & Assoc., dated December 16, 1988 and recorded in the Office of the R.M.C. for Richland County in Plat Book 52, at page 4451, and being more particularly described by reference to said plat as follows: BEGINNING at an iron located on the northeastern boundary of the right-of-way of Harden Street Extension near its intersection with the right-of-way of Colonial Drive, such iron being the POINT OF BEGINNING; thence running in a curve along the right-of-way of Harden Street Extension (Road No. P-4002) for a chord being of N60°32'27"W for a chord distance of 94.58 feet and an arc distance of 94.61 feet to an iron; thence running N62°49'34"W for a distance of 405.22 feet along the said right-of-way of Harden Street Extension to an iron; thence continuing in a curve along said right-of-way for a chord being of N66°53'24"W for a chord distance of 130.01 feet and an arc distance of 130.07 feet to an iron; thence continuing in a curve along the right-of-way of Harden Street Extension for a chord bearing of N73°51'53"W for a chord distance of 148.20 feet and an arc distance of 148.30 feet to an iron; thence turning and running N78°31'23"E along property of Richland Memorial Hospital for a distance of 279.10 feet to an iron; thence turning and running N3°13'37"W along property of Richland Memorial Hospital for a distance of 382.50 feet to an iron; thence turning and running S70°09'00"E along property of Richland Memorial Hospital for a distance of 786.20 feet to an iron; thence turning and running along the right-of-way of Colonial Drive S25°51'19"W for a distance of 523.68 feet to an iron; thence running in a curve along the intersection of Colonial Drive and Harden Street Extension for a chord bearing of S68°31'45"W for a chord distance of 62.75 feet and an arc distance of 70.86 feet to an iron; said iron being the POINT OF BEGINNING; be all said measurements a little more or less.

TMS Nos: 11503-01-03 and 11503-01-02

EXHIBIT "C" (Continued)

PROPERTY NO. 6:

Fee simple owner: Richland Memorial Hospital

3107 Grand Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the intersection of Sunset Drive and Grand Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, being triangular in shape, and being shown and designated as Lot 2, Block 36 on a plat of property surveyed for Allard M. Langston by William M. Brasington, P.L.S., dated February 23, 1988 and recorded on February 26, 1988 in the Office of the R.M.C. for Richland County in Plat Book 52 at page 415 and having the following boundaries and measurements as shown on said plat:

Beginning at the Northeastern corner of the plat at a point designated as the Point of Beginning and running along Grand Street S9°42'17"E for a distance of 135.01 feet to an iron pin; thence turning and running along Sunset Drive N46°10'43"W for a distance of 168.99 feet to an iron pin; thence turning and running N80°48'5"E for a distance of 100.46 feet to the Point of Beginning.

TMS No.: 11503-02-02

EXHIBIT "C" (Continued)

PROPERTY NO. 7:

Fee simple owner: Richland Memorial Hospital

3109 Grand Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, known as Number 3109 Grand Street, also shown as Lot 1, Block 36 on plat prepared for George M. Derrick, Sr. by William M. Brasington, dated February 23, 1988 and recorded on February 26, 1988 in the Office of the R.M.C. for Richland County in Plat Book 52 at page 414, said property having the following metes and bounds:

Beginning at a point in the southeastern corner of the plat designated as the Point of the Beginning and traveling $S80^{\circ}48';15''W$ for a distance of 100.46 feet to an iron pin; thence turning and traveling along Sunset Drive $N45^{\circ}29';7''W$ for a distance of 74.67 feet to an iron pin; thence turning and running along Shealy Street $N80^{\circ}49';49''E$ for a distance of 144.65 feet to an iron pin; thence turning and running along Grand Street $S9^{\circ}12';20''E$ for a distance of 60.12 feet to a point which is the Point of Beginning.

TMS No.: 11503-2-1

EXHIBIT "C" (Continued)

PROPERTY NO. 8:

Fee simple owner: Richland Memorial Hospital

2004 Academy Street

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown as Lot No. 1 and the major portion of Lot No. 3, Block "9" on plat of Colonial Heights by T. I. Weston, dated September, 1905, and recorded in the Office of the Clerk of Court for Richland County in Plat Book "A" at page 167, and having the following boundaries and measurements: Bounded on the North by Academy Street whereon it measures 125.00 feet; on the East by Lots 2 and 4, whereon it measures 95.00 feet; on the South by the remaining portion of Lot 3 whereon it measures 125.00 feet; on the West by Grand Street, whereon it measures 95.00 feet. Be all measurements a little more or less.

TMS No.: 1504-29-01

EXHIBIT "C" (Continued)

PROPERTY NO. 9:

Fee simple owner: Richland Memorial Hospital

1905 Academy Street

All that piece, parcel or lot of land, with all improvements thereon, known as 1905 Academy Street, situate, lying and being in the Eau Claire Section of Richland County, Columbia, South Carolina, being shown and delineated as Lots Nos: 10 and 11 of Block 33, on a plat of Colonial Heights, made by Thomas I. Weston, C.E., and recorded in the office of the Clerk of Court for Richland County in Plat Book "A" at page 167, said lots form in shape a unit rectangle measuring on its northern and southern sides 104 feet and on its eastern and western sides 125 feet; being bounded on the North by Lots 2 and 3 of said block; on the East by Lot No. 12 of said block; on the South by King Street; and on the West by Lot No. 9 of said block.

TMS No.: 11504-26-13

EXHIBIT "C" (Continued)

PROPERTY NO. 10:

Fee simple owner: Richland Memorial Hospital

1910 Marshall Street

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Marshall Street, between Broad and Grand Streets, in Colonial Heights, a suburb of the City of Columbia, in the County of Richland, State of South Carolina, and said lot of land measuring on its northern and southern sides 104 feet; and on its eastern and western sides 125 feet; and being bounded on the North by said Marshall Street; on the East by Lot No. 5 in Block No. 33 on plat of Colonial Heights hereinafter referred to; on the South by Lots 11 and 12 in said Block 33 and on the West by Lot No. 2 in said Block No. 33 said lot of land being composed of and embracing Lots 3 and 4 in said Block 33 as appears by Plat of Colonial Heights, recorded in Plat Book "A", page 171 in the Office of the Clerk of Court for Richland County.

TMS No.: 11504-26-03

EXHIBIT "C" (Continued)

PROPERTY NO. 11:

Fee simple owner: Richland Memorial Hospital

3303 Colonial Drive

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being in Colonial Heights, a suburb of the City of Columbia, in the County of Richland, State of South Carolina, and being known as Lots Number 8 and 10 in Block Number 7 on a plat of Colonial Heights made by Thomas I. Weston, C.E., September 1905, which plat is recorded in the Office of the Clerk of Court for Richland County in Plat Book "A", page 167, said lots being bounded on the North by Lot No. 6 and measuring thereon 125 feet; on the East by Central Ave. and measuring thereon 100 feet; on the South by King Street and measuring thereon 125 feet; and on the West by lots number 7 and 9.

TMS No.: 11504-25-05

EXHIBIT "C" (Continued)

PROPERTY NO. 12:

Fee simple owner: Richland Memorial Hospital

3205-3209 Colonial Drive

PARCEL 1:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on the Western side of Colonial Drive between Shealy Street and Academy Street and being known as 3205 Colonial Drive, in the City of Columbia, County of Richland, State of South Carolina; being shown and designated as Lot 6, Block 9 on plat of Colonial Heights, made by Thomas I. Weston, dated September, 1905, and recorded in the RMC Office for Richland County, South Carolina, in Plat Book "A", page 171 (now Plat Book "A", at page 167).

ALSO: All that certain piece, parcel or lot of land, situate, lying and being on the Western side of Colonial Drive in the City of Columbia, County of Richland, State of South Carolina; being shown as Lot 4, Block 9, on plat of property for Suburban Home Company, dated September, 1905, and recorded in the RMC Office for Richland County, South Carolina in Plat Book "A" at page 167.

PARCEL 2:

All that certain piece, parcel or tract of land with improvements thereon situate, lying and being in the County of Richland, City of Columbia, State of South Carolina and being located on the Southwest corner of the intersection of Colonial Drive and Academy Street and known as 3207-9 Colonial Drive, Commencing at the Southwest corner of said intersection of Colonial Drive and Academy Street and running in a southerly direction for a distance of 50 feet; thence turning and running at a right angle in a westernly direction for a distance of 125 feet; thence turning and running at a right angle in a northerly direction for a distance of 50 feet, more or less; and thence turning and running in an easternly direction to the point of commencement for a distance of 125 feet. Said lot being bounded on the North by Academy Street, on the East by Colonial Drive, on the South by Lot #3, Block 8, and on the West by a portion of Lot #1 of Block 8, all of which is shown and designated on a tax plat for School District #1-C, page 278, as recorded in the County Assessor's Office. The above measurements are specified as more or less.

The above Parcels 1 and 2 are further shown on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated June 16, 1993 recorded in the Office of the R.M.C. for Richland County in Plat Book ____ at page ____.

TMS Nos.: 11504-29-02, 11504-29-03 and 11504-29-04

EXHIBIT "C" (Continued)

PROPERTY NO. 13:

Fee simple owner: Richland Memorial Hospital

3205 Grand Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the Southwest corner of the Intersection of King Street and Grand Street in Colonial Heights, now part of the City of Columbia, in the County of Richland, in the State of South Carolina; said lot is bounded on the North by King Street for a distance of 52 feet; on the East by Grand Street for a distance of 125 feet; on the South by Lot 10 in said Block 35, measuring thereon 52 feet, and on the West by Lot 5 in said Block 35, measuring thereon 125 feet; the lot hereby conveyed being Lot 6 in Block 35 on a plat of Colonial Heights, recorded in the Office of the Clerk of Court for Richland County in Plat Book "A", at page 171.

TMS No.: 11504-29-04

EXHIBIT "C" (Continued)

PROPERTY NO. 14:

Fee simple owner: Richland Memorial Hospital

215 Greenfield Road

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as a one acre tract on a plat prepared for Life Styles, L.P. by Cox and Dinkins, Inc., dated March 29, 1989, revised October 10, 1989, and recorded in Plat Book 52 at page 8012 in the Office of the R.M.C for Richland County and being further shown on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated August 11, 1994, revised August 29, 1994 and recorded in Plat Book 55 at page 4233 in the Office of the RMC for Richland County and according to the latter referred to plat, having the following measurements and boundaries, to wit: Beginning at an iron at the southwestern intersection of Greenfield road and Tidewater Drive and running S45°00'49"W for a distance of 152.16 feet, to an iron; thence turning and running N44°59'15"W for a distance of 292.74 feet to an iron; thence turning and running N49°51'59"E for a distance of 152.70 feet to an iron; thence turning and running S44°59'18"E for a distance of 279.82 feet to an iron and the point of commencement. Said property is bounded on the southeast by Tidewater Drive on the southwest by property of Williamsburg Square Associates, inc., on the northwest by Proposed Pineland Road Extension, and on the northeast by and fronting on Greenfield Road.

EXHIBIT "C" (Continued)

PROPERTY NO. 15:

Fee simple owner: Richland Memorial Hospital

2001 Academy Street

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown and designated as Lots No. 7 & 9, Block No. 7; on plat of Colonial Heights by Thomas I. Weston, dated September, 1905, and recorded in the Office of the R.M.C. for Richland County in Plat Book "A", page 167. Reference is also made to plat prepared for John S. Carter and Phoebe R. Carter, by James F. Polson, dated December 17, 1987, and recorded in Plat Book No. 52, page 2961. Being further shown and delineated on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated March 1, 1995 and recorded in the Office of the R.M.C. for Richland County in Plat Book 55 at page 6815 and according to said latter plat having the following metes and bounds, to wit: On the South by Academy Street, whereon it fronts and measures 125.04 feet; on the West by Grand Street, whereon it measures 99.55 feet; on the North by Lot 5, whereon it measures 125.00 feet; and on the East by Lots 8 and 10, whereon it measures 99.88 feet. Be all measurements a little more or less.

TMS No.: 11504-25-06 and 11504-25-07

EXHIBIT "C" (Continued)

PROPERTY NO. 16:

Fee simple owner: Richland Memorial Hospital

1308 Laurel Street

All that certain piece, parcel or tract of land, together with all improvements thereon, lying and being in the City of Columbia, County of Richland, State of South Carolina containing 0.586 acres, as shown on that survey for the Greater Columbia Chamber of Commerce dated June 2, 1993, prepared by B.P. Barber & Associates, Inc., recorded in Book 54 at page 7218 in the Richland County RMC Office, said property being more particularly described as follows:

BEGINNING at an "X" in brick found near the southeastern corner of the intersection of Laurel Street and Sumter Street, thence running N16°34'37"W for a distance of 78.11 feet to an open-top pipe found, thence running S73°39'03"W for a distance of 84.28 feet to an open-top pipe found, thence running N16°35'34"W for a distance of 73.22 feet to an open-top pipe found, thence running S74°28'11"W for a distance of 54.91 feet to an open-top pipe found, thence running S72°02'57"W to a power pole through a p/k nail set 2 feet west of said power pole for a total distance of 69.61 feet, thence running S16°30'08"E through a p/k nail set 2 feet north of said power pole to an open-top pipe found for a total distance of 151.03 feet; thence running N73°24'53"E for a distance of 208.99 feet to the POINT OF BEGINNING.

TMS No.: 9015-08-01

EXHIBIT "C" (Continued)

PROPERTY NO. 17:

Fee simple owner: Richland Memorial Hospital

4311 Hardscrabble Road

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, near the City of Columbia, State of South Carolina, and being shown and designated as 2.457 acres as shown on a plat prepared for Richland Memorial Hospital, dated August 23, 1995, ("RMH Plat") and recorded in the Office of the R.M.C. for Richland County in Plat Book 55, page 9579, and according to said plat having the following metes, bounds, courses and distances, to wit: Beginning at a 5/8" rod at the intersection of Hardscrabble Road and a 50' ingress/egress easement as shown on the above referenced plat and running S89°19'36"W along said 50' ingress/egress easement for a distance of 335.59 feet to a 5/8" rod; thence turning and running N00°38'38"W for a distance of 251.80 feet along property now or formerly of Crossings Associates, L.P. to a 1/2" copper rod; thence turning and running N86°12'32"E along property of Timbervale Subdivision for a distance of 482.03 feet to a 5/8" rod; thence turning and running S25°33'32"W along Hardscrabble Road, for a distance of 8.62 feet to a 5/8" rod; thence running S26°40'20"W along Hardscrabble Road for a distance of 197.11 feet to a 5/8" rod; thence running S27°44'19"W along Hardscrabble Road for a distance of 108.24 feet to a 5/8" rod at the point and place of beginning.

Together with all of the Grantor's right, title and interest in and to the following recorded easements (as they affect the herein described parcel): Agreement for Easements and Covenants by and between Hardscrabble Partners and Crickentree Corners General Partnership dated December 12, 1991 and recorded in the Office of the R.M.C. for Richland County in Deed Book D-1065 at page 638; and Easement Agreement between Hardscrabble Partners and NCNB of South Carolina dated December 28, 1988 recorded in the Office of the R.M.C. for Richland County in Deed Book D-917, page 793.

Portion of TMS No.: 20200-01-24

EXHIBIT "C" (Continued)

PROPERTY NO. 18:

Fee simple owner: Richland Memorial Hospital

1907 Shealy Street

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Parcel "A" on a plat for Fran, Incorporated by Douglas E. Platt, Sr., dated March 8, 1984 and recorded in the Office of the RMC for Richland County in Plat Book "Z", page 8924; and being further shown and delineated as Parcel A, 0.29 acre, more or less on a plat prepared for Richland Memorial Hospital by Cox and Dinkins, Inc., dated March 11, 1996 to be recorded, and according to said latter plat, having the following metes, bounds, courses and distances, to wit: Beginning at a 1/2" rebar at the northeastern corner of the intersection of Grand Street and Shealy Street marking the Southeastern corner of said lot, and running S78°51'48"W for a distance of 102.16 feet along Shealy Street to a 3/4" pinch top; thence turning and running along Parcel B as shown on said plat, N12°22'00"W for a distance of 117.25 feet to a 3/4" pinch top; thence turning and running along Parcel C as shown on said plat, N78°04'50"E for a distance of 52.97 feet to a nail and cap; thence turning and running along said Parcel C as shown on said plat, N13°20'49"W for a distance of 7.08 feet to a 1/2" rebar; thence turning and running along property now or formerly of Minnie T. Nesbitt, N78°56'05"E for a distance of 52.01 feet to a 1/2" rebar; thence turning and running along Grand Street, S11°07'26"E for a distance of 124.96 feet to the 1/2" rebar at the point and place of beginning. Be all measurements a little more or less.

TMS No.: 11504-28-08

EXHIBIT "C" (Continued)

PROPERTY NO. 19:

Fee simple owner: Richland Memorial Hospital

1801 Sunset Drive:

All those certain parcels of land, with improvements thereon, containing 1.23 acres and 1.08 acres (collective 2.31 acres), being shown on Plat prepared for Richland Memorial Hospital by Michael C. Hammack, dated March 22, 1993, recorded in the Office of the R.M.C. for Richland County in Plat Book _____ at page _____, said plat being incorporated herein by reference, said property being collectively described as follows:

BEGINNING at an iron at the southwesternmost corner of the property at the intersection of the northern margin of the right-of-way of Sunset Dr. (S.C. Hwy. 16) and the eastern margin of the right-of-way of West St. (S.R. 40-461) and running along West Street N05°05'00"E for a distance of 125.35 feet to an iron; thence turning and running along Marshall St. (S.C. Hwy 16) from iron to iron as follows: N76°39'07"E - 318.61 feet; N76°38'45"E - 9.00 feet; N76°39'57"E - 155.64 feet; thence turning and running along property n/f Davis from iron to iron as follows: S13°24'47"E - 124.74 feet; N77°22'42"E - 51.99 feet; thence turning and running along Broad Street (S.R. 40-326) S13°28'07"E for a distance of 124.06 feet to an iron; thence continuing along Broad Street S13°28'07"E for a distance of 1.35 feet to a point; thence turning and running along Sunset Drive as follows: S76°31'53"W - 17.00 feet to a point; in a curve to the right having a radius of 547.96 feet, the chord of which runs S78°24'27"W - 35.07 feet to a point; N11°26'43"W - 2.50 feet to a point; in a curve to the right having a radius of 545.46 feet, the chord of which runs S85°55'30"W - 106.25 feet to an iron; N87°27'15"W - 53.21 feet to an iron; N87°27'15" - 43.00 feet to an iron; N88°20'57"W - 328.05 feet to the iron at the POINT OF BEGINNING.

TMS No.: 11504-27-01

EXHIBIT "C" (Continued)

PROPERTY NO. 20:

Fee simple owner: The Board of Trustees of Richland Memorial Hospital

Woodhill Mall

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Parcel 5 on plat prepared for Beacon Investments, LLC by Baxter Land Surveying Co., Inc., dated April 24, 1997, and recorded in Plat Book 56, page 8768; and being further shown and delineated on a plat prepared for Board of Trustees of Richland Memorial Hospital, dated August 10, 1997 and recorded in the Office of the R.M.C. for Richland County in Plat Book 57 at page 0211; and being more particularly described as follows:

Beginning at a 1" old pipe at the intersection of Woodhill Circle and Garners Ferry Road and running S52°06'00E for a distance of 208.10 feet along Garners Ferry Road to a point; thence continuing along Garners Ferry Road S53°09'00"E for a distance of 72.21 feet to an old cross; thence turning and running S33°38'57"W for a distance of 260.80 feet along Parcel 6, Wiseheart Trust, Inc., to an old nail; thence turning and running N48°02'02"W for a distance of 281.61 feet to a 1/2" rebar; thence turning and running N33°25'00"E for a distance of 239.53 feet along the right-of-way of Woodhill Circle to an old 1" pipe at the point of Beginning.

EXHIBIT "C" (Continued)

PROPERTY NO. 21:

Fee simple owner: The Board of Trustees of Richland Memorial
Hospital

1820 Marshall Street

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being shown and designated as Lot 11, Block 34, on a plat of Colonial Heights prepared by Thomas I. Weston, dated September, 1905, and recorded in the Office of the R.M.C. for Richland County in Plat Book "A", page 167; and being further shown and delineated on a plat prepared for the Board of Trustees of Richland Memorial Hospital by Cox and Dinkins, Inc., dated September 30, 1997 to be recorded, said lot having the following boundaries and measurements as shown on said plat: On the North by Marshall Street, whereon it fronts and measures 52.01 feet; on the East by Broad Street, whereon it measures 124.99 feet; on the South by Lot 17, whereon it measures 51.98 feet; and on the West by Lot 10, whereon it measures 124.64 feet. Be all measurements a little more or less.

TMS No.: 11504-27-10

EXHIBIT D-1

Exceptions as of August 1, 1996

Fee simple owner: Richland County

Richland Memorial Hospital Main Campus

46.95 acres

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Restrictions recorded in the Office of the R.M.C. for Richland County in Deed Book EA, page 85.
4. Easement to the City of Columbia for water main recorded in Deed Book D438, page 895.
5. Deed to water lines recorded in Deed Book D812, page 788 and Deed Book D1082, page 803.
6. Easements to South Carolina Electric & Gas Company, recorded in Deed Book D736, page 371, Deed Book D949, page 267, Deed Book D949, page 265; Deed Book D943, page 382; Deed Book D736, page 371; Deed Book D858, page 193
7. Ground Lease between Richland Memorial Hospital and Medical Park Three Limited Partnership, recorded in Deed Book D849, page 51.
8. Leasing Covenants between Richland Memorial Hospital and Medical Park Three Limited Partnership, recorded in Deed Book D849, page 97.
9. Partnership Covenants of Medical Park Three Limited Partnership, recorded in Deed Book D849, page 115.
10. Mortgage and Security Agreement between Medical Park Three Limited Partnership and The Citizens and Southern National Bank of South Carolina, recorded in Mortgage Book M1050, page 421. (Applies to Medical Park Three Limited Partnership's leasehold interest.)

EXHIBIT D-1 (Continued)

11. Assignment of Leases, Rents and Profits between Medical Park Three Limited Partnership and The Citizens and Southern National Bank of South Carolina, recorded in Deed Book D849, page 106. (Applies to Medical Park Three Limited Partnership's leasehold interest.)
12. Ground Lease between Richland Memorial Hospital and HealthSouth of South Carolina, Inc., recorded in Deed Book D918, page 1.
13. Water maintenance easement to the City of Columbia recorded in Deed Book D1156, page 221; Deed Book D1197, page 691.
14. Deed to Water lines at 9 Medical Park, recorded in Deed Book D1158, page 297 and Deed Book D1158, page 295.
15. Deed to sanitary sewer lines for Three Medical Park, recorded in Deed Book D1201, page 111; and Deed Book 1201, page 106
16. Deed to water lines for Three Medical Park, recorded in Deed Book D1201, page 108; and Deed Book 1201, page 103.
17. Deed to water lines for Richland Memorial Daycare Facility, recorded in Deed Book D1201, page 101; and Deed Book D1201, page 99.

EXHIBIT "D-2"

Exceptions as of August 1, 1996

PROPERTY NO. 1

Fee simple owner: Richland Memorial Hospital

Property surrounding Richland Memorial Northeast Medical Center:

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book FV, at page 244.
4. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book D541, at page 210.
5. Utility easement granted Broad River Power Company recorded in Deed Book DB, at page 242.
6. Rights of upper and lower riparian owners in and to the continued uninterrupted flow of the waters of any creeks, streams or branches affecting the insured premises.
7. Rights of others thereto entitled in and to the continued uninterrupted flow of water through ditches affecting the insured premises.
8. Pond and Dam as shown on plat recorded in Plat Book 15, at page 352.
9. Deed to water lines to City of Columbia recorded in Deed Book D1186, page 581.
10. Easement to Richland Memorial Medical Center Northeast Limited Partnership recorded in Deed Book D886, page 255.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY 2:

Fee simple owner: Richland Memorial Hospital

6.64 acres, Blarney Drive, (Parcels B and C Turnpike Property)

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book FV, at page 244.
4. Utility easement granted Broad River Power Company recorded in Deed Book DB, at page 242.
5. Utility easement granted South Carolina Electric and Gas Company recorded in Deed Book D47, at pages 607 and 613.
6. Utility easement granted Southern Bell Telephone and Telegraph Company recorded in Deed Book D50, at page 565.
7. Sewer lines and manholes, power lines and poles as shown on plat recorded in Plat Book Z at page 9973 and Plat Book 51, at page 4138.
8. Restrictions found in Deed recorded in Deed Book D0825, at page 388.
9. Stipulations and conditions made in Deeds recorded in Deed Book D0827, at page 414 and Deed Book D825, at page 392.
10. Memorandum of Ground Lease between Richland Memorial Hospital and Health Images, Inc., recorded in Deed Book D977, page 94.
11. Nondisturbance Agreement and Consent to Encumbrance (Ground Lease) between Richland Memorial Hospital and MetLife Capital Credit Corporation, recorded in Deed Book D977, page 657. (Applies to Health Images, Inc.'s leasehold interest.)
12. Leasehold Mortgage and Security Agreement between Health Images, Inc., and MetLife Capital Credit Corporation, recorded in Mortgage Book M1264, page 829. (Applies to Health Images, Inc.'s leasehold interest.)
13. Sanitary sewer easement recorded in Deed Book D886, page 255.

Property No. 2 Continued:

14. Easement to Richland Memorial Medical Center Northeast Limited Partnership recorded in Deed Book D886, page 255.

NOTE: The 0.15 acre tract received in Quit Claim Deed from the South Carolina Department of Highways and Public Transportation is omitted from this list of permitted exceptions as no title work has been performed on this tract. This tract is believed to originally have been part of Parcel B as described in Exhibit A for Property No. 1.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

Fee simple owner: Richland Memorial Hospital

PROPERTY 3:

1560 Daulton Drive

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D84, page 766.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

Fee simple owner: Richland Memorial Hospital

PROPERTY NO. 4:

1616 Daulton Drive

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easements to East Richland County Public Service District recorded in Deed Book D379, page 991 and D379, page 949.
4. Easement to South Carolina Electric and Gas Company recorded in Deed Book D86, page 712.
5. Easement to Richland Memorial Medical Center Northeast Limited Partnership recorded in Deed Book D886, page 255.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY 5:

Fee simple owner: Richland Memorial Hospital

2800 Colonial Drive

1. Taxes for the year 1998, which a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Lack of record title prior to December 30, 1988, being the date of recordation of the deeds to Richland Memorial Hospital recorded in Deed Book D918, at page 706, through 723; defects, liens or encumbrances created prior to recordation of said Deeds.
4. Lack of proper administration of record of the estate of Charlotte B. Lide, deceased, possible debts or inheritance taxes (state or federal) due by the estate of said deceased and possible discovery and probate of a will of said deceased, and unmarketability of title by reason thereof.
5. Rock walls, power poles and lines, light poles, fire hydrant, all as shown on plat of property prepared for Richland Memorial Hospital by B.P. Barber & Assoc., dated December 16, 1988, and all other equipment or related improvements shown on said plat; also, any unrecorded easements or rights of use related to, or arising out of or in connection with said equipment or improvements.

(Exceptions 3 and 4 have affirmative coverage on title policy.)

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 6:

Fee simple owner: Richland Memorial Hospital

3107 Grand Street

1. Taxes for the year 1998, which a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 7:

Fee simple owner: Richland Memorial Hospital

3109 Grand Street

1. Taxes for the year 1998, which a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 8:

Fee simple owner: Richland Memorial Hospital

2004 Academy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easements reserved in instrument recorded in Deed Book AX, page 568.
4. Contract of Sale between L&A Realestate Investment Company and James William Fedrick by Power of Attorney for Bernice B. Fedrick, recorded in Deed Book D-951, page 807.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 9:

Fee simple owner: Richland Memorial Hospital

1905 Academy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easements reserved in instrument recorded in Deed Book BF, page 503.
4. Easement to Broad River Power Company recorded in Deed Book BF, page 567.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 10:

Fee simple owner: Richland Memorial Hospital

1910 Marshall Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 11:

Fee simple owner: Richland Memorial Hospital

3303 Colonial Drive

1. Taxes for the 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Right of way to Broad River Power Company recorded at Book CT, page 493.
4. Utility lines and poles shown on plat prepared by Cox and Dinkins, Inc., dated January 13, 1993.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 12:

Fee simple owner: Richland Memorial Hospital

3205-3209 Colonial Drive

1. Taxes for the 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Power lines and poles as shown on plat prepared by Cox and Dinkins, dated June 16, 1993.
4. Projections off of insured premises by sidewalk as shown on plat prepared by Cox and Dinkins, dated June 16, 1993.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 13:

Fee simple owner: Richland Memorial Hospital

3205 Grand Street:

1. Taxes for the 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Mortgage to Equitable Building and Loan Company, recorded in Book GD, page 67.
4. Possible outstanding interests of the heirs of Clyde Y. Nesbitt, deceased, and those claiming through them; also, lack of proper administration of record of the estate of said deceased.
5. Insurance over exceptions 3 and 4 obtained on title insurance policy.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 14:

Fee simple owner: Richland Memorial Hospital

215 Greenfield Road

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D272, page 215, and also Deed Book D272, page 219 and Deed Book D495, page 602 and also Deed Book D769, page 605.
4. Easement to Southern Bell Telephone and Telegraph Company recorded in Deed Book D774, page 841.
5. Easement to water lines contained in Deed recorded in Deed Book D777, page 780.
6. Lack of proper administration of the estate of Lester A. Porter and also Wilbur H. Porter, and possible outstanding interests of the heirs of said decedent, and those claiming through them. Also, possible debts or taxes due by said estate, and possible discovery and probate of a will of said decedent, or possible claims of a spouse's elective share or other marital rights.
7. Lack of proper administration of record of the estate of Nathan D. Porter. Also, possible debts or taxes due by said estate, or appeal from the probate of the will of said deceased or discovery and probate of a later will, or possible claims of a spouse's elective share or other marital rights.

Property No. 14 Continued:

Insurance over exceptions 5 and 6 obtained on title insurance policy.

8. 15' East Richland County Public Service District Sanitary Sewer Easement, Manholes, Sanitary Sewer Lines, 15' easement to Alpine Associates L.P., 10' City of Columbia Water Easement, Water Valves and Lines, Curbs and Gutter,s Fire Hydrants and Lines, Gas Valves and Lines, Light Poles and Lines, Power Units and Lines, T.V. Junction Boxes and Lines, Catch Basins and Reinforced Concrete Pipes, all as shown on plat prepared by Cox and Dinkins, dated August 11, 1994.
9. Encroachment of Signs onto insured premises as shown on plat prepared by Cox and Dinkins, dated August 11, 1994.
10. Encroachment of Air Conditioner Units and Sidewalks, asphalt parking areas and curbs onto easement areas as shown on plat prepared by Cox and Dinkins, Inc., dated August 11, 1994.
11. Ingress and egress easement to Alpine Assocites Limited Partnership and Williamsburg Square Associates, Inc. recorded in Deed Book 1217, page 139.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 15:

Fee simple owner: Richland Memorial Hospital

2001 Academy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Rights, if any, of property owners adjoining on the North in and to that portion of the insured premises lying between the Northern property line and the fence inside said line, as shown on plat of survey by Cox and Dinkins, Inc., dated March 1, 1995.
4. Utility lines and poles, light poles and lines, catch basins, reinforced concrete pipes, manholes, as shown on plat prepared by Cox and Dinkins, Inc., dated March 1, 1995.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 16:

Fee simple owner: Richland Memorial Hospital

1308 Laurel Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Overhead utility lines and poles, light poles and lines shown on plat prepared by Cox and Dinkins, Inc., dated June 21, 1995.
4. Encroachment of bricked area onto adjacent property as shown on plat prepared by Cox and Dinkins, dated June 21, 1995.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 17:

Fee simple owner: Richland Memorial Hospital

4311 Hardscrabble Road

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D-328, page 610.
2. Easement Agreement recorded in Book D-917, page 793, and as shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
3. Agreement for Easements and Covenants recorded in Book D-1064, page 638, shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
4. Easement to the City of Columbia recorded in Book D-1064, page 686.
5. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D-1079, page 992, as shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
6. Easement for Sanitary Sewer recorded in Book D-1095, page 600, shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
7. Utility Lines and Poles, Power Units and Lines, T.V. Junction Boxes and Lines, Telephone Junction Boxes and Lines, Sewer and Drain Lines and Manholes and Catch Basins, all as shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
8. Building Restriction Lines shown on plat prepared by Cox and Dinkins, Inc., dated August 23, 1995.
9. State Tax Lien #95-5848 against NationsBank, N.A.

Insurance over exception 9 obtained on title insurance policy.

Property No. 17 continued:

10. Easement Agreement between NationsBank (Carolinas) and Richland Memorial Hospital, dated September 19, 1995 and recorded in Book D-1279, page 845.
11. Easement recorded in Deed Book D1279, page 845, modified in Deed Book D1304, page 007.

EXHIBIT "D-2" (Continued)

Exceptions as of August 1, 1996

PROPERTY NO. 18:

Fee simple owner: Richland Memorial Hospital

1907 Shealy Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Lack of proper administration of the estate of M.E. Darby, deceased, and possible outstanding interests of the heirs of said decedent, and those claiming through them. Also, possible debts or taxes due by said estate, and possible discovery and probate of a will of said decedent, or possible claims of a spouse's elective share or other marital rights.

Insurance over exception 3 obtained on title insurance policy.

4. Power and utility lines and poles as shown on plat prepared by Cox and Dinkins, Inc., dated March 11, 1996.
5. Rights of the public and others in and to the use of the asphalt driveway shown on plat prepared by Cox and Dinkins, Inc., dated March 11, 1996.
6. Twelve (12') foot drive (ingress and egress) as shown on plat prepared by Cox and Dinkins, Inc., dated March 11, 1996.
7. With respect to the easement shown in Exceptions #5 and 6, the title insurance policy obtained insures against loss or damage which the insured lender may sustain by reason of the entry of a final decree of a court of competent jurisdiction, authorizing the exercise of said easement in such manner as to prevent use of the insured premises for purposes of a Quadraplex, constructed and located as shown on plat, prepared by Cox and Dinkins, Inc., dated March 11, 1996.
8. Rights of tenants in possession as tenants under any unrecorded leases or rental agreements.
9. Easements as shown on Plat recorded in Plat Book 52, page 700.

EXHIBIT "D-2" (Continued)

Exceptions as of September 2, 1996

PROPERTY NO. 19:

Fee simple owner: Richland Memorial Hospital

1801 Sunset Drive

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate and current survey and inspection of the insured premises.
3. Easement and right-of-way granted to Broad River Power Co., recorded in Deed Book CT at page 400.
3. Agreement to South Carolina Natural Gas Company recorded in Deed Book 343 at page 47.
4. Easement from Mitchell Barkoot to South Carolina Electric & Gas Company recorded in Deed Book 285 at page 110.
5. Easement from Rosewood Associates to South Carolina Electric & Gas Company recorded in Deed Book D-804 at page 370.
6. Easement from Sunset Medical Partnership to South Carolina Electric & Gas Company recorded in Deed Book D-782 at page 885.
7. General permit from James W. Candor to Southern Bell Telephone and Telegraph Company recorded in Deed Book EZ at page 383.
8. Power lines as shown on plat prepared for Richland Memorial Hospital by Michael C. Hammack, dated March 22, 1993.

EXHIBIT "D-2" (Continued)

Exceptions as of September 2, 1997

PROPERTY NO. 20:

Fee simple owner: The Board of Trustees of Richland Memorial Hospital

Woodhill Mall Property

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Restrictions appearing of record at Book D-1385, page 749, and Declaration of Restrictions and Easements recorded in Book D1404, page 665. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.
3. Easements reserved in the above restrictions.
4. Assessments set out in the above restrictions.
5. Access easement recorded in Book D1404, page 665.
6. Construction, Operating and Reciprocal Easement Agreement recorded in Book D-401, page 803; as AMENDED at Book D-401, page 882, Book D-483, page 274, and Book D1404, page 646; and Assigned at Book D-405, page 947 and Book D-485, page 975.
7. Access Easement recorded in Book D1385, page 743, and shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 and recorded in Plat Book 57, page 0211.
8. Buffer zone and easements reserved recorded in Book D-401, page 791, shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 and recorded in Plat Book 57, page 0211.
9. Easement to South Carolina Electric and Gas Company, recorded in Deed Book D-339, page 795, shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997, recorded in Plat Book 57, page 0211.
10. Easement to Southern Bell Telephone and Telegraph Company, recorded in Deed Book DO, page 33, and Book D407, page 948, and as shown plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997, recorded in Plat Book 57, page 0211.

11. Easement for water main recorded in Book D-373, page 851, to the City of Columbia, shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997, recorded in Plat Book 57, page 0211.
12. Easement to Jackson-Gills Creek Public Service Commission recorded in Book 395, page 145.
13. 15' sewer easement, reinforced concrete pipes and catch basins, sewer lines and manholes, power lines and poles, telephone box and lines, all as shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 recorded in Plat Book 57, page 0211.
14. Rights of the public and others in and to the driveway and sidewalks crossing the insured premises as shown on plat prepared by Rosser W. Baxter, Jr., RLS, dated August 10, 1997 recorded in Plat Book 57, page 0211.

EXHIBIT "D-2" (Continued)

Exceptions as of October 10, 1997

PROPERTY NO. 21:

Fee simple owner: The Board of Trustees of Richland Memorial
Hospital

1820 Marshall Street

1. Taxes for the year 1998, which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Utility lines and poles, telephone junction box, as shown on plat prepared by Cox and Dinkins, Inc., dated September 30, 1997, and related utility lines and facilities.

Ground Lease attached hereto and made a part hereof as Schedule B ("the Ground Lease") and Landlord also desires to extend the term of the Lease to run concurrently with the term of the Ground Lease;

NOW, THEREFORE.

FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND DOLLARS (\$1,000) AND THE FOREGOING INCLUDING THE COMMITMENTS BY RICHLAND TO IMPLEMENT THE STRATEGIC PLAN, and also in consideration of the mutual covenants contained herein all good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. The only real property affected by this Amendment is the Affected Real Property;
2. Landlord consents to the Ground Lease as a sublease pursuant to Section 13.02 of the Lease;
3. The Lease is amended to provide that its term as to the Affected Real Property shall expire on the Expiration Date of the Ground Lease;
4. Tenant may encumber and permit encumbrances of the leasehold estate created by the Lease and of the estate created by the Ground Lease to permit the development and construction contemplated by the Ground Lease, but Tenant re-affirms that there will be no liens placed or permitted to remain upon Landlord's fee interest in the Affected Real Property;
5. In all other respects the terms and provisions of the Lease shall remain in full force and effect.
6. The parties shall execute and deliver for recordation, at Tenant's expense, a Memorandum of this Amendment to Lease for the purpose of providing notice of its

existence, but the Memorandum itself shall create no rights or duties.

IN WITNESS WHEREOF, this Agreement has been duly executed under seal by the parties hereto on the date first above written

WITNESSES:

Frederick Ostmann

Cam McCulloch
(As to Landlord)

LANDLORD:
BAPTIST HEALTH CARE SYSTEM OF
SOUTH CAROLINA, INC. (SEAL)

By: Charles D. Beaman Jr.

WITNESSES:

Henry P. Shepherd

Cam McCulloch
(As to Tenant)

TENANT:
PALMETTO HEALTH ALLIANCE (SEAL)

By: Charles D. Beaman Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO LANDLORD

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, says that (s)he saw the within-named Landlord sign, seal and deliver the within AMENDMENT TO LEASE; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Cam McCulloch
Witness

SWORN TO before me this

17th day of April 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND

PROBATE AS TO TENANT

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, says that (s)he saw the within-named Tenant sign, seal and deliver the within AMENDMENT TO LEASE; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Cam McCulloch
Witness

SWORN TO before me this

30th day of May 2002, 2001.

Henry P. Shephard (L.S.)
Notary Public for South Carolina

My Commission Expires: 03-17-08

SCHEDULE A

052902(f:\palmettonw\desc)

EXHIBIT "B"

PARCEL 1: LEASEHOLD PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated as Lease Parcel containing 0.96 acre on Plat Prepared for Palmetto NW, LLC by Cox and Dinkins, Inc. dated May 24, 2002 (the "Plat"), said plat being incorporated herein by reference, said property being more particularly described as follows:

To find the Point of Beginning commence at a rebar at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and run S64°53'15"W for 197.14 feet to a rebar at the westernmost corner of the property which is the Point of Beginning. Thence from the POINT OF BEGINNING, turning and running along property designated as Vacant Lot from rebar to rebar as follows: S18°06'50"W - 94.57 feet; in a curve to the right having a radius of 66.78 feet, an arc distance of 98.71 feet, the chord of which runs S71°16'57"W - 89.97 feet; S18°06'50"W - 103.79 feet; S25°30'18"W - 31.09 feet; N71°53'10"W - 168.26 feet; N18°06'48"E - 34.34 feet; S71°53'10"E - 57.93 feet; N18°06'50"E - 82.25 feet; N71°53'10"W - 20.67 feet; N18°06'50"E - 30.00 feet; S71°53'10"E - 20.67 feet; N18°06'50"E - 93.43 feet; S71°52'25"E - 65.72 feet; N18°06'50"E - 43.12 feet; S71°53'10"E - 120.62 feet to the Point of Beginning.

PARCEL 2: EASEMENT PARCEL

That parcel of land situate in Richland County, South Carolina, being shown and designated on the Plat as Vacant Lot containing 6.61 acres and being more particularly described as follows:

BEGINNING at a rebar at the northernmost corner of the property at the northernmost corner of the sight area for the intersection of the southern margin of the right-of-way of Newberry Avenue (S.C. Hwy. No. 60) and the eastern margin of the right-of-way of Parkridge Drive and running along said sight area S26°47'10"E - 24.33 feet to a rebar; thence turning and running along Parkridge Drive from rebar to rebar as follows: S18°04'29"W - 16.98 feet; in curve to the left having a radius of 358.08 feet, an arc distance of 315.94 feet, the chord of which runs S07°12'08"E - 305.79 feet; thence turning and running along property Now or Formerly Baptist Healthcare System of South Carolina, Inc. from rebar to rebar as follows: S64°07'11"W - 455.25 feet; in a curve to the right having a radius of 96.00 feet, an arc distance of 143.20 feet, the chord of which runs N73°58'26"W - 130.28 feet; N31°14'31"W - 132.71 feet; N08°38'36"W - 393.60 feet; N18°06'50"E - 179.05 feet; thence turning and running along Newberry Avenue as follows: S81°25'02"E - 33.72 feet to a rebar; S71°53'10"E - 273.84 feet to a rebar; S76°11'43"E - 200.42 feet to a concrete monument; S67°38'05"E - 80.94 feet to the Point of Beginning. LESS AND EXCLUDING PARCEL 1.

SCHEDULE B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) GROUND LEASE

THIS GROUND LEASE (this "Lease") dated as of May 1, 2002, by and between PALMETTO HEALTH ALLIANCE, a South Carolina non-profit corporation located in Columbia, South Carolina ("Landlord") and PALMETTO NW, LLC, a South Carolina limited liability company ("Tenant").

This Lease is entered into upon the basis of the following facts, understandings and intentions of the parties:

A. Landlord is a public benefit corporation under the laws of the State of South Carolina, exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose charitable purposes include the provision of quality health care in a cost-effective manner in settings appropriate to patient and payor needs, the provision of health care facilities that include outpatient care, and the establishment and maintenance of hospital/physician relationships that work cooperatively in Landlord's hospitals.

B. Under that certain lease (as amended from time to time, the "BHS Lease") dated as of February 9, 1998, as amended November 23, 1998 and November _____, 2001 by and between Baptist Healthcare System of South Carolina, Inc. (collectively with its successors in interest as lessor under the BHS Lease, "BHS") and Landlord, Landlord is the lessee of an undeveloped tract of real property containing approximately 20.861 acres located at the intersection of Highway 60 and Parkridge Road in the City of Columbia, County of Richland, South Carolina (described on Exhibit "A" hereto and hereinafter referred to as the "Land"). Landlord also owns property adjacent to the Land and desires for the Land to serve as part of a medical campus complex to improve the efficiency and delivery of patient care services.

C. Landlord desires to sublease to Tenant that certain portion of the Land designated for construction of one building (the "Building") to be known as "Palmetto Health Northwest Medical Center" containing approximately 90,000 square feet of space, to be used for medical offices, an ambulatory surgery center, and other uses established by Landlord (the "Ground Leased Premises"). In addition to the Ground Leased Premises, Tenant shall be granted non-perpetual non-exclusive easements for access and parking (the "Non-Exclusive Easements") on the terms and conditions stated hereinafter. Tenant desires to sublease the Ground Leased Premises and acquire the Non-Exclusive Easements from Landlord in order for Tenant to cause the construction of, and own and manage, the Building for the purposes specified herein (the "Project"). The Ground Leased Premises and the Non-Exclusive Easements for access and parking are legally described on Exhibit "B".

D. Landlord and Tenant agree that the rental of the Ground Leased Premises under this Lease (including the calculation of Rent, as such term is defined hereinafter, due under this Lease) is in no way dependent upon, tied to, or related to the volume or value of referrals to the Landlord.

E. The parties desire to establish the terms and conditions of the Lease to fulfill the foregoing objectives.

NOW, THEREFORE, in consideration of the rent to be paid, the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE I - DEMISE AND GRANT

Section 1.01. Ground Leased Premises. Landlord, for and in consideration of the rents, covenants and conditions herein set forth, does hereby sublease to Tenant, and Tenant does hereby sublease from Landlord, the Ground Leased Premises, subject to the terms, conditions and provisions hereof.

Section 1.02. Non-Exclusive Easements. Landlord, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby grant to Tenant, and Tenant does hereby take from Landlord, the Non-Exclusive Easements on the following terms and conditions:

(a) The Non-Exclusive Easements shall permit Tenant, any tenant or subtenant in the Project, and their respective patients, employees, officers, and other invitees, to use the real property as described in **Exhibit "B"** for parking and for access to the Project at no charge.

(b) The right of Tenant, and of any tenant or subtenant of the Project, to use the Non-Exclusive Easements for themselves, their patients, employees, officers, and other invitees shall expire automatically upon the expiration or earlier termination of this Lease.

(c) All rights to use the Non-Exclusive Easements shall be in common with the rights of Landlord and other persons and entities to use the Non-Exclusive Easements and subject to such reasonable rules and regulations as Landlord may prescribe from time to time.

(d) Tenant, all tenants and subtenants in the Project, and all patients, employees, officers, and other invitees of any thereof, shall comply with reasonable restrictions and controls relating hereto imposed by Landlord from time to time.

(e) Landlord has specifically reserved, and does hereby specifically reserve, the right to move, reconfigure, change the number of parking places in, and alter the traffic flow across the real property burdened by the Non-Exclusive Easements; provided that no such change shall reduce the number of parking places therein below the number required to meet applicable zoning requirements. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE II - TERM OF LEASE

Section 2.01. Commencement. The effective commencement date of this Lease ("**Lease Commencement Date**") shall be the date of Tenant's closing of the construction loan for the Project with NBSC (the "**Construction Loan**"). Prior to the Lease Commencement Date, Tenant shall not have any possessory, legal or equitable right, title or interest in or to the Ground Leased Premises or any of the Land. Nonetheless, Tenant shall be entitled to enter upon the Ground Leased Premises to inspect same at any time prior to the Lease Commencement Date; provided, however, that in the event the Construction Loan has not closed on or before June 14, 2002, all rights of Tenant to enter upon the Ground Leased Premises for any reason shall terminate. Such right of entry and inspection shall not include the right to sink monitoring or other wells, or to install any other monitoring devices, or to remove or impair any substantial vegetation at or on the Ground Leased Premises without Landlord's prior written consent. Such right of entry and inspection is specifically conditioned on Tenant's commitment to leave the Ground Leased Premises in the same condition in which it finds them and to remove and decommission properly and promptly all wells and other devices installed at the Demised Premises if Tenant does not proceed with the transaction contemplated in this Lease by June 14, 2002, and to repair promptly all damage caused by any such installation, removal, decommissioning, or inspection. Such obligation shall survive any lapse or termination of this Lease. Such obligation does not imply consent by Landlord for the installation of any wells or other devices. The effective date for rent to commence for this Lease ("**Rental Commencement Date**") shall be the earlier of (i) the first day of the month immediately following the issuance of a building certificate of occupancy, or its equivalent or (ii) October 1, 2003. The Lease Commencement Date and the Rental Commencement Date shall be confirmed by Landlord and Tenant by execution and delivery of a written document acknowledging the same.

Section 2.02. Term. The term of this Lease (the "**Term**") shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the fiftieth (50th) anniversary of the Rental Commencement Date, unless otherwise extended or terminated in accordance with the terms of this Lease (which last day of the Term is referred to hereinafter as the "**Expiration Date**").

Section 2.03. Title in Landlord. At the Expiration Date or sooner termination of this Lease, whether by default, eviction, or otherwise, the Project, Ground Leased Premises, Building and all other improvements upon the Ground Leased Premises shall, without compensation to Tenant or any other party, then become the sole property of Landlord or Landlord's designee, free and clear of all claims to or against them by Tenant or any third person attributable to Landlord or Tenant, and all claims, liens, security interests, and encumbrances (the "**Claims**"), other than the encumbrances existing at the Lease Commencement Date, those claims that are attributable to any act or omission of Landlord or created hereafter in accordance with the terms of this Lease (the "**Permitted Encumbrances**"). Tenant shall defend and indemnify Landlord against all claims, liability and loss, including but not limited to reasonable attorneys' fees and costs, through litigation and all appeals, arising from the act or omission of Tenant or Tenant's agent during the terms of this Lease against the Ground Leased Premises, the Building or the Land, other than the Permitted Encumbrances. All alterations, improvements, additions and utility installations which may be made on the Ground

Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Ground Leased Premises at the Expiration Date or sooner termination of this Lease. Upon request of Landlord, Tenant shall execute a quit claim deed to the Building and Ground Leased Premises, in recordable form.

ARTICLE III - RENT

Section 3.01. **Base Rent.** Tenant agrees to pay Landlord, for the use and occupancy of the Ground Leased Premises, "**Base Annual Rent**" in the amount of Forty Thousand Dollars (\$40,000.00), payable in advance in equal quarterly installments of Ten Thousand Dollars (\$10,000.00), subject to adjustment as provided in this Article III. The payments shall be made commencing on the Rental Commencement Date and shall continue on the first day of each calendar quarter thereafter until the Expiration Date, with the first and last quarterly payments being pro-rated. For example, should the certificate of occupancy be issued on April 5, 2003, the Rental Commencement Date shall be May 1, 2003 with a pro-rated payment for the period from May 1, 2003 through June 30, 2003 and with subsequent quarterly payments being made July 1, October 1, January 1 and April 1 until the Expiration Date, with the final payment being pro-rated. The term "**Rent**" as used herein, shall mean Base Annual Rent and any additional rent due and payable hereunder. On the fifth (5th) anniversary of the Rental Commencement Date (i.e., if the Rental Commencement Date was May 1, 2003, then on May 1, 2008), and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, including any renewal term (if any), the amount of Base Annual Rent shall be increased in each instance by adjusting the Base Annual Rent to an amount reflective of the calculation made in accordance with 3.02 hereafter. The Rent shall not be reduced for any reason, including the construction or development of the Building or any other portion of the Project. Late charges of five percent (5%) of the quarterly Base Rent payment shall be charged when payment is more than ten (10) days past due, payable without demand on the 11th day after the due date.

Section 3.02. **CPI Adjustment.** On the fifth (5th) anniversary of the rental commencement date and on each fifth (5th) anniversary of the Rental Commencement Date thereafter, (each 5th anniversary is hereafter referred to as the "**Change Date**"), including any extended term, the Base Annual Rent shall be adjusted ("**Adjusted Base Annual Rent**") based on changes in the "Consumer Price Index for All Urban Consumers, US City Average (1984=100) specified for All Items" issued by the Bureau of Labor Statistics, United States Department of Labor (the "**Index**"). Such adjustments shall be equal to the product of the Base Annual Rent for the 5 years immediately preceding the then existing Change Date multiplied by the lesser of (a) that certain fraction, the numerator being equal to the Index for the month immediately preceding the Change Date and the denominator being equal to the Index for the month 5 years prior to the month immediately preceding the Change Date or (b) 1.15. Tenant agrees that in no event shall computations according to the provisions of this section reduce Base Annual Rental as previously increased. Tenant shall submit to Landlord a statement of any such adjustment fifteen (15) days prior to the effective date of such increase, which increase shall be deemed conclusively accepted by Landlord unless objected to within fifteen (15) days after receipt thereof. Assume the following by way of example. The Rental Commencement Date is January, 2001. The Base Annual Rent is 100. The Index for December, 2000 is 110 and the Index for December 2005 is 150. The Adjusted Base Annual Rent by the formula is \$115.00, which is the lesser of $100 \times 150/110 = (\$136.36)$ and $100 \times 1.15 = (\$115.00)$.

Section 3.03. Calculation of Real Estate Taxes.

(a) As of the execution of this Lease, no real property taxes are assessed against the Ground Leased Premises. If at any time after the Rental Commencement Date any real property taxes or other taxes are assessed against the Ground Leased Premises or any portion of the Project, the Tenant shall be liable for the payment thereof as additional rent hereunder.

(b) The parties acknowledge that, as of the date hereof, there is no separate real estate tax bill for the Ground Leased Premises. Tenant shall undertake all reasonable actions, with the knowledge and cooperation of Landlord, to identify the Ground Leased Premises as a separate taxable parcel, in compliance with applicable state and local laws. After the Rental Commencement Date and continuing for the Term of this Lease until the Expiration Date or sooner termination thereof, Landlord and Tenant agree that Tenant shall be responsible for the real estate taxes attributable to the Ground Leased Premises as improved with the Project. In this regard, Tenant agrees to obtain all documents necessary to make this determination, including but not limited to a copy of the assessment card on file with Richland County, South Carolina, which should reflect the allocation of the real estate assessment for tax purposes among the Project, the Land, and any other buildings upon the Land.

Section 3.04. Proof of Compliance. Subject to section 3.05 hereof, Tenant shall furnish to Landlord, within ten (10) days before the date when any tax, assessment, or charge (for which Tenant is responsible hereunder) would become delinquent, receipts or other appropriate evidence establishing payment thereof.

Section 3.05. Contesting Taxes. Tenant shall have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid such tax or assessment under protest, Tenant shall furnish to Landlord (i) proof reasonably satisfactory to Landlord that such protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith upon the final determination of such contest or review. Landlord shall, if it determines it is reasonable to do so, and if so requested by Tenant, join in any proceeding for contest or review of such taxes or assessments, but the entire cost of such joinder in the proceedings (including all costs, expenses, and attorneys' fees reasonably sustained by Landlord in connection therewith) shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as the result of such contest or review shall be for the account of Tenant.

Section 3.06. Utilities/Maintenance. From and after the Lease Commencement Date, as additional rent hereunder, Tenant shall pay or cause to be paid all charges for maintenance, security, water, heat, gas, electricity, cable, telephone, trash disposal, sewers and any and all other utilities used upon the Ground Leased Premises throughout the Term, including without limitation any connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity. So long as the Building is the only building on the Land, Tenant shall also pay all charges for maintenance, security and all utilities applicable to the parking and access ways located on the Land and/or subjected to the Non-Exclusive Easements. All contracts entered into

by Tenant for maintenance or security of the Land, other than for the Building, shall either have a term no longer than one year or be terminable on 90 days notice. Upon Landlord obtaining a certificate of occupancy for any building on the Land, other than the Building, Landlord shall have the option at any time thereafter to: (i) take over maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land and Tenant shall pay to Landlord monthly as additional rent Tenant's prorata share of such costs, based on the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land; or (ii) pay to the Tenant the Landlord's prorata share of the cost of such utilities, maintenance and security services as are being paid by Tenant for the maintenance, security and any separately metered utilities of all of the parking facilities and access ways located on the Land (other than the Building), based upon the ratio that the square footage of space in the Building bears to the square footage of all buildings located on the Land. In no event shall Tenant be responsible for paying the charges for the installation, maintenance, security or utilities applicable to any general medical campus sign or fountain installed by Landlord.

Section 3.07. Security Deposit. No security deposit is required hereunder.

Section 3.08. Development Fees. Landlord shall not have any liability or responsibility for development fees, impact fees or other similar fees or charges pertaining to or arising out of development of the Project. Tenant shall pay timely all such fees or otherwise cause timely payment by the proper party responsible for payment. However, Landlord shall cooperate in the development of the Project so long as Landlord shall incur no cost or liability for such cooperation and such cooperation does not impair Landlord's rights to develop the remainder of the Land or any of Landlord's other real property adjacent to the Land. Such cooperation shall include, but not be limited to, execution of permits, applications, etc.

Section 3.09. Triple Net. All rent payable hereunder shall be paid as "triple net" rent without deduction or offset. It is the intent of the parties, except as is otherwise provided in this Lease, that, from and after the Rental Commencement Date, Tenant shall pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments arising after the Rental Commencement Date of every kind and nature incurred for, against, or in connection with the Ground Leased Premises, including without limitation all assessments, both regular and special, which may be due to any property association by virtue of recorded declarations, covenants and restrictions affecting the Ground Leased Premises or the Project, as same may be amended from time to time. It is the further intent of the parties that, from and after the Lease Commencement Date, Tenant shall pay or cause to be paid timely all insurance premiums, utilities expenses, and other charges of every kind and nature incurred for, against, or in connection with the construction of the Project. All such costs, charges, insurance premiums, taxes, utilities, expenses and assessments covering the Ground Leased Premises shall be appropriately prorated upon the Rent Commencement Date and upon the expiration of this Lease, except for any expenses such as insurance premiums which are not being assumed by or transferred for the benefit of Landlord.

Section 3.10. Regulatory Adjustment. Notwithstanding anything herein to the contrary, the parties agree to negotiate in good faith to modify this Lease (including the rental due

hereunder) if this Lease is challenged and determined to be invalid, illegal, or unenforceable by final order of a judicial or administrative forum having jurisdiction, or if an opinion of recognized counsel is provided to the effect that this Lease is or reasonably may be invalid, illegal, or unenforceable or may give rise to sanctions or penalties under regulations applicable to Landlord.

ARTICLE IV - PARKING

Tenant shall use its best efforts to see that employees of occupants of the Building park in spaces designated for such persons by Landlord. Landlord reserves the right to relocate and restructure parking from time to time. Parking places available for use by the Project shall be at least equal to the number originally installed by Tenant in connection herewith and, except for temporary parking during periods of construction, shall be comparably convenient.

ARTICLE V - IMPROVEMENTS AND ALTERATIONS

Section 5.01. Building. Tenant shall develop, construct and operate upon the Ground Leased Premises, at its sole cost and expense, the Building, and shall develop and construct the access ways, parking and landscaping on the Land as shown on the plans and specifications more fully described in Exhibit "C" attached hereto; provided, however, that Landlord shall reimburse Tenant the documented cost of rough grading the Building site and the site of the parking area and the documented cost of extending storm sewer, water, sewer and electrical utilities to the Building pad. The Project shall be constructed substantially in accordance with the preliminary plans and specifications more fully described in Exhibit C, unless otherwise agreed by Landlord in writing. Tenant shall submit final plans and specifications to Landlord for its approval, including all signage to be located on the Building or otherwise. Approval by Landlord shall not operate to relieve Tenant of its obligations herein. The review and approval of Landlord will be accomplished without unreasonable delay and approval will not be unreasonably withheld so long as the final plans and specifications are consistent with and at least equal in quality to those described on Exhibit C. If Landlord does not notify Tenant of any disapproval, or request any changes, within thirty (30) working days after submission, approval by Landlord shall be deemed to have been granted. If Landlord shall disapprove any portion of the final plans or specifications or request any amendments thereto, written disapproval describing specifically the items to which objection is registered or written request for amendments shall be delivered to Tenant within such thirty (30) day period. It is understood and agreed that Landlord and Tenant will work together in submitting and responding to requests for approvals in a reasonable manner and in an expeditious manner.

Section 5.02. Commencement of Construction. Landlord may reasonably request amendments or changes in the plans and specifications provided the requested amendment or change will not unreasonably delay the commencement or progress of construction of the Building. Landlord has the right to disapprove and require changes and corrections of any substandard items without incurring any costs and such costs shall be borne by Tenant. Subject to the provisions hereinbelow, the commencement of the site work will begin not later than June 30, 2002 and construction of the Building, access ways and parking will be completed not later than November 30, 2003, seventeen months from the date of commencement of construction. During construction of the Building, Tenant shall report monthly to Landlord on

the construction progress. After the plans and specifications in Exhibit C are approved by Landlord, Tenant shall make no material structural changes or alterations in the Building or other improvements or material changes in the external decor of such Building and other improvements without the prior written consent of Landlord. Nothing in this Lease shall be construed so as to subject the Ground Leased Premises or the Land, or permit the Ground Leased Premises or the Land to be subjected to, liens of any laborer, contractor, mechanic or materialman or to any other liens arising out of or connected with the development, site preparation, construction, maintenance, or demolition of any improvements, alterations or additions to existing improvements, unless Landlord expressly consents to such liens in writing. On Landlord's behalf, prior to commencement of construction, Tenant shall file a notice of non-responsibility by Landlord for mechanics' liens relative to the Building, the site preparation for the Land and the improvements shown on Exhibit C.

Section 5.03. Utilities. At Tenant's request and at Tenant's cost and expense (except as set forth in 5.01 above), Landlord shall enter into agreements with public utility companies approved by Landlord creating easements in favor of such companies for "Utility Facilities", as defined below, as reasonably are required in order to service the Project to be constructed and operated on the Ground Leased Premises; provided, however, that any such easements (i) may only be located within those areas of the Land which will not materially interfere with any improvements located upon the Land or constructed in connection with the Project; (ii) must be approved by Landlord as to location, size and the form of the easement agreement, which consent will not be unreasonably withheld or delayed; and (iii) may only be granted as non-exclusive easements. Tenant agrees, where requested by Landlord, to join in the grant of such easements and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same in the event Tenant's joinder is required in connection with any easements affecting any portion of the Land. The parties agree to use reasonable efforts to cause any encumbrances on the Ground Leased Premises to be subordinate to such easements, as may be required by any utility companies. For purposes of this Lease, "Utility Facilities" shall mean such underground conduits, wires, lines, pipes and mains and other underground electrical, gas, sanitary sewer, water and telephone and telecommunications structures and improvements necessary for the transmission and/or provision of electricity and electrical services, natural gas and natural gas services, sanitary sewer services, water and water services and telephone and telecommunications services to the Project and the improvements now or hereafter located thereon, and such pipes, mains, swales, lift stations and retention ponds and other improvements necessary for the provision of stormwater drainage services to the Project and the improvements now or hereafter located thereon.

Section 5.04. Additional Easement Rights and Obligations. With regard to the utility easements referred to herein, subject to Landlord's approval as set forth in 5.03 above and Landlord's reimbursement obligation in 5.01 above, Tenant shall, at Tenant's cost (i) have the right to and shall cause the construction of the utility improvements by a developer engaged by Tenant to construct the Project (the "Developer"), Tenant's general contractor and/or the utility company, as the case may be; and (ii) maintain the utility easement areas. All utility improvements constructed on or servicing the Ground Leased Premises shall remain upon the Ground Leased Premises at the termination of the Lease and shall, without compensation to Tenant, become the property of Landlord.

[RVIEWT000039SEP1520] [2009]

TAX EXEMP

R E A L P R O P E R T Y V I E W S C R E E N

ACCT: R11503-01-04A

OWNER: RICHLAND COUNTY

KEY: 01092524

YEAR: 2020

] PO BOX 192

PARENT:

ACRES: 44.7300

LEGAL:

COLUMBIA

SC 29202 0192

LOC: 5 RICHLAND MED PARK DR

#SU

TAXDIST: 1CC NBHD: C4A.00

#PR

ZNG: C-1 ZNG2: ZSUP:

VALUES

ASSMTS

RENTAL%

PROPERTY CLASSIFICATION

LAND: 8946000

%

PCA CODE: 0 NON-TAXABLE OR SCTC

BLDG: 97493300

%

]

IMPR: 1000

%

EXEMPTIONS: CGV

MARKET: 106440300

HSE YR/#:

-

PERCENTAGE:

%

AG USE:

QUAL CODE:

TAXABLE:

ADJUSTMENT#: DATE:

JV#:

MARKET DATA

]

ACTIVITY: 2019/05/07

SALE DATE:1968/00/00

REASON FOR CHANGE:

BOOK/PAGE:D95

83

ASSESSMENT CHANGE:

PRICE:

NOTIFICATION DATE:

FLAGGED?: N

FUNC: [

] DATA: [

] SUB: [

] YR: [2020]

MESSAGE:

] [@]

10:46:26:11

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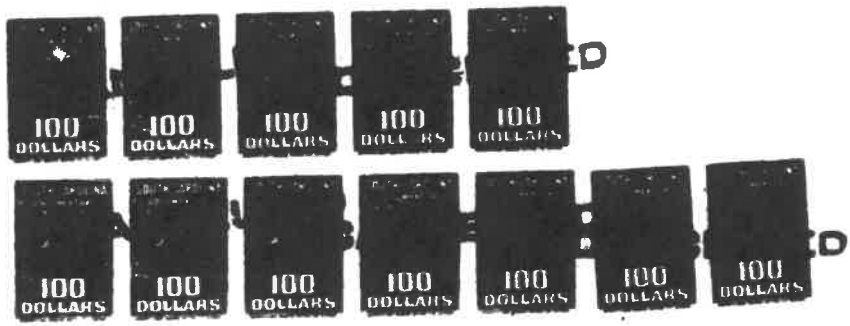
0.00

THE STATE OF SOUTH CAROLINA
The S. L. Davis Company, Columbia, S. C.

State of South Carolina,
COUNTY OF RICHLAND

Jan 15 4 25 PM '68
JOHN R. T. MAJOR
C. C. P. & G. S.

Know All Men by These Presents, That We, John C. B. Smith and
Daisy Christian Smith



in the State aforesaid, for and in consideration of the
sum of Six hundred thousand (\$600,000.00) Dollars
to us paid by Richland County
in the State aforesaid
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

RICHLAND COUNTY, its Successors or Assigns

brought up to date 1-1-68

All that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, containing Fifty (50 A.) acres, as shown and delineated on plat of property of John C. B. Smith by B. P. Barber & Associates, Engineers, dated November 29, 1965, recorded in the office of the Clerk of Court for Richland County in Plat Book X, page 414, being more particularly described and bounded as follows: COMMENCING at an iron on the South side of the right of way of Sunset Drive-S.C.Hwy.#16 thence running S. 88 deg. 43 min. E. Eleven hundred eighteen,05/100 (1118.05') ft. to an iron; thence turning and running S. 2 deg. 01 min. E. Four hundred thirty-eight,5/10 (438.5') ft. to a fence post; thence turning and running S. 87 deg. 59 min. E. Four hundred (400.0') ft. to a fence post; thence turning and running N. 2 deg. 01 min. E. One hundred thirty-five,5/10 (135.5') ft. to a fence post; thence turning and running N. 63 deg. 50 min. E. Two hundred thirty-three,3/10 (233.3') ft. to an iron on Sunset Drive; thence turning and running S. 50 deg. 38 min. E. along Sunset Drive Eight hundred five,7/10 (805.7') ft. to an iron at the intersection of said Sunset Drive and Colonial Drive; thence turning and running S. 25 deg. 47 min. W. along Colonial Drive Three hundred eighteen,5/10 (318.5') ft. to an iron; thence turning and running N. 70 deg. 09 min. W. Seven hundred eighty-six,5/10 (786.5') ft. to an iron; thence turning and running S. 03 deg. 14 min. E. Three hundred eighty three (383') ft. to an iron; thence turning and running S. 78 deg. 31 min. W. Four hundred eleven,7/10 (411.7') ft. to an iron; thence S. 76 deg. 57 min. W. Four hundred seventy-six,3/10 (476.3') ft. to an iron; thence S. 78 deg. 42 min. W. Four hundred eighty-seven,2/10 (487.2') ft. to an iron; thence S. 52 deg. 58 min. W. Two hundred seventeen,78/100 (217.78') ft. to an iron; thence N. 01 deg. 17 min. E. Fifteen hundred sixty-nine,05/100 (1569.05') ft. to the point of commencement. Said property being bounded as follows: On the North by Sunset Dr.-S.C.Hwy.#16 and property of Board of School Commissioners of School District #1, Richland County; Northeast by Sunset Dr.-Rd. S-326; Southeast by Colonial Drive-Rd.S-73; South by property of Margaret O. Brown, and the State of South Carolina, and on the West by property of John C. B. Smith; being a portion of the property received by Grantors under the

terms of the Will of the late John C. B. Smith, on file in the office of the Probate Judge for Richland County

This deed is executed in behalf of Daisy Christian Smith by John C. B. Smith under a power of attorney dated June 11, 1951, recorded in said Clerk's office on September 11, 1954 in Deed Book 141 at page 517.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Richland County, its Successors and Assigns

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Richland County, its Successors and Assigns

Heirs and Assigns against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS Our Hand and Seal this 17th day of January

in the year of our Lord one thousand nine hundred and 68

and in the one hundred and 92nd

year of the Sovereignty

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

[Handwritten signature]

[Handwritten signature]
JOHN C. B. SMITH

(SEAL)

DAISY CHRISTIAN SMITH

(SEAL)

BY: *[Handwritten signature]*
Attorney in fact

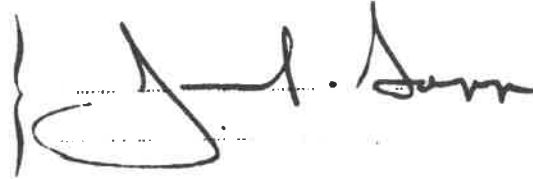
STATE OF SOUTH CAROLINA,
Richland COUNTY.

PERSONALLY appeared before me Joseph D. Sapp

and made oath that (s)he saw the within-named John C. Smith, and Daisy Christian Smith
by her Attorney in Fact, John C. B. Smith
sign, seal and as their act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with Daniel S Lewis witnessed the
execution thereof.

SWORN to before me this 12th
day of January, 19 64

Daniel S. Lewis (L.S.)
Notary Public of S. C.
My Commission expires 1-1-71



STATE OF SOUTH CAROLINA,
Richland COUNTY.

RENUNCIATION OF DOWER

I, Daniel S. Lewis, a notary public do hereby certify

unto all whom it may concern, that Mrs. Mary Adams Smith
the wife of the within-named John C. B. Smith

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for
ever relinquish unto the within named

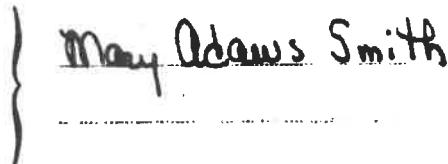
Richland County, its Successors

hereby

and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises
within mentioned and released.

Given under my Hand and Seal, this 12th
day of January

Anno Domini 19 64
Daniel S. Lewis (L.S.)
Notary Public of S. C.
My Commission expires 1-1-71



duties, benefits, burdens, easements, and other provisions created, declared, or contained in this Agreement, until amended pursuant to the express provisions hereof.

1.02 Persons and Property Benefited and Bound.

A. The rights, covenants, obligations, duties, benefits, burdens, easements, and other provisions created, declared, or contained in this Agreement shall benefit the Office Building Property and bind the Easement Area and the Hospital Property, respectively, and each purchaser, tenant, invitee, licensee, user, security deed holder, and lien holder, of any portion of the Office Building Property or the Easement Area or the Hospital Property and each of their respective heirs, personal representatives, successors and assigns, and shall at all times hereafter be appurtenant to, affect, and run with the Ground Lease generally.

B. This Agreement shall be recorded in the Office of the Register of Deeds for Richland County, South Carolina and, when so recorded: (i) every deed, lease, security deed, or other instrument hereafter conveying, leasing, encumbering or in any way affecting title to or any interest in the Easement Area or the Hospital Property or the Office Building Property generally, or any portion thereof, shall refer to this Agreement and in any case shall be under and subject to this Agreement and to the rights, covenants, obligations, duties, benefits, easements, and other provisions herein created, declared, or contained, as though the same were therein fully recited and set forth in its entirety; and (ii) the execution or acceptance of any instrument, or the act of occupancy or use of the Easement Area or the Hospital Property or the Office Building Property generally, or any portion of either of them, shall constitute an agreement to be subject to and bound by this Agreement, and in acceptance and ratification of this Agreement.

ARTICLE 2

CREATION AND GRANT OF EASEMENTS

The Hospital and MPTLP hereby grant, sell, and convey to HMOB, its successors and assigns, for the term of the Ground Lease and any and all extensions, renewals or replacements thereof (or relating to MPTLP, the term of the MPTLP Ground Lease and any and all extensions, renewals or replacements thereof), the following irrevocable easements, all as set forth herein:

2.01 Ingress and Egress Easements. A non-exclusive easement on the Easement Area to use all sidewalks, roads or ways, and a non-exclusive right to utilize, subject to reasonable controls and restrictions imposed by the Hospital from time to time for safety and traffic control, all sidewalks, walkways, and streets located on the Hospital Property from time to time for purposes of pedestrian and vehicular ingress and egress to and from the Parking Garage, Surface Parking and the Office Building Property.

2.02 Utilities Easement. A non-exclusive easement to use, maintain and repair sewer, water, gas, electric, telephone, or other utility lines, pipes, facilities, or systems providing service to the Office Building Property (collectively called "utilities" or individually referred to as a "utility") on the Easement Area. In the event the easements so shown are incapable of satisfying HMOB's reasonable need for utility services, the Hospital and MPTLP agree that HMOB may make such additions, alterations, and expansions of the utilities and to take all other actions that may be reasonably necessary to cause the utilities to be sufficient for HMOB's use. Such work

shall require the Hospital's and MPTLP's prior consent, which consent shall not be unreasonably withheld, and shall be performed in such a manner as to minimize the disruption to the use of such systems and facilities by the Hospital and MPTLP and any other parties using such systems and facilities. HMOB shall be required to obtain any permits required in connection with such work and shall be solely responsible for the cost of such work. The Hospital and MPTLP agree to use its best efforts to assist HMOB in obtaining any required permits.

2.03 Storm Water Easement. A non-exclusive easement to collect and discharge storm water, including the right to discharge storm water through storm drains or into storm water management basins (collectively called "storm drains") and an easement to use, maintain and repair storm drains located within the Easement Area. In the event the storm drains located within the Easement Area are incapable of satisfying HMOB's reasonable need for storm drains, the Hospital and MPTLP agree that HMOB may make such additions, alterations, and expansions of the storm drains and to take all other actions that may be reasonably necessary to cause the storm drains to be sufficient for HMOB's use. Such work shall require the Hospital's and MPTLP's prior consent, which consent shall not be unreasonably withheld, and shall be performed in such a manner as to minimize the disruption to the use of such storm drains by the Hospital and MPTLP and any other parties using such storm drains. HMOB shall be required to obtain any permits required in connection with such work and shall be solely responsible for the cost of such work. The Hospital and MPTLP agree to use its best efforts to assist HMOB in obtaining any required permits.

2.04 Entry Onto and Use of Easement Area. A non-exclusive easement to enter upon the Easement Area to do whatever work is reasonably necessary to (A) ensure that the sidewalks, roads and ways located upon the Easement Area are maintained in good and serviceable condition, and (B) connect into, alter, expand, construct, or install the utilities and storm drains serving the Office Building Property ("Utilities Work"). HMOB agrees to hold the Hospital and MPTLP harmless with respect to any such entry and in connection with any Utility Work, further agrees to restore the Hospital's and MPTLP's property as nearly as reasonably possible to such condition as existed prior to such entry and work.

2.05 Non-Exclusive Parking Easement. A non-exclusive parking easement in those certain parking areas within the Easement Area; provided, however, that said parking easement is for customer parking in connection with the business operated from time to time at the Office Building Property and shall not be used for delivery or truck parking, overnight parking, storage or similar parking that shall constitute an unreasonably prolonged use of the parking area.

ARTICLE 3

ADDITIONAL OBLIGATIONS

3.01 Limitation of Rights. Nothing herein shall be construed as a grant to the general public. The easements described in this Agreement are not intended to benefit parcels of land other than those specifically identified herein without the consent in writing, in recordable form, of the Hospital and MPTLP.

3.02 Reservation of Rights. The easements and other rights and benefits granted in this Agreement are non-exclusive, and the Hospital and MPTLP reserve and retain the right to convey similar rights and easements to such other persons or entities as it may deem proper provided such subsequent conveyances do not unreasonably interfere with the easements and other rights and benefits granted in this Agreement.

3.03 Subordination. The Hospital and MPTLP shall use its good faith best efforts to cause action to be taken to make this Agreement senior and superior to any mortgage lien or any other matter of title which could adversely affect the rights and benefits granted HMOB hereunder. Any deed, lease, security deed, other security instrument, or other document hereafter conveying or creating an interest in or affecting any part or all of the Easement Area shall automatically and without further act or deed be subordinated to the terms and conditions of this Agreement.

3.04 Reasonable Access. The Hospital and MPTLP agree to not unreasonably interfere with HMOB's use and enjoyment of the easements as set forth herein, provided that temporary obstructions necessary for maintenance and repairs by the Hospital and MPTLP shall not be prohibited so long as reasonable access to the Building, the Surface Parking and the Parking Garage is afforded. The Hospital and MPTLP further agree that it shall not materially reconfigure, relocate and/or remove the sidewalks, roads and way located upon the Easement Area without the prior written consent of HMOB, which consent shall not be unreasonably withheld or delayed; provided that if Hospital elects to reconfigure, relocate and/or remove that portion of the Hospital Property described as Pedestrian and Vehicle Ingress-Egress Easement #2 on the attached Exhibit D, the Hospital shall provide HMOB alternative mutually agreeable ^{for} ingress and egress off and to Harden Street Extension, which alternative access will provide access to the Building, the Surface Parking and the Parking Garage.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.01 Utility Charges. Each party shall be responsible for paying the costs and expenses resulting from its own use of the utilities.

4.02 Effective Date; Amendments. This Agreement shall become effective upon execution. Subject to Section 4.07, this Agreement may be amended, from time to time, by recorded written instrument duly executed and acknowledged by the fee owner of the Easement Area and the ground lessee of the Office Building Property.

4.03 Invalidity. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included in this Agreement.

4.04 Headings. The paragraph titles and headings of this Agreement are for convenience of reference only, do not form a part hereof, and shall not affect the meaning or interpretation of this Agreement.

4.05 Pronouns and Plurals. All pronouns and any variation thereof are deemed to refer to the masculine, feminine or neuter, or the singular or plural, as the identity of the persons may require.

4.06 Parties in Interest. This Agreement shall bind and inure to the benefit of the Hospital, MPTLP and HMOB, and their respective successors and assigns.

4.07 Assignability. HMOB shall be entitled to assign and encumber all its rights hereunder from time to time in favor of any assignee of the Ground Lease or any leasehold mortgagee having a first mortgage lien on the Office Building Property, and this Agreement shall not be modified, amended or supplemented except as expressly provided herein in connection with redesignation of parking areas without the prior written consent of such leasehold mortgagee, with such consent not to be unreasonably withheld.

4.08 Termination. Notwithstanding anything contained herein to the contrary, any and all easements granted pursuant to this Agreement shall terminate upon the expiration or earlier termination of the Ground Lease and any and all extensions, renewals or replacements thereof or relating to any grants or consents of MPTLP, the term of the MPTLP Ground Lease and any and all extensions, renewals or replacements thereof.

4.09 Incidental Easement Relocation. The parties hereto agree to act reasonably and in good faith in connection with any relocation of the easements granted herein which are required by applicable government authorities, utility providers or similar circumstances. In connection therewith, the parties, to the extent required by any such relocations, shall execute appropriate amendments hereto incorporating final as-built and verified surveys and related property descriptions in place of the Exhibits attached hereto.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said easements belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said easements before mentioned to HMOB, its successors and assigns, subject to the terms hereof. The Hospital and MPTLP hereby bind themselves and their successors and assigns to warrant and defend all and singular the said easements unto HMOB against itself and its successors and assigns.

[SIGNATURE PAGES ATTACHED]

SIGNATURE PAGE OF UTILITIES AND ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

RICHLAND MEMORIAL HOSPITAL

By: _____

Name: _____

Title: _____

RICHLAND COUNTY

[Handwritten signature]

[Handwritten signature]

By: *T. Cary McSwain*

Name: *T. Cary McSwain*

Title: *County Attorney*
_____ Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
No Other Considered As To Content.

PALMETTO HEALTH ASSOCIATES, L.P.

By: _____

Name: _____

Title: _____

HMOB ASSOCIATES, L.P.,
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that RICHLAND MEMORIAL HOSPITAL, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

_____(SEAL)
My Commission Expires: _____

STATE OF S. C.)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, W. Lightfoot, a Notary Public for Health Care do hereby certify that RICHLAND COUNTY, by T. George McSwain, its County Adm. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 15 day of October, 2003.

W. Lightfoot (SEAL)
My Commission Expires: Apr 1, 2007

SIGNATURE PAGE OF UTILITIES AND ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

[Signature]
Maggie L. Nobley

RICHLAND MEMORIAL HOSPITAL

By: [Signature]
Name: Elizabeth Mc Cullough
Title: Chairman

[Signature]
Maggie L. Nobley
Maggie L. Nobley

PALMETTO HEALTH ALLIANCE

By: [Signature] [Signature]
Name: Kester S. Freeman, Jr. Charles D. Beaman, Jr.
Title: Chief Executive Officer President

RICHLAND COUNTY

By: _____
Name: _____
Title: _____

HMOB ASSOCIATES, L.P.,
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF South Carolina)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, Shaggy L. Noble, a Notary Public for South Carolina do hereby certify that RICHLAND MEMORIAL HOSPITAL, by Elizabeth McLellan its Chairman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of October, 2003.

Shaggy L. Noble (SEAL)
My Commission Expires: Oct. 7, 2008

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that RICHLAND COUNTY, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

_____(SEAL)
My Commission Expires: _____

STATE OF South Carolina)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, Maggie L. Hobley, a Notary Public for South Carolina do hereby certify that PALMETTO HEALTH ALLIANCE, by Heather S. Freeman, Jr., its Charles D. Beaman, Jr., its CEO + President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of October, 2003.

Maggie L. Hobley (SEAL)
My Commission Expires: Oct. 7, 2008

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that HMOB ASSOCIATES, L.P., a South Carolina limited partnership, by The Cogdell Group, Inc., by _____, its General Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

(SEAL)
My Commission Expires: _____

SIGNATURE PAGE OF UTILITIES AND ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

RICHLAND MEMORIAL HOSPITAL

By: _____
Name: _____
Title: _____

RICHLAND COUNTY

By: _____
Name: _____
Title: _____

PALMETTO HEALTH ALLIANCE

By: _____
Name: _____
Title: _____

HMOB ASSOCIATES, L.P.,
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

Kenya Wingate
Karen Poterch

By: *Charles M. Handy*
Name: **CHARLES M. HANDY**
Title: **COO / CFO**

**MEDICAL PARK THREE LIMITED
PARTNERSHIP,**
a South Carolina limited partnership

By: The Cogdell Group, Inc.
Its: General Partner

Kenza Wingate
Karen Poterach

By: Charles M. Handy
Name: CHARLES M. HANDY
Title: COO / CFO

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for _____, do hereby certify that PALMETTO HEALTH ALLIANCE, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2003.

_____(SEAL)

My Commission Expires: _____

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I, Janice P. Self, a Notary Public for North Carolina, do hereby certify that HMOB ASSOCIATES, L.P., a South Carolina limited partnership, by The Cogdell Group, Inc., by Charles M. Handy, its General Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13 day of October, 2003.

Janice P. Self (SEAL)
My Commission Expires: 5/15/07

STATE OF North Carolina)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I, Janice P. Self, a Notary Public for North Carolina do hereby certify that MEDICAL PARK THREE LIMITED PARTNERSHIP, a South Carolina limited partnership, by The Cogdell Group, Inc., by Charles M. Handy, its General Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13 day of October, 2003.

Janice P. Self (SEAL)
My Commission Expires: 5/15/07

EXHIBIT APEDESTRIAN & VEHICLE INGRESS-EGRESS & NON-EXCLUSIVE PARKING EASEMENT #1

COMMENCING AT A 1" PINCHED TOP PIPE, BEING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION (ROAD P-4002) AND THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD (ROAD S-40-2091) AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF N63°49'32"W FOR A DISTANCE OF 33.99' TO A 5/8" REBAR, THENCE IN A DIRECTION OF N19°14'40"W FOR A DISTANCE OF 161.50' TO A 5/8" REBAR, AND THEN ALONG A CURVE TO THE RIGHT IN A DIRECTION OF N05°36'40"W FOR A CHORD DISTANCE OF 311.81' (SAID CURVE HAVING AN ARC DISTANCE OF 314.48' AND A RADIUS OF 696.24') TO A MAG NAIL (POINT OF BEGINNING #1), THIS BEING THE POINT OF BEGINNING. THENCE TURNING AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD IN A DIRECTION OF N08°49'59"E FOR A DISTANCE OF 49.95' TO A POINT, THENCE TURNING AND PROCEEDING ACROSS THE PROPERTY OF RICHLAND COUNTY MEMORIAL HOSPITAL THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF S53°12'48"E FOR A DISTANCE OF 27.20' TO A POINT, THENCE IN A DIRECTION OF S81°24'32"E FOR A DISTANCE OF 126.07' TO A POINT, THENCE IN A DIRECTION OF S08°35'39"W FOR A DISTANCE OF 10.79' TO A POINT, THENCE IN A DIRECTION OF S81°24'21"E FOR A DISTANCE OF 106.00' TO A POINT, THENCE IN A DIRECTION OF N08°35'39"E FOR A DISTANCE OF 10.70' TO A POINT, THENCE IN A DIRECTION OF S81°24'21"E FOR A DISTANCE OF 112.66' TO A POINT, AND THEN IN A DIRECTION OF S08°35'39"W FOR A DISTANCE OF 120.90' TO A 5/8" REBAR; THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF HMOB ASSOCIATES, LP THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF N81°24'32"W FOR A DISTANCE OF 77.90' TO A 5/8" REBAR, THENCE IN A DIRECTION OF N08°35'28"E FOR A DISTANCE OF 86.00' TO A MAG NAIL, AND THEN IN A DIRECTION OF N81°24'32"W FOR A DISTANCE OF 291.00' TO A MAG NAIL, THIS BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.427 ACRE (18,609 SQUARE FEET).

EXHIBIT B

PROPERTY NO. 21:

Fee simple owner: County of Richland

Richland Memorial Hospital location

PARCEL 1:

All that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, containing 50 acres, as shown and delineated on plat of property of John C. B. Smith by B.P. Barber & Associates, Engineers, dated November 29, 1965, recorded in the office of the Clerk of Court for Richland County in Plat Book X, page 444, being more particularly described and bounded as follows: COMMENCING at an iron on the South side of the right of way of Sunset Drive - S.C. Highway #16 thence running S88°43'E 1118.05 feet to an iron; thence turning and running S2°01'E 438.50 feet to a fence post; thence turning and running S87°59'E 400.00 feet to a fence post; thence turning and running N2°01'E 135.50 feet to a fence post; thence turning and running N63°50'E 233.30 feet to an iron on Sunset Drive; thence turning and running S50°38'E along Sunset Drive 805.70 feet to an iron at the intersection of said Sunset Drive and Colonial Drive; thence turning and running S25°47'W along Colonial Drive 318.50 feet to an iron; thence turning and running N70°09'W 786.50 feet to an iron; thence turning and running S03°14'E 383.00 feet to an iron; thence turning and running S78°31'W 411.70 feet to an iron; thence S76°57'W 476.30 feet to an iron; thence S78°42'W 487.20 feet to an iron; thence S52°58'W 217.78 feet to an iron; thence N01°17'E 1569.05 feet to the point of commencement. Said property being bounded as follows: On the North by Sunset Drive - S.C. Hwy #16 and property of Board of School Commissioners of School District #1, Richland County; Northeast by Sunset Drive- Rd S-326; Southeast by Colonial Drive-Rd. S-73; South by property of Margaret O. Brown and the State of South Carolina, and on the West by property of John C. B. Smith.

PARCEL 2:

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown as Parcel "A", containing 4.00 acres and Parcel "B", containing 0.63 acres, both being shown on a plat prepared for Board of School Commissioners, School District No. 1 of Richland County by B. P. Barber & Associates, Inc., dated September 20, 1965 and recorded in the R.M.C. Office for Richland County in Plat Book 34 at page 141.

EXHIBIT B (Continued)

LESS AND EXCEPT:

All that certain piece, parcel or lot of land lying and being in the County of Richland, State of South Carolina, containing .28223 acres, more or less; said lot is triangular in shape and is bounded as follows: on the west by land now or formerly of Smith whereon it measures 253.80 feet; on the east by the Columbia Hospital Frontage Road (proposed) whereon it measures 144.60 feet; and on the south by the Harden Street Extension (proposed) whereon it measures 112.50 feet. Said property is more particularly shown in a plat prepared by the South Carolina Highway Department, dated April 30, 1971, to be recorded in the Richland County Courthouse.

EXHIBIT C

LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land located in the County of Richland, State of South Carolina, consisting of 3.203 acres, as shown on a plat prepared for HMOB Associates, L.P. dated June 25, 1998 by B.P. Barber & Associates, Inc. recorded in Record Book 123, at page 362 in the Office of the Register of Deeds for Richland County.

EXHIBIT D

PEDESTRIAN & VEHICLE INGRESS-EGRESS EASEMENT #2

COMMENCING AT A 1" PINCHED TOP PIPE, BEING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION (ROAD P-4002) AND THE EASTERN RIGHT-OF-WAY OF MEDICAL PARK ROAD (ROAD S-40-2091) AND PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION IN A DIRECTION OF N71°10'28"E FOR A DISTANCE OF 314.48' TO A MAG NAIL (POINT OF BEGINNING #2), THIS BEING THE POINT OF BEGINNING. THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF HMOB ASSOCIATES, LP IN A DIRECTION OF N14°15'32"W FOR A DISTANCE OF 243.68' TO A 5/8" REBAR, THENCE TURNING AND PROCEEDING ACROSS THE PROPERTY OF RICHLAND COUNTY MEMORIAL HOSPITAL THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF S81°24'32"E FOR A DISTANCE OF 190.76' TO A POINT, THENCE IN A DIRECTION OF S07°17'01"W FOR A DISTANCE OF 71.47' TO A POINT, AND THEN IN A DIRECTION OF S13°57'47"W FOR A DISTANCE OF 113.41' TO A POINT, THENCE TURNING AND PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF HARDEN STREET EXTENSION IN A DIRECTION OF S73°48'30"W FOR A DISTANCE OF 95.97' TO A MAG NAIL, THIS BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.683 ACRE (29,751 SQUARE FEET).

ATTENTION: NEXT SERVICE DELIVERY
COMPLIANCE 21 C 33305
B O' QUAMEN 5439
MEXSEN PHOENIX TACOBS & BOGARD' LLC
FROM RECORDATION' BEING DE RETURN TO:



PROJECT
Phase II - Groundwater Well Facilities

Prisma Health Richland
5 Richland Medical Park
Columbia, SC 29203

CLIENT
Prisma Health Richland

5 Richland Medical Park
Columbia, SC 29203
803.296.5880 tel
www.palmettohealth.org

CONSULTANT

AECOM
101 Research Drive,
Columbia, SC 29203
803.254.4400 tel 803.771.6676 fax
www.aecom.com

REGISTRATION



ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	7-9-2020	RECORD DRAWING
IR	DATE	DESCRIPTION

KEY PLAN

SHEET SCALE: AS SHOWN

PROJECT & FILE NUMBER

PROJECT NUMBER: 60554963
FILE NUMBER: 37,197-B94

SHEET TITLE

OVERALL SITE PLAN
RECORD DRAWING

SHEET NUMBER

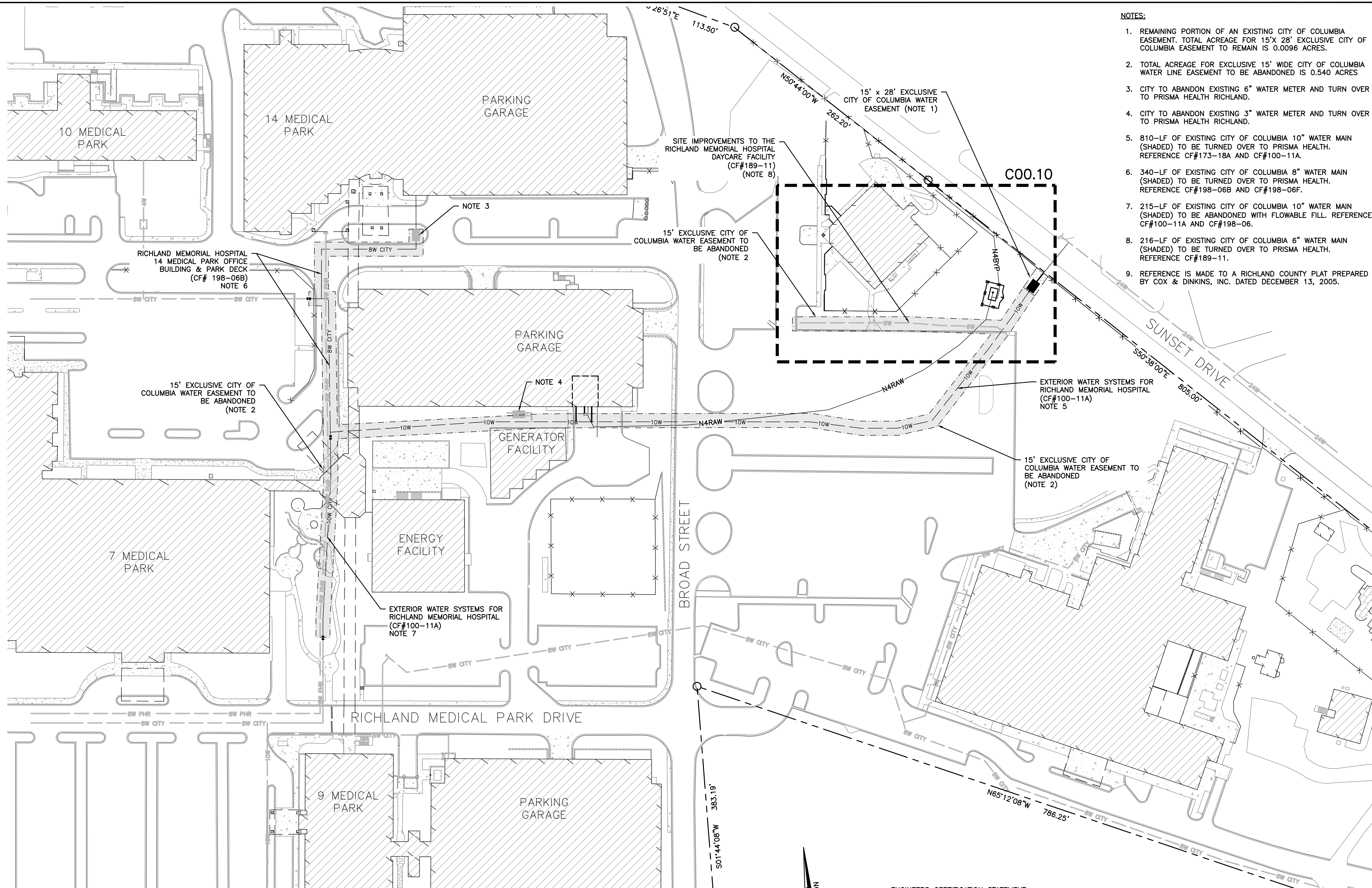
C00.00

NOTES:

1. REMAINING PORTION OF AN EXISTING CITY OF COLUMBIA EASEMENT, TOTAL ACREAGE FOR 15' X 28' EXCLUSIVE CITY OF COLUMBIA EASEMENT TO REMAIN IS 0.0096 ACRES.
2. TOTAL ACREAGE FOR EXCLUSIVE 15' WIDE CITY OF COLUMBIA WATER LINE EASEMENT TO BE ABANDONED IS 0.540 ACRES
3. CITY TO ABANDON EXISTING 6" WATER METER AND TURN OVER TO PRISMA HEALTH RICHLAND.
4. CITY TO ABANDON EXISTING 3" WATER METER AND TURN OVER TO PRISMA HEALTH RICHLAND.
5. 810-LF OF EXISTING CITY OF COLUMBIA 10" WATER MAIN (SHADED) TO BE TURNED OVER TO PRISMA HEALTH. REFERENCE CF#173-18A AND CF#100-11A.
6. 340-LF OF EXISTING CITY OF COLUMBIA 8" WATER MAIN (SHADED) TO BE TURNED OVER TO PRISMA HEALTH. REFERENCE CF#198-06B AND CF#198-06F.
7. 215-LF OF EXISTING CITY OF COLUMBIA 10" WATER MAIN (SHADED) TO BE ABANDONED WITH FLOWABLE FILL. REFERENCE CF#100-11A AND CF#198-06.
8. 216-LF OF EXISTING CITY OF COLUMBIA 6" WATER MAIN (SHADED) TO BE TURNED OVER TO PRISMA HEALTH. REFERENCE CF#189-11.
9. REFERENCE IS MADE TO A RICHLAND COUNTY PLAT PREPARED BY COX & DINKINS, INC. DATED DECEMBER 13, 2005.

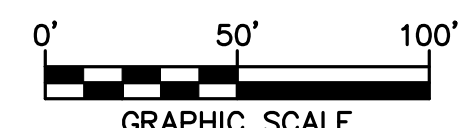
ENGINEERS CERTIFICATION STATEMENT:

THESE RECORD DRAWINGS ARE A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, BASED ON OBSERVATIONS DURING CONSTRUCTION, MY ASSESSMENT OF THE COMPLETED WORK AND REVIEW OF THE "AS-BUILT" SURVEY, THE PROJECT INCLUDING WATER MAINS WAS COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH THE INTENT OF THE PERMITS, APPROVED PLANS, AND SPECIFICATIONS.



OVERALL PLAN

SCALE: 1" = 50'



ANSI D 22" x 34" Approved: RTH Checked: NTV Designer: RMD Project Management Initials: Project Eng: NTV



Agenda Briefing

Prepared by:	Michael Maloney, PE, Director		
Department:	Department of Public Works (DPW)		
Date Prepared:	October 1, 2020	Meeting Date:	October 27, 2020
Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 21, 2020
Finance Review	Stacey Hamm via email	Date:	October 13, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee:	Administration & Finance		
Subject:	Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed Projects for FY21		

Recommended Action:

Staff recommends that County Council approve the CTIP, the proposed budgets, and the proposed projects for FY21.

Motion Requested:

“I move that County Council approve the CTIP, with the existing budget distribution, and the proposed projects for FY21”.

Request for Council Reconsideration: Yes

Fiscal Impact:

The projects will be funded by the approved Department of Public Works Capital Road Maintenance budget.

Applicable projects that may be funded by the County Transportation Committee (CTC) grant will be removed from the Road Maintenance budget.

The DPW will return to Council to expand the list of projects to match closely with the value funded by CTC. There should be no Fiscal Impact to Richland County’s operating budget.

Motion of Origin:

There is no associated Council motion of origin; however, staff was provided direction during the May 04, 2020 work session.

Council Member	
Meeting	Council Work Session: Comprehensive Road Maintenance Program - Subdivision Abandoned Road Relief
Date	May 04, 2020

Discussion:

This is the first draft of a Comprehensive Transportation Improvement Program (CTIP) that was prepared as required by Chapter 21 of the Richland County Ordinances.

The plan integrates the list of projects being performed in FY21 by the Transportation Penny Department with the planned capital projects to be performed in FY21 by the Department of Public Works (DPW).

The DPW will review all road maintenance project plans to fulfill the distribution of projects throughout the Eleven County Districts. We foresee that our smaller capital budget as compared with the Penny will allow for DPW to fill the needs in the roadway pavement replacements and pavement preservation throughout the County. Our goal is to achieve Council District distribution over a five year period.

Following this Council approval, the DPW will request approval of pavement replacement projects by CTC for release of C-funds. Any funding by C-funds will open our budget up to new projects. We plan to return in January for a second round of project(s) to include a sidewalk project recommendation and potentially a recommendation for more pavement replacement or a dirt road paving project.

Attachments:

1. Full CTIP Package



County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Comprehensive Transportation Improvement Program (CTIP)

Updated: August 24, 2020

References: (a) *Richland County Code of Ordinances*, Chapter 21
(b) Richland County Department of Public Works County Road Maintenance System Management Standard Operating Procedures, June 30, 2020

Enclosures: (1) RDM Maintenance Area road type / mileage breakdown
(2) County Council District road type / mileage breakdown
(3) IGA road type / small municipality / mileage breakdown
(4) Bridges / type / location
(5) Rail Crossings / type / location
(6) Traffic / crossing lighted signals
(7) Sidewalks

Section 1 – Introduction – For the first time in recent history, the Department of Public Works has embarked upon a coordinated effort to account for, document, maintain, and improve The Richland County Road Maintenance System (CRMS). This Fiscal Year 2021 Annual Comprehensive Transportation Improvement Program (CTIP) is the first of its kind and represents a point of departure for improved safety, quality, coordination, accountability, and organizational efficiency. Development of this plan is consistent with Chapter 21 of the *Richland County Code of Ordinances* (Reference (a)). We have also concurrently developed a Standard Operating Procedure (SOP) to guide us in our management of the County Road Maintenance System (Reference (b)) for maximum effect.

The Department of Public Works Staff share my excitement in embarking on this endeavor and in developing and instituting the procedures in order to track our efforts and improve upon our results. Though the challenges are many, we hope to establish a process-based approach that we will be able to build upon over time for the long-term betterment of our vital County transportation infrastructure.

Michael Maloney, PE
Director of Public Works



Section 2 – System Description – The Richland County Road Maintenance System (CRMS) is composed of road and road-related infrastructure that is, by assigned mission, or intergovernmental agreement (IGA), owned, and / or maintained by the Department of Public Works (DPW). Such infrastructure is, in some way, available for public use and represents a variety of levels of development, design, and construction source.

Section 3 – System Data:

<input type="checkbox"/> Road mileage (unpaved – Prescriptive Easement)	161 Miles
<input type="checkbox"/> Road mileage (unpaved – Right-of-Way)	48 Miles
<input type="checkbox"/> Road mileage (paved)	598 Miles
<input type="checkbox"/> Road mileage (paved – incoming ROW in-progress)	15 Miles
<input type="checkbox"/> RDM Maintenance Area breakdown	See Enclosure (1)
<input type="checkbox"/> County Council District breakdown	See Enclosure (2)
<input type="checkbox"/> IGA road mileage (by surface type / by small municipality)	See Enclosure (3)
<input type="checkbox"/> Bridges (by type and location)	See Enclosure (4)
<input type="checkbox"/> Rail Crossings	See Enclosure (5)
<input type="checkbox"/> Traffic and crossing lighted signals	See Enclosure (6)
<input type="checkbox"/> Sidewalk mileage	See Enclosure (7)

Section 4 – Programs / functions:

Department of Public Works

Roads & Drainage Maintenance (RDM)

- Citizen Service Request (CSR) response / Corrective maintenance (LOS) – CSRs originate with services requested through the County Ombudsman Staff. Responsibilities include the receiving and responding to requests for service and other related inquiries from County citizens. Typical level of activity is 6,000 CSRs received annually (500 per month). The typical backlog of pending CSRs, which varies by season, weather events, and other factors beyond Departmental control, is usually 100 or fewer.
- Emergency Response (LOS) – Requests of an emergent nature include: buried drainage pipe failure / cave in, downed STOP signs, animal carcasses within CRMS Right-of-Way and easements, potholes, leaning signs, manhole lids missing or askew, excess sand or grit on a paved road, tree hazard and downed tree in road must be assigned immediately, the hazard mitigated as soon as possible, and all work completed within two days.
- Force Account Projects (LOS) – Sometimes roads and drainage infrastructure deficiencies require more than routine maintenance to address. Multiple drainage pipe joint failures, undersized drainage pipes, failed drainage structures, and outdated infrastructure may require a level of engineering analysis and construction effort that exceeds basic levels of maintenance. The County Engineering and Stormwater Management Division Staffs work in close cooperation with the Projects Section of the Roads & Drainage Maintenance Division to design, manage, and construct smaller scale projects that support the CRMS. There is typically a backlog of eight projects of varying sizes and scopes.
- Preventive maintenance (LOS) – Maximize preventive maintenance (PM) of all types based on observations by employees in the field in order to ensure properly maintained infrastructure and reduce the need for CSRs.
- Sign maintenance (LOS) – Installation, maintenance and repair of street name signs throughout the Unincorporated County and IGA municipalities for all public and private roads and streets. Installation, maintenance and repair of directional and warning signs within the CRMS. Because of their vital nature, sign-related requests are always considered high priority.
- Street Sweeping (LOS) – Deploy the Street Sweeper for the removal of grit, sediment, and debris from the CRMS, County paved parking lots, and the Jim Hamilton – LB Owens Airport (CUB) pavement in order to preserve pavement, prevent debris from entering the drainage system, improve appearance, and control FOD. Achieve an employment goal of 40% (780 hours of operation over a 52-week period).

- Vactor Truck services (LOS) – Deploy the two Vactor Trucks in order to ensure that the drainage system, which supports the CRMS and area drainage, is free of blockages and debris. Priority of employment is: 1) Response to CSRs, 2) Preventive Maintenance (PM), and 3) Neighborhood drainage system maintenance as identified by the Stormwater Management Division. Achieve an employment goal of 40% (780 hours of operation per truck over a 52-week period).

Engineering (EGR)

- County Transportation Committee (CTC) – The Department of Public Works acts as the lead agency to coordinate with the County Transportation Committee (CTC). The CTC provides “C” Fund Grants for CRMS transportation projects to include:
 - Resurfacing
 - Sidewalk installation
 - Dirt Road Paving
 - Other Transportation Improvements
 See the FY-21 through FY-25 Capital Improvement Plan (CIP) in Section 7 for specific projects in progress or planned for future construction. The Richland County Liaison to the CTC is the County Engineer.
- Pavement marking maintenance (LOS) – The Department of Public Works maintains a limited inventory of Pavement Markings throughout the County on some CRMS Paved Roads that meet the criteria for such markings. One Stop Service Requests will be investigated by Engineering Division Staff to evaluate the functionality and standard compliance along with condition and serviceability. Markings in need of installation, repair/replacement will be added to the annual Pavement Marking Maintenance List for repair/replacement by the On-Call Service Contractor. One Stop citizen notification and update shall be per Ombudsman Policy and Procedure. The current annual budget is \$15,000.
- Signal maintenance (LOS) – The Department of Public Works maintains an inventory of Traffic Signals and Flashing School Zone Lights. Both systems are managed by the Engineering Division Staff under the direction and supervision of the County Engineer, and once notified, shall investigate any device issues (Alinement, System Failures, Light Outage and Damage) that may affect Traffic Safety. On-Call Maintenance Contractors shall be available when required to make immediate needed repairs. Renewal of Contracts and Maintenance Budgets are required and must be updated on an as-needed basis. The current annual budget is \$5,000, but we anticipate the need for additional resources to cover additional lights being installed at Forum and Fashion Drive in Northeast Columbia.
- Traffic Calming – The Department of Public Works installs speed humps throughout the County on roads within the CRMS as well as certain SCDOT



maintained public roads. The installation of traffic calming devices shall be considered only when it has been determined by Engineering Division Staff that the roadway meets all criteria and after a petition and supporting documentation has been submitted for review. A Citizen Point of Contact (POC) shall be assigned to represent the neighborhood or subject street. The POC must be willing to serve as a contact person with whom DPW Staff can work throughout the traffic calming devices request process. Upon receiving the request, DPW Staff will perform a review of the subject street to ensure that the street meets all criteria referenced in the Traffic Calming Warrants. The Department performs traffic studies and installs approximately 15 speed humps per year.

- Unpaved Road Dust Suppression (LOS) – The Department of Public Works maintains an inventory of over 209 miles of Unpaved Roads. Application of Calcium Chloride for Dust Suppression on these roads reduces suspended dust particles that affect Traffic Safety and Property. An annual list of Roads is developed and staffed through the Engineering Division and the Roads & Drainage Maintenance Division and are sprayed with one application of Calcium Chloride by a contracted Road Treatment Service. The current annual budget is \$90,000 for approximately 80,000 gallons of application. This will treat approximately 50 miles of unpaved roads (nearly 25% of the unpaved portion of the CRMS).

Special Services (SS)

- Roadside Litter Pickup (LOS) – The Special Services Division employs Inmate Labor Work Crews to police public road Rights-of-Way to include the CRMS and SCDOT maintained roads.

Other County Departments

Transportation – Penny Department

Dirt Road Paving

Project 331 – Temporary hold

<u>Road Name</u>	<u>Council District</u>
□ Ashbury Street	07
□ Ollie Daily Road	01
□ Country Place Lane	10
□ Ravenbrook Road	10
□ Dry Branch Way	10
□ Robert McKenzie Road	10
□ Entzminger Road	02
□ Ruckerfella Lane	07
□ Goodwin Way	10

<input type="checkbox"/>	Sandhill Estates Road	10
<input type="checkbox"/>	Grant Road	11
<input type="checkbox"/>	Sassafras Road	07
<input type="checkbox"/>	Jackson Road	10
<input type="checkbox"/>	Smith Myers Road	10
<input type="checkbox"/>	Ken Webber Road	01
<input type="checkbox"/>	Smithcreek Road	10
<input type="checkbox"/>	Lacaya Road	02
<input type="checkbox"/>	South Scott Road	10
<input type="checkbox"/>	Larger Street	07
<input type="checkbox"/>	Spring Creek Road	10
<input type="checkbox"/>	Nathan Ridge Lane	10
<input type="checkbox"/>	Taylor Arch Road	10
<input type="checkbox"/>	Old Palmetto Circle	10
<input type="checkbox"/>	Twin Ponds Road	02
<input type="checkbox"/>	Sara Matthews Road	07

Project 417

<input type="checkbox"/>	Bow String Road	09
<input type="checkbox"/>	Pilgrim Church Road	07
<input type="checkbox"/>	Cornell Adams Run	11
<input type="checkbox"/>	Rosa Dowdy Lane	10
<input type="checkbox"/>	Davis Smith Road	07
<input type="checkbox"/>	Sam Dubard Road	07
<input type="checkbox"/>	Dogwood Shores Lane	11
<input type="checkbox"/>	Sandy Street	09
<input type="checkbox"/>	Faust Street	03
<input type="checkbox"/>	Snow Road	07
<input type="checkbox"/>	Governor Pond Road	07
<input type="checkbox"/>	Stone House Road	01
<input type="checkbox"/>	H L Clarkson Road	10
<input type="checkbox"/>	Tall Oaks Drive	01
<input type="checkbox"/>	High Valley Trail	07
<input type="checkbox"/>	Vallenga Road	09
<input type="checkbox"/>	Lake Dogwood Circle S	11
<input type="checkbox"/>	Wessinger Lane	07
<input type="checkbox"/>	Maggie Hipp Road	02
<input type="checkbox"/>	Wider Road	11
<input type="checkbox"/>	Melton Road	09
<input type="checkbox"/>	Wilson McCoy Road	10

Package “K” – Project 788

<input type="checkbox"/>	Robert James Road	10
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<input type="checkbox"/> Rocky Road	11
<input type="checkbox"/> Barkley Road	11
<input type="checkbox"/> South Drive	10

Road Resurfacing

Package “R” – Project 783, Total 18.2 miles

<input type="checkbox"/> Ashleys Place	11	0.05 mi
<input type="checkbox"/> Averill Lane	1	0.36 mi
<input type="checkbox"/> Bedford Way	11	0.38 mi
<input type="checkbox"/> Belk Court	2	0.19 mi
<input type="checkbox"/> Bent Oak Court	7	0.03 mi
<input type="checkbox"/> Berkeley Forest Court	11	0.04 mi
<input type="checkbox"/> Berkeley Forest Drive	11	0.77 mi
<input type="checkbox"/> Bombing Range Road	9	0.95 mi
<input type="checkbox"/> Briercliff Dr	7	0.77 mi
<input type="checkbox"/> Bucktail Way	1	0.04 mi
<input type="checkbox"/> Candlewood Dr	11	0.54 mi
<input type="checkbox"/> Cardington Dr	11	0.73 mi
<input type="checkbox"/> Carolina Pines Dr	2	1.21 mi
<input type="checkbox"/> Columbia Club Dr E	9	0.90 mi
<input type="checkbox"/> Exton Shore Dr	11	0.47 mi
<input type="checkbox"/> Flowerwood Dr	11	0.18 mi
<input type="checkbox"/> Garner Lane	4	0.36 mi
<input type="checkbox"/> Greys Court	11	0.03 mi
<input type="checkbox"/> Harper Park Rd	2	0.07 mi
<input type="checkbox"/> Jadetree Court	11	0.05 mi
<input type="checkbox"/> Jadetree Dr.	11	0.36 mi
<input type="checkbox"/> Kildare Dr	11	0.06 mi
<input type="checkbox"/> Kip Court	1	0.04 mi
<input type="checkbox"/> Little Hampton Rd	1	0.19 mi
<input type="checkbox"/> Longtown Rd W	7/9	0.86 mi
<input type="checkbox"/> Mountainbrook Dr	11	0.42 mi
<input type="checkbox"/> Muirfield Court W.	9	0.15 mi
<input type="checkbox"/> Northpoint BLVD	2	1.23 mi
<input type="checkbox"/> Oak Knoll Dr.	2	0.40 mi
<input type="checkbox"/> Olde Springs Rd	3	0.53 mi
<input type="checkbox"/> Osbourne Lane	1	0.25 mi
<input type="checkbox"/> Padgett Woods Blvd	11	0.10 mi
<input type="checkbox"/> Pear Tree Cir	11	0.36 mi
<input type="checkbox"/> Prince Charles Ct	11	0.19 mi
<input type="checkbox"/> Radcot Ct	8	0.35 mi
<input type="checkbox"/> Ragsdale Dr	11	0.36 mi
<input type="checkbox"/> Raintree Ct.	11	0.42 mi



<input type="checkbox"/>	Raintree Lane	11	0.18 mi
<input type="checkbox"/>	Ramblewood Dr	1	0.24 mi
<input type="checkbox"/>	Redington Way	1	0.28 mi
<input type="checkbox"/>	Regeants Court	11	0.11 mi
<input type="checkbox"/>	Rosewood Dr	8	0.82 mi
<input type="checkbox"/>	Salisbury Lane	8	0.33 mi
<input type="checkbox"/>	Staffwood Ct.	1	0.04 mi
<input type="checkbox"/>	Staffwood Dr.	1	0.18 mi
<input type="checkbox"/>	S. Royal Tower Dr.	1	0.22 mi
<input type="checkbox"/>	Stonemedede Dr.	1	0.11 mi
<input type="checkbox"/>	Ventura Ct	8	0.10 mi
<input type="checkbox"/>	W. Royal Tower Dr.	1	0.74 mi
<input type="checkbox"/>	Winding Creek Lane	8	0.08 mi
<input type="checkbox"/>	Woodlands West	9	0.40 mi
<input type="checkbox"/>	Wyncliff Court	1	0.05 mi

Sidewalk Construction

<input type="checkbox"/>	Alpine Road (Two Notch Rd to Percival Rd)	03 / 08 / 10
<input type="checkbox"/>	Leesburg Road (Garners Ferry Rd to Semmes Rd)	11 (SCDOT)
<input type="checkbox"/>	Percival Road (Forest Dr to Decker Blvd)	06
<input type="checkbox"/>	Polo Road (Mallet Hill Rd to Alpine Rd)	08 / 09 / 10
<input type="checkbox"/>	Clemson Road (Two Notch Rd to Percival Rd)	09 / 10
<input type="checkbox"/>	Harrison Road (Two Notch Rd to Forest Dr)	03
<input type="checkbox"/>	Atlas Road (Fountain Lake Way to Garners Ferry Rd)	11
<input type="checkbox"/>	Bluff Road (Rosewood Dr to Beltline Blvd)	10
<input type="checkbox"/>	Broad River Road (Royal Tower Rd to Woodrow St)	01
<input type="checkbox"/>	Lower Richland (Rabbit Run Rd to Garners Ferry Rd)	11
<input type="checkbox"/>	Polo Road (Two Notch Rd to Mallet Hill Rd)	08 / 09 / 10
<input type="checkbox"/>	Sunset Drive (Elmhurst Rd to River Dr)	04
<input type="checkbox"/>	School House Road (Two Notch Rd to Ervin St)	03
<input type="checkbox"/>	Faraway Drive (E. Boundary Rd to Willoughby St)	08/10



Section 5 – Resources:

<input type="checkbox"/> Road Maintenance FY-19 Fund Balance (end-of-year actual)	\$10,094,500
<input type="checkbox"/> Road Maintenance FY-20 Fund Balance (end-of-year estimate)	\$11,074,500
<input type="checkbox"/> RDM FY-21 Operating Budget	\$ 7,811,200
<input type="checkbox"/> “C” Fund FY-19 Balance (end-of-year actual)	\$ 3,718,162
<input type="checkbox"/> “C” Fund FY-20 Revenue forecast (end-of-year estimate)	\$ 5,041,800



Section 6 – Goals:

DPW

- Interdepartmental coordination – Improve interdepartmental coordination with other stakeholders, especially the Transportation – Penny and Community Planning and Development Departments in order to ensure that Capital Improvements and Maintenance are effectively coordinated and newly constructed CRMS infrastructure is of sufficient quality.
- Maximize effective use of available capital resources – Aggressively plan for and pursue financial resources for capital maintenance and improvement to the CRMS through effective management of the CRMS Capital Improvement Plan (CIP) and active projects.

RDM

- Process Review – Continue to review and revise updates to establish business procedures and processes to ensure the best practices and performance levels are being implemented and executed.
- Organizational Review – Conduct a thorough review of the mission, organization, personnel, equipment, and budget of the Roads and Drainage Maintenance Division (RDM) in order to achieve the Most Efficient Organization (MEO).

EGR

- Capital Improvements – Prepare a Five-Year CRMS Capital Improvement Plan (CIP) for paving and resurfacing of County roads, installation of sidewalks, and other transportation improvements.
- Pavement Management System (PMS) – Solicit and procure a Consultant to perform pavement analysis on existing County paved roads to update the existing PCIs that were determined in 2015. Integrate Streetsaver software with new PCIs for use by DPW staff.
- Right-of-Way Acquisition – The Right-of-Way Administrator will acquire 75 roads into the CRMS, as well as accepting and processing deeds to roads from ten new subdivisions from the County’s new development process.
- Reduction of Railroad Crossings – Eliminate the Railroad crossing at Walter McCartha Road in Northwest Richland County.
- Right-of-Way Transfer – Transfer at least 50% of County-owned Road Right-of-Way (11.8 miles) from County Ownership to the small municipality in which they are located.

Section 7 – Capital Improvement Plan (CIP):

Item Description	FY21	Biennium		Biennium		Total
		FY22	FY23	FY24	FY25	
Roadway Repair-Design	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000
Roadway Repair-Construction	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$4,000,000
Sidewalk Capital Improvement	\$350,000					\$350,000
Miscellaneous Road Improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Rollover from FY 2020	\$1,600,000					\$1,600,000
Pavement Preservation	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
CTC - Resurfacing Roads	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$9,000,000
CTC - New Sidewalks	\$1,000,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000
Road Resurfacing - (RM Fund)		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000
TAP Grant - New Sidewalk - EGR		\$100,000	\$50,000	\$100,000	\$50,000	\$300,000
TAP Grant - New Sidewalk - Const			\$1,000,000		\$1,000,000	\$2,000,000
Totals	\$5,000,000	\$4,650,000	\$5,600,000	\$4,650,000	\$5,600,000	\$28,000,000

See Section 4 – Programs / functions: Other County Departments / Transportation – Penny Department for planned Fiscal Year 2021 (FY-21) paving, resurfacing, and sidewalk construction projects planned by the Transportation – Penny Department.

FY21 Detailed Capital Improvement Plan (CIP):

Pavement Preservation – Budget \$850,000

District 1	Road SYS	Crack Seal LF	Road LF	Subdivision
Bamboo Grove Ct	1295	300	500	Lakeside at Ballentine
Baywood Ct	1515	372	620	Lakeside at Ballentine
Harbors Mist Dr	1015	249	415	Lakeside at Ballentine
Shores Edge Dr	1600	390	650	Lakeside at Ballentine
Water Pointe Ln	1100	270	450	Lakeside at Ballentine
Millplace Dr	7761	1270	3175	Milford Park
Millplace Lp	2567	630	1050	Milford Park
Cabin Dr	11244	2760	4600	Milford Park
Milford Park Dr	3295	809	1348	Milford Park
District 2				
Buckwood Dr	460	112	188	Hunters Run Ph3
Greyhound Ln	1269	312	519	Hunters Run Ph3
Grey Duck Ln	2848	699	1165	Hunters Run Ph3
Safari Way	953	234	390	Hunters Run Ph3
District 3				
Oakley Dr	3936	966	1610	Newcastle West
Oakley Ct	557	137	228	Newcastle West
Oakley Cir	895	220	366	Newcastle West
Sunnydale Dr	2635	647	1078	Newcastle West
Sunnydale Ct	504	124	206	Newcastle West
Saxonbury Dr	721	177	295	Newcastle West
Scarlet Ct	1589	390	650	Newcastle West
Catalina Ct	1345	330	550	Newcastle West
District 6				
Dean Hall Ln	2778	510	850	Hampton Trace
Rosebank Dr	3667	900	1500	Hampton Trace
Hampton Trace	6600	1620	2700	Hampton Trace

<u>District 7</u>	Road SYS	Crack Seal LF	Road LF	Subdivision
Ballbridle Ln	3915	960	1600	The View
Cabinteely Ct	370	90	150	The View
Glimerton Ct	860	210	350	The View
Gorebridge Ct	860	210	350	The View
Hillfoots Ct	440	108	180	The View
Stillorgan Ct	783	192	320	The View
View Dr	8600	2100	3500	The View
<u>District 8</u>				
Cold Branch Dr	22000	5400	9000	None
<u>District 9</u>				
Wood Duck Rd	6673	1638	2730	Wildewood
Holliday Rd	5866	1440	2400	Wildewood
Village Farm Rd	2250	555	925	Smallwood
<u>District 10</u>				
Abbott Rd	1907	468	780	Arthurtown
Bluff Industrial Blvd	5000	1080	1800	Arthurtown
<u>District 11</u>				
Saddlebrook Ln	18333	4500	7500	None

NOTE: Districts 4 and 5 contain no roads qualifying for Pavement Preservation.

Road Repair and Resurfacing – Budget \$1,450,000 plus possible CTC funds

<u>District 1</u>	Road LF	Subdivision
Steeple Ridge Rd	7155	Ascot
Laurent Way	4260	Ascot
Dunleith Way	1975	Ascot
Dunleith Ct	530	Ascot
Laurent Ct	645	Ascot
Cotting Ct.	375	Ascot
<u>District 2</u>	Road LF	Subdivision
Blythe Creek Dr	2270	Blythe Creek
Black Elk Ln	475	Blythe Creek
Red Wings Ct	370	Blythe Creek



Running Bear Ct	950	Blythe Creek
Broken Arrow Ct	320	Blythe Creek
<u>District 7</u>		
River Station Way	160	River Station
Big Game Loop	3380	River Station
Ostrich Cir	845	River Station
Hunters Run Dr	1215	Hunters Run
Bowhunter Dr	3482	Hunters Run
Bear Rock Dr	398	Hunters Run
Duck Pt	150	Hunters Run
Grouse Ct	150	Hunters Run
Labrador Dr	914	Hunters Run
Ranger Ln	242	Hunters Run
Coyote Ln	395	Hunters Run
<u>District 8</u>		
Hunters Pond Dr	6550	The Summit
Summit Parkway	7600	The Summit
<u>District 9</u>		
Summit Ridge	5700	The Summit

New Sidewalk Construction – Budget \$350,000

The proposed new sidewalk project will be chosen after January 1, 2021 once requests have been vetted and ranked appropriately. Council will need to approve the selection before moving forward.

Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (1) RDM Maintenance Area road type / mileage breakdown

Unpaved Roads

RDM Maintenance Area

Maintenance Area	County Owned (Public Right-of-Way)		Prescriptive Easement		All County Unpaved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
Ballentine	63,351.44	12.00	147,994.54	28.03	211,345.98	40.03
Eastover	97,152.56	18.40	449,562.59	85.14	546,715.15	103.54
Northeast	93,020.42	17.62	253,621.10	48.03	346,641.51	65.65
Total	253,524.42	48.02	851,178.22	161.21	1,104,702.64	209.22

Paved Roads

RDM Maintenance Area

Maintenance Area	County Owned		Municipal Owned (IGA)		All County Paved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
Ballentine	634,806.53	120.23	95,229.69	18.04	730,036.21	138.26
Eastover	414,171.23	78.44	0.00	0.00	414,171.23	78.44
Northeast	1,982,065.79	375.39	33,993.38	6.44	2,016,059.17	381.83
Total	3,031,043.55	574.06	129,223.06	24.47	3,160,266.62	598.54

Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (2) County Council District road type / mileage breakdown

Unpaved Roads

Council District

Council District	County Owned (Public Right-of-Way)		Prescriptive Easement		All County Unpaved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
1	58,224.53	11.03	143,343.79	27.15	201,568.31	38.18
2	33,326.17	6.31	174,216.74	33.00	207,542.91	39.31
3	3,358.85	0.64	3,881.19	0.74	7,240.04	1.37
4	914.95	0.17	0.00	0.00	914.95	0.17
5	4,062.82	0.77	0.00	0.00	4,062.82	0.77
6	159.65	0.03	0.00	0.00	159.65	0.03
7	42,596.01	8.07	48,473.46	9.18	91,069.47	17.25
8	3,196.40	0.61	2,598.73	0.49	5,795.13	1.10
9	10,692.13	2.03	28,759.32	5.45	39,451.45	7.47
10	36,096.78	6.84	393,291.75	74.49	429,388.52	81.32
11	60,896.14	11.53	56,613.25	10.72	117,509.38	22.26
Total	253,524.42	48.02	851,178.22	161.21	1,104,702.64	209.22

Paved Roads

Council District

Council District	County Owned		Municipal Owned (IGA)		All County Paved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
1	505,798.76	95.80	91,560.07	17.34	597,358.82	113.14
2	347,953.82	65.90	11,496.03	2.18	359,449.85	68.08
3	117,383.99	22.23	5,566.83	1.05	122,950.82	23.29
4	23,062.15	4.37	0.00	0.00	23,062.15	4.37
5	8,418.68	1.59	0.00	0.00	8,418.68	1.59
6	14,639.66	2.77	1,096.42	0.21	15,736.08	2.98
7	456,161.11	86.39	19,503.72	3.69	475,664.83	90.09
8	483,387.49	91.55	0.00	0.00	483,387.49	91.55
9	630,550.33	119.42	0.00	0.00	630,550.33	119.42
10	158,387.58	30.00	0.00	0.00	158,387.58	30.00
11	285,299.97	54.03	0.00	0.00	285,299.97	54.03
Total	3,031,043.55	574.06	129,223.06	24.47	3,160,266.62	598.54

Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (3) IGA road type / small municipality / mileage breakdown

Municipality	Paved Road (Mi)	Unpaved Road (Mi)	Total (Mi)
Arcadia Lakes	1.57	0.00	1.57
Blythewood	9.05	3.42	12.47
Cayce	0.00	1.58	1.58
Eastover	0.94	0.42	1.36
Forest Acres	4.76	0.20	4.96
Irmo	24.44	1.61	26.05
Total	40.76	7.23	47.99

Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (4) Bridges / type / location

Location	Type
Old Garners Ferry Road at Mill Creek	Concrete slab on piers
White House Road at Gills Creek	Concrete slab on piers
Chinquapin Road at Stoops Creek	Open bottom culvert
Raintree Drive at ditch crossing	Open bottom culvert
Beechwood Lane at ditch crossing	Open bottom culvert

Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (5) Rail Crossings / type / location

Road Atlas Map Grid	Name of Road	Road Type	Entity in Charge of Inspections	Type of RR Line Crossed	Own r/w on Road	Municipality	SCDOT Crossing Number	Comments
49B4	Lykesland Trail	Unpaved	County	Main railroad track	Yes	County	723733S	
27D4	Vine Street	Paved	County	Side railroad track	Yes	County	634637U	Crossing between Rosewood Drive and Brookwood Drive
34F1	Mount Pilgrim Church Road	Unpaved	County	Main railroad track	No	County	715899B	
72B2	Gus Lane	Unpaved	County	Main railroad track	No	County	632650B	
32D3	Pine Wedge Drive	Paved	County	Main railroad track	Yes	County	715908X	
27D4	Vine Street	Paved	County	Side railroad track	Yes	County	634638B	Crossing Southeast of Brookwood Drive
37B5	Mauney Drive	Paved	County	Side railroad track	Yes	County	904637R	
27D4	Garland Street	Paved	County	Side railroad track	Yes	County	634642R	Crossing between Rosewood Drive and Brookwood Drive
27D4	Duval Street	Paved	County	Side railroad track	Yes	County	634640C	Crossing between Rosewood Drive and Brookwood Drive
27D4	Duval Street	Paved	County	Side railroad track	Yes	County	634641J	Crossing southeast of Brookwood Drive
27D4	Rosewood Drive	Paved	County	Side railroad track	Yes	County	634636M	
27D4	Garland Street	Paved	County / Columbia	Side railroad track	Part	County and Columbia	634643X	County owns approach from west side of crossing, RR r/w is annexed by Columbia
27D4	Oakdale Drive	Paved	County	Side railroad track	Yes	County	634644E	Crossing between Rosewood Drive and Brookwood Drive
05B4	Lynn McCartha Road	Unpaved	County	Main railroad track	No	County	843360B	
05B4	Walter McCartha Road	Unpaved	County	Main railroad track	No	County	843359G	
31D4	Frank Dale Road	Unpaved	County	Main railroad track	No	County	715917W	Road is small connector between Frank Dale Road and Gunter Circle
35D4	Cadia Drive	Unpaved	County	Main railroad track	No	County	634296D	
32C2	Boomer Road	Unpaved	County	Main railroad track	No	Blythewood	715910Y	
4.90E+04	Century Oaks Lane	Unpaved	County	Main railroad track	No	County	632196S	
35A4	Fontaine Center Drive	Paved	County	Main railroad track	Yes	County	640941L	
62A2	Third Street	Unpaved	County	Main railroad track	No	County	723729C	RR Crossing is beyond County ownership, connects to Edmonds Farm Road
3.20E+06	Hobart Road	Unpaved	County	Main railroad track	Part	County	715906J	Main RR Crossing west of Wilkinson Drive
27F4	Andrews Road	Unpaved	County / Columbia	Side railroad track	No	County and Columbia	904635C	County unpaved road - RR right of way is within City of Columbia
Not on SCDOT (2011) List								
27D3	Olympia Avenue	Paved	County / Columbia	Main railroad track	Part	County and Columbia		County owns approach from west side of crossing

3.20E+06	Hobart Road	Unpaved	County	Side railroad track	Part	County		RR Crossing at side railroad line
3.20E+05	Wooten Road	Unpaved	County	Main railroad track	No	County		
45F1	Fashion Drive	Paved	County	Main railroad track	Yes	County		

Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (6) Traffic / crossing lighted signals

Traffic Signals

Intersection Location	RDM Maintenance Area
Fashion and Forum Drive	North
Summit Parkway at Summit Ridge	North
Summit Commons at Summit Parkway	North

School Zone Flashing Signals

School	RDM Maintenance Area
HG Corley	West
Summit Parkway Middle School	North

Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (7) County Maintained Sidewalks

Sidewalks

RDM Maintenance Area

Maintenance Area	Length (Ft)	Length (Miles)
Ballentine	266,872.29	50.54
Eastover	60,133.59	11.39
Northeast	798,496.18	151.23
Total	1,125,502.06	213.16

*Length does not include Subdivisions
with Sidewalks built since 2016

Council District

Council District	Length (Ft)	Length (Miles)
1	254,795.25	48.26
2	123,622.30	23.41
3	12,021.50	2.28
4	147.84	0.03
5	0.00	0.00
6	3,187.02	0.60
7	181,235.28	34.32
8	293,362.36	55.56
9	196,996.93	37.31
10	7,499.42	1.42
11	52,634.17	9.97
Total	1,125,502.06	213.16