

RICHLAND COUNTY
DEVELOPMENT AND SERVICES
COMMITTEE AGENDA



Tuesday, FEBRUARY 22, 2022

5:00 PM

The Honorable Derrek Pugh

County Council District 2

The Honorable Allison Terracio

County Council District 5

The Honorable Gretchen Barron

County Council District 7

The Honorable Cheryl English

County Council District 10

The Honorable Chakisse Newton

County Council District 11

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jesica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022



Richland County Development and Services Committee

February 22, 2022 - 5:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

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

2. **APPROVAL OF MINUTES** The Honorable Allison Terracio
 - a. December 16, 2021 [PAGES 7-11]

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

4. **ELECTION OF CHAIR**

5. **ITEMS FOR ACTION**
 - a. County Attorney's Office - Easement And Access Agreements between the East Richland County Public Service District and Richland County affecting the Cooper Branch location of the Richland County Public Library [PAGES 12-28]

 - b. County Attorney's Office - Purchase of the Edgewood Library Branch property (2101-13 Oak Street) [PAGES 29-49]

 - c. Road Closure Petition (Pointe Grand Columbia, LLC v. SCDOT, RC, DPX Holdings, LLC 2021-CP-40-06246) to close Research Court for which Richland County currently provides maintenance [PAGES 50-69]

6. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**
 - a. Move to direct staff to evaluate current zoning laws that permit zoning designations for large residential developments to remain in perpetuity and present options to re-evaluate and or rezone those properties if they are not developed within 7 years. Recommendations should include processes to ensure that zoning and the comprehensive plan remain consistent with the lived character of the community [NEWTON - July 13, 2021]

***Staff has discussed with Council that there are current measures in place, such as section 6-29-510 (E) of the State Code of Laws, which requires a 5-year re-evaluation and a 10-year update of the Comprehensive Plan. It was proposed that staff would include for the re-evaluation and update, specific information regarding the re-zonings and developments that have taken place during the reviewing periods. This will allow Council to determine what amendments should be made to the Comprehensive Plan.*

- 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 - November 19, 2019]

***Staff continues its efforts relative to this matter.*

- c. I move to have staff amend section 26-186 (Development with Open Space Design Standards) of the Land Development Code by amending the formula used in determining the total number of units allowed in the utilization of density-based and density bonus design standards by subtracting the constrained open space area acreage from the total site acreage prior to calculating. In addition, all lots must conform to the DHEC minimum required sizes so no bonus allows that lot size to be less than the DHEC requirement. [MALINOWSKI - January 4, 2022]

***Prior to Jun 30, 2022, staff will draft proposed language and present it to the Planning Commission and Development & Services committee for consideration.*

- d. Amending "Fireworks" Ordinance - [PUGH - December 7, 2021]

7. 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
Development & Service
MINUTES
December 16, 2021 –5:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29202

COMMITTEE MEMBERS PRESENT: Allison Terracio, Chair, Derrek Pugh, Gretchen Barron, Cheryl English and Chakisse Newton

OTHERS PRESENT: Paul Livingston, Bill Malinowski, Joe Walker, Chakisse Newton, Anette Kirylo, Michelle Onley, Tamar Black, Angela Weathersby, Kyle Holsclaw, Justin Landy, Dale Welch, Leonardo Brown, Lori Thomas, Aric Jensen, John Thompson, Patrick Wright, Chris Eversmann, Ashiya Myers, Syndi Castelluccio, Randy Pruitt, Stacey Hamm, Brian Crooks, Steven Gaither, Dwight Hanna, John Ansell, Michael Maloney, Geo Price, Quinton Epps and Michael Byrd

1. **CALL TO ORDER** – Ms. Terracio called the meeting to order at approximately 5:00 PM.

2. **APPROVAL OF MINUTES**

a. November 18, 2021 – Mr. Pugh moved, seconded by Ms. Barron, to approve the minutes as distributed.

In Favor: Pugh, Terracio, Barron, and Newton

Not Present: English

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. Pugh moved, seconded by Ms. Barron, to approve the agenda as published.

In Favor: Pugh, Terracio, Barron, and Newton

Not Present: English

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. **Move to direct staff to evaluate current zoning laws that permit zoning designations for large residential developments to remain in perpetuity and present options to re-evaluate and/or rezone those properties if they are not developed within 7 years. Recommendations should include processes to ensure that zoning and the comprehensive plan remain consistent with**

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December 16, 2021

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the lived character of the community [Newton – July 13, 2021] – Ms. Newton noted, in her district, there are very large properties that were zoned for large scale development decades ago, and are suddenly being developed. She wanted the County to proactively reevaluate those properties to ensure we are not doing something that might have been right for the past, but does not match the lived character of the community now. Based on advice from legal, we could not implement her motion, as originally written, but staff has looked at changing process to bring the information to Council more frequently and in a more visible manner.

Mr. Crooks stated a lot of what they are doing with the code rewrite will address the intent of the motion. Basically, they will be able to reevaluate an area as whole to see what makes sense, in terms of the comprehensive plan, and the Council district as a whole. The code rewrite, as a whole, will look at the districts, and County, to determine what makes sense. Many times, we have been reactionary and not go back to look at the surrounding area. Staff plans to be more proactive so they can provide recommendations to Council and the Planning Commission in order for everything to change in concert. Staff will also do the comprehensive plan evaluation every 5 years, and update the plan every 10 years.

Ms. Newton stated she understood staff was going to be more proactive, but she inquired how this is going to be instantiated and documented. She would like to see this as a policy. The problem with the current policy is the onus in on Council. The process needs to happen administratively to institutionalize the process that comes out of this motion.

Mr. Price stated, when they come before Council, and look back to reevaluate the comprehensive plan, they will look at areas in which rezoning has taken place and evaluate if the development has actually taken place. Development of a rezoned property may take years, and if an area has not been developed we could look at making some changes to zoning, or the comprehensive plan, to scale back what is allowed to be developed.

Ms. Barron inquired if the motion is on hold until the comprehensive plan has more detail.

Mr. Price responded it is not necessarily on hold. The motion was to request staff present the comprehensive plan to Council to provide better information to show what has occurred in different areas.

Ms. Barron inquired if they are taking all this information into consideration as they create and write revisions to the comprehensive plan.

Mr. Price responded in the affirmative.

Ms. Newton moved, seconded by Ms. Barron, to direct staff to work to codify the proactive processes discussed, and bring back to this body with the understanding that it takes into account what they are doing with the land development code rewrite and future updates to the comprehensive plan.

Mr. Price stated they could incorporate the policy and make it part of the comprehensive plan on how reviews will take place.

In Favor: Pugh, Terracio, Barron and Newton

Not Present: English

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The motion in favor was unanimous to direct staff to work to codify the proactive processes discussed, and bring back to this body with the understanding that it takes into account what they are doing with the land development code rewrite and future updates to the comprehensive plan.

- b. **Division of Solid Waste & Recycling - RC Code of Ordinances, Chapter 12 Re-write** – Ms. Newton moved, seconded by Ms. Barron, to forward to Council with a recommendation to approve the rewrite of the Richland County Code of Ordinances, Chapter 12, renamed “Solid Waste, Recycling and Public Sanitation.”

Ms. Newton stated, the policy for backyard pickup service provided to disabled persons, appears to state they have to live next door to a relative.

Mr. Eversmann responded there are two aspects of enhanced service that is provided to those with a handicap. He noted they could get enhanced service, at no extra charge, or if they live next to a relative they could use their relative’s roll cart and be exempt from the fee.

Ms. Newton inquired if there are any opportunities to strengthen enforcement. She noted, in her area, she receives complaints about big trucks headed to landfills that cause more litter.

Mr. Eversmann responded most of the enforcement provisions were brought forward from the existing ordinance. Going forward, loads are required to be covered. He noted they could speak with their refuse control officers and Solid Waste staff about additional recommendations.

Ms. Newton requested those conversations happen before this comes before Council.

In Favor: Pugh, Terracio, Barron and Newton

Abstained: English *(Due to not being present during the discussion)*.

The motion in favor was unanimous to forward to Council with a recommendation to approve the rewrite of the Richland County Code of Ordinances, Chapter 12, renamed “Solid Waste, Recycling and Public Sanitation.”

- c. **“Move to invite Richland County Conservation Commission to present the Lower Richland Tourism plan to Council” [Newton and English – November 16, 2021]** – Mr. Brown stated Chapter 2-236 of the County’s ordinances relates to Conservation Commission. He noted, under Section 7, it states, “The Commission shall prepare and submit annually to the County Council a plan for the protection of significant resources in the county. Such plan shall include a list of significant natural, cultural, or historical resources in the county, which are recommended to the County Council for acquisition, lease, or development. A financing strategy shall accompany each recommendation, with emphasis being placed upon minimizing the utilization of public monies and maximizing the utilization of other sources, such as grants, public donations, etc.” In Section 8(d), it states, “The Richland County Council may adopt the list of significant resources submitted by the Commission, in whole or in part, and may add to or delete additional properties and significant resources to the list of significant resources submitted by the commission. The list shall be reviewed and, if necessary, amended not less than annually by the commission.” He noted this is before Council as part of the ordinance, which speaks to the commission, which allows them share, or hear from them, what they believe is be important in preserving the resources they oversee and allows Council to give input on whether the commission’s recommendation aligns with Council’s

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vision.

Ms. Newton inquired if staff would like to address the outcome of the presentation, in terms of incorporating it into the master plan.

Mr. Jensen stated there is a universal process for land use adoption, and for action, when it comes to acquiring and disposing of property. The County has adopted such policies, and one of the policies is that certain actions need to include information contained in a master plan, general plan or a comprehensive plan adopted by the County. It is proper, or fitting, for Council to incorporate all, or elements, of this document, if Council decides to eventually approve it, so in future actions, you have a foundation upon which to render your actions. That is why it is requested, should you agree to accept this document, you incorporate the appropriate elements of it into the comprehensive plan and other action plans, so action can be taken in the future.

Mr. Grego presented The Lower Richland Tourism Plan to the committee.

Ms. Newton noted the plan has many steps and different components to each part. She inquired if the tourism plan was incorporated as part of the master plan, would it be verbatim or a conceptual adoption and agreement to the goals of the plan.

Mr. Brown stated, when it is voted, it would be something you would need to make clear, because the intent may not be carried over without that expression made.

Ms. Newton inquired, in terms of implementing this plan, what authority does the Conservation Commission have to do on their own, and what would need to come back to Council for approval.

Mr. Brown responded, once the plan is approved, the idea would no longer be just a commission plan, it would be a County plan the commission would partly implement. From the commission standpoint, they have funds they can carry out as much, and as far as they feel they can do, separate and apart from the County. Their understanding would be that the County would partner with additional funding to continue to move it down the line.

Ms. Barron noted she would hate for the County to sign off on something that is not obtainable or not prioritized in some case. She would like to see the plan prioritized to streamline the plan to connect to big picture items.

Mr. Grego noted the plan lists items that can be done right away. They talk about branding, wayfinding, partnership building and those sort of things. He noted the 1st year goals would not cost that much, and we could see where they go from there. There are opportunities to leverage things, such as using the magistrate's office as a gateway to a greenway. The budget is \$17M-\$24M over a 10-year period.

Ms. Barron stated she would like to see more concrete information. We need to be realistic on what can be done and accomplished.

Mr. Grego stated it will be a part of the annual plan they plan to submit to Council in 2022.

Ms. Newton stated, based on some of the questions, a work session may be needed.

Ms. English stated she likes the idea working plan over a 10-year period, which gives us date points

**Development & Service Committee
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and allows us to reevaluate. She understands the idea of having a more concrete plan, but nothing was ever set in tone, especially in her district where they are bringing in water and sewer. She noted things could change as the plan is developing and things are implemented.

Mr. Malinowski noted the report was from 2017. In his opinion, there have been a lot of lifestyle changes in recent years, and he would like to see more updated figures. He also requested the return on investment.

Mr. Grego noted, at Congaree National Park, they are going to break their visitation record by 35%. The annual economic impact from the park two years ago was \$9M and he expects it has increased since then.

Ms. Newton moved, seconded by Ms. Barron, to hold this item in committee, while we schedule a work session.

In Favor: Pugh, Terracio, Barron, English and Newton.

The motion in favor was unanimous.

- d. **Richland County Conservation Commission – Cabin Branch Property Purchase** – Mr. Epps stated the Conservation Commission requested Council approve a purchase agreement for 60 acres of land adjacent to existing County-owned property for conservation purposes. The purchase will be funded by the Conservation Commission, and will include a budget transfer of \$312,000.

Ms. Newton moved, seconded by Ms. Barron, to forward to Council with a recommendation to approve the final purchase agreement for 60 acres (R24600-01-33) adjacent to County-owned property for conservation purposes.

Ms. Terracio inquired if they considered ongoing responsibilities associated with the acquisition.

Mr. Epps responded, since they already own approximately 60 acres in the area, the maintenance cost would be minimal.

In Favor: Pugh, Terracio, Barron, English, and Newton.

The motion in favor was unanimous to forward to Council with a recommendation to approve the final purchase agreement for 60 acres.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. **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. Newton stated, at the last meeting, staff presented a schedule to present their proposal early next year.

6. **ADJOURNMENT** – The meeting adjourned at approximately 5:52PM.

**Development & Service Committee
December 16, 2021**

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Agenda Briefing

Prepared by:	Christopher Ziegler	Title:	Assistant County Attorney
Department:	Legal	Division:	Click or tap here to enter text.
Date Prepared:	February 4, 2022	Meeting Date:	February 22, 2022
Legal Review	n/a	Date:	Click or tap to enter a date.
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Easement And Access Agreements between the East Richland County Public Service District and Richland County affecting the Cooper Branch location of the Richland County Public Library.		

RECOMMENDED/REQUESTED ACTION:

Staff recommends enacting an ordinance granting the easement.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

1. Granting the easement has no fiscal impact on the county or library.
2. Authorizing a license agreement granting access rights to the East Richland County Public Service District has no fiscal impact on the county or library.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

The matter originated in the County Attorney’s office.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to pass an ordinance approving the grant of an easement agreement between the County and the East Richland County Public Service District to facilitate the maintenance of a thirty inch sewer line located at 5317 Trenholm Road. The easement would apply to a fifteen foot area comprising of seven and one half feet on either side of the sewer line. The sewer line was installed across the property some years ago but the easement documents were inadvertently not prepared. This grant would correct the error and ensure that the East Richland County Public Service District and its potential assignees will have the easement to the property and shall inspect, repair, operate, replace, and maintain the sewer line.

In addition to the easement, the Library also requested that County Council approve an access license agreement to authorize access to the sewer line. The Library prefers an unrecorded document to provide both parties flexibility for the parties in regards to individual access requirements. This benefits both parties and ensures that any access granted to the East Richland County Public Service District will not impose a burden on the Library. There are no adverse legal consequences to the granting of the license.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Ordinance
2. Easement
3. License and Access Agreement

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-21HR

AN ORDINANCE AUTHORIZING AN EASEMENT TO EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT FOR SEWER UTILITY FACILITIES; SPECIFICALLY LOCATED AT THE COOPER LIBRARY BRANCH OF THE RICHLAND LIBRARY, BEING AT 5317 TRENHOLM ROAD AND DESCRIBED AS TMS# 14014-06-25.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant to EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT a permanent easement over a portion of county owned land, specifically 5317 Trenholm Road (also described as TMS# 14014-06-25), for sewer utility facilities to serve the Cooper Branch of the Richland Library; all as specifically described in the GRANT OF EASEMENT AND RIGHT OF WAY FOR SEWER UTILITY FACILITIES, which is attached hereto and incorporated herein; its employees and agents are additionally authorized to execute any reasonable Licenses pertaining to ingress and egress to the Easement granted herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of _____, 2022.

Michelle Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

GRANT OF EASEMENT AND RIGHT OF
 WAY FOR SEWER UTILITY FACILITIES

WHEREAS, the East Richland County Public Service District constructed a thirty-inch sewer collector line across the property of the Richland County Public Library/Richland County a number of years in the past, generally located at 5317 Trenholm Road, bearing Tax Map Reference Number R14014-06-25 (the “Library Property”); and,

WHEREAS, an easement for the thirty-inch sewer collector line was not recorded in the Register of Deeds for Richland County; and,

WHEREAS, the parties hereto wish to enter into an easement as set out to be recorded in the Register of Deeds for Richland County.

WHEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, the **Richland County Public Library**, a component unit of Richland County, South Carolina (the “Library”) and **Richland County, South Carolina**, a political subdivision of the State of South Carolina, on behalf of the Library (together, hereinafter the “Grantor”), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, to it in hand paid at and before the signing of these presents by **East Richland County Public Service District**, hereinafter “Grantee”, the receipt and sufficiency of which is hereby acknowledged, has, subject to the terms and provisions set forth below, granted, bargained, sold, assigned and released, and by these Presents does grant, bargain, sell, assign and release unto the Grantee, its successors and assigns, the following described easement and right-of-way:

A perpetual easement and right-of-way, being located as shown as a 15 foot area located on seven and one half feet on either side of the existing sewer line identified by the -----ss-----ss-----ss line located and shown in the survey prepared for East Richland County Public Service District by W.R. Williams, Jr., Engr./Surveyor, Inc., dated July 6, 2021, attached hereto and incorporated herein as Exhibit A (the “Easement Area”), and further described as set forth herein, at all times for the purpose of inspecting, repairing, operating, replacing and maintaining, the thirty-inch sewer collector line, existing manholes other sewer facilities heretofore constructed by Grantee and owned by the Grantee (along with all future replacement or substituted pipes and/or sewer lines) on/at 5317 Trenholm Road, bearing Tax Map Reference Number R14014-06-25, with the right to excavate within and remove shrubbery, trees and other growth from such Easement Area and right-of-way as may be necessary from time to time, provided that the property in the Easement Area promptly be restored as nearly as practicable to its original condition, with damaged shrubbery to be replaced with the same variety of equivalent size nursery stock. In the event of a discrepancy between the actual location of the thirty-inch sewer collector line and that set out on the survey, the easement will be deemed to be located on seven and one half feet on either side of the actual location of the sewer line but the Grantor shall not be responsible for any loss or damage to the sewer line pipes or other equipment as a result

of an error in the physical location of the pipes as shown in Exhibit A and Grantors' reliance on the attached Exhibit A unless Grantee provides Grantors an updated Exhibit A and both parties amend this Grant of Easement and record said amendment in the Richland County ROD Office. Nothing herein shall prevent Grantee from replacing sections of the thirty-inch sewer collector line with piping of like size and kind within the Easement Area. Grantors and Grantee hereby agree that no maintenance or construction of any sort related to the sewer line will be permitted on other parts of the Library Property and no access easements across the Library Property to the Easement Area are being granted herein and the within grant for the Easement Area shall not be construed to dedicate the easement areas conveyed hereby to the use of the general public. No rights for construction staging or activity outside the Easement Area are granted by this easement, such access to the Easement Area and any other staging or construction rights must be negotiated on an as-needed basis between the Grantee and the Library and may be granted in the form of a license agreement acceptable to both Grantee and Library. Grantor hereby agrees that it will not authorize or permit construction of any sort in the Easement Area. Grantor hereby agrees that it will not authorize or permit other easements in the Easement Area which would materially interfere with the intended use of the easement granted herein. Access rights to the Easement Area will be provided by a separate license agreement between Grantor, Grantee, and Library.

TMS REF: R14014-06-25

GRANTEE'S ADDRESS: 704 Ross Road,
Columbia, South Carolina 29223

TO HAVE AND TO HOLD all and singular the aforesaid easement and right-of-way rights to Grantee, its successors and assigns.

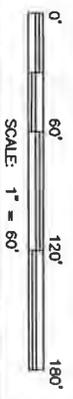
And the said Grantors do hereby bind the Grantors and the Grantor's Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and Assigns.

EXHIBIT A



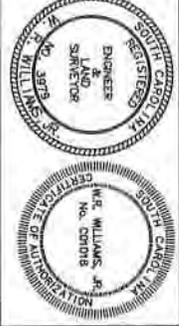
NORTH REF: SC GRID
 ELEVATIONS BASE ON NATIONAL GEODETIC
 SURVEY MONUMENT PERCUAL BRIDGE
 UTILIZING TOPCON HYPER II GPS SYSTEM.

LINE	LENGTH	BEARING
L1	19.39'	S 79°49'42" E



LEGEND:

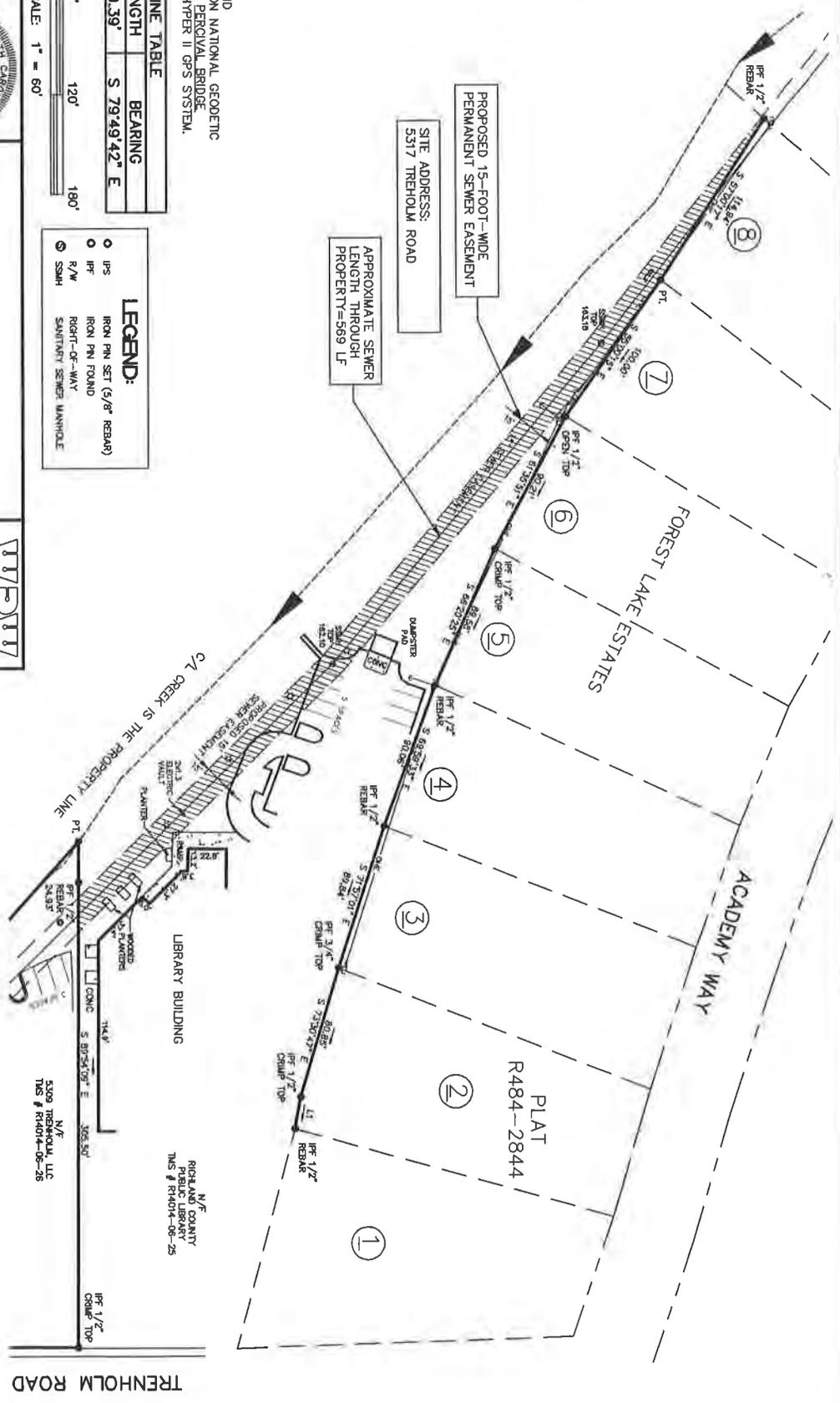
○	IPS	IRON PIN SET (5/8" REBAR)
○	IPF	IRON PIN FOUND
○	R/W	RIGHT-OF-WAY
⊙	SMH	SMALLER SEWER MANHOLE



W.R. WILLIAMS, JR. L.S. & P.E. #3979

PERMANENT SEWER EASEMENT
 SURVEY FOR
ERCPSD
 FOREST ACRES RICHLAND COUNTY
 SOUTH CAROLINA
 JULY 6, 2021

WRI
 W.R. WILLIAMS, JR.
 ENGR./SURVEYOR, INC.
 15 S. MAIN STREET
 TRAVELERS REST, S.C.
 29680
 (864) 834-7955
 DWG.NC: 210032-A



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LICENSE AND ACCESS AGREEMENT

THIS LICENSE AGREEMENT (the "**Agreement**") is made effective as of _____, 2022 (the "**Effective Date**"), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina, for the Richland County Public Library, a component unit of Richland County (the "**County**"), **RICHLAND COUNTY PUBLIC LIBRARY**, a component unit of Richland County, South Carolina (the "**Library**") and **EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT**, a Special Purpose District (the "**Licensee**").

WITNESSETH:

WHEREAS, the County (by statute) and the Library (by deed) (the County and the Library are together referred to as the "**Licensors**") are the owners of that certain tract or parcel of land generally located at 5317 Trenholm Road, bearing Tax Map Reference Number R14014-06-25 and Tax Map Reference Number R14014-06-17(together, the "**Library Tract**"); and

WHEREAS, Licensee is the owner of an existing thirty-inch sewer collector line and related equipment (the "**Sewer Line**") that runs across the Library Tract, as shown on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the parties have agreed to enter into a license and access agreement in order to provide Licensee access over the Library Tract for the purposes of installing, inspecting, repairing, operating, replacing and maintaining the Sewer Line for the benefit of both Licensors and Licensee and the sewer system in general; and

WHEREAS, Licensors have agreed to grant Licensee a license for access over the Library Tract to the Sewer Line in accordance with the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are contractual and binding in nature, are accurate, true and complete, and are hereby incorporated into and made a part of this Agreement.

2. Access License. Licensors hereby grant to Licensee, and Licensee's designated employees, agents, assignees and contractors (the "**Operator**"), subject to the terms and conditions set forth herein below, a non-exclusive right and license to enter onto and cross the Library Tract for the purpose of installing, inspecting, repairing, operating, replacing and

maintaining, the Sewer Line and related sewer facilities, including temporary above-ground/buried piping, temporary above-ground pumps and temporary above-ground equipment, constructed or to be constructed at the Library Tract, with the right to excavate within and remove shrubbery, trees, undergrowth and other obstructions as may be necessary, provided that the property promptly be restored as nearly as practicable to its original condition, with damaged shrubbery to be replaced with the same variety of equivalent size nursery stock.

3. Terms and Conditions.

(a) The Licensee shall comply with all federal, state, and local requirements regarding relating to all work conducted on the Library Tract and shall be solely responsible for all required permitting.

(b) Licensee shall be responsible for complying with all safety regulations and fencing, pylons, or other temporary barricades needed to surround its work area.

(c) The Exhibit A attached to this Agreement shows the general location of the Access Path from the rear of the parking lot on the Library Tract to the Sewer Line (the "Access Path") to be generally utilized by Licensee. Licensors and Licensee agree that Library and Licensee may modify this Agreement from time to time only to amend the exact location of the Access Path or add other areas of the Library Tract as may be required for any specific work or area as reasonably requested by Licensee.

(d) Licensee shall be allowed reasonable access to the Library Tract over the Access Path without advance notice to the Library for routine inspections and other activities not requiring more than one vehicle, without any trailered equipment and which does not require dedicated use of more than one parking space in the Library Tract parking lot. Licensee shall also be allowed access to the Library Tract over the Access Path without advance notice to the Library in the event of an emergency reasonably requiring access to the Sewer Line to mitigate any condition that is causing a spill or threatening an imminent spill on the Library Tract or elsewhere on the sewer facility, provided that the Library is notified by email within twenty-four (24) hours of said access and provided any further access for construction, or repairs are established pursuant to (e) below.

(e) For any access that does not fall under subsection (d) above, Licensee shall contact Library prior to entry on the Library Tract (except in the event of an emergency access, in which case Licensee shall contact Library within twenty-four (24) hours after emergency access and promptly thereafter before commencing further related repairs) to negotiate the most reasonably convenient times and any restrictions regarding Licensee's access the Library Tract over the Access Path or such other areas as may be specifically requested by Licensee, which Licensee and Library will negotiate in good faith. Such individual terms and conditions may be orally or in writing, at the request of either party, depending on the duration and extent of such project, but all such access rights shall continue to be subject to the terms and conditions of this

Agreement.

4. **License Duration.** This Agreement shall terminate and become null and void upon Licensee's removal and disassembly of the Sewer Line or upon the transfer of fee ownership of the Library Tract to a third party. The terminating party shall notify the other parties hereto in writing at such time as the Agreement becomes terminated.

5. **Indemnity.** Licensee, and its successors and assigns, employees, contractors, agents, customers and invitees (the "Licensee Parties"), shall protect, and hold the Licensors harmless against all claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments (including, but not limited to, reasonable costs and reasonable attorneys' fees) arising from activities of any Licensee Parties during the term of this Agreement, except for any such claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments caused by the gross negligence or intentional misconduct of the Licensor or their respective successors, assigns, employees, tenants, invitees, or agents.

6. **Insurance.** The Licensee, and its successors and assigns, and the Library shall each carry and maintain their own liability insurance policies covering their respective properties. Upon the request of the County or Library, the Licensee, shall provide written evidence of such Licensee's, and its general contractor's general liability insurance coverage in an amount of not less than \$1,000,000.00 written by a company licensed to do business in the State of South Carolina, naming Licensors as additional insureds, and providing liability insurance coverage from matters arising out of, or connected with, Licensee's, general contractor's, and their respective employees, contractors, agents, customers, and invitees activities arising in connection with the activities on the Library Tract.

7. **Attorney's Fees and Costs.** In the event legal action is instituted by either party to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and costs to be determined by the court in which the action is brought.

8. **Default.** If either party defaults under this Agreement for any reason other than the other party's default or the termination of this Agreement as expressly provided for herein, the non-defaulting party shall have the option of suing for actual damages, or specific performance, or rescinding this Agreement. If the non-defaulting party rescinds this Agreement, it shall be reimbursed by the defaulting party for actual out-of-pocket expenses which were incurred in connection with this Agreement, and the payment of said amount shall operate to terminate this Agreement and release the defaulting party for any and all liability hereunder, except for those items set forth herein which expressly survive termination of this Agreement.

9. **Severability.** In the event any portion of the terms and conditions of this Agreement is deemed illegal or becomes null and void, the remaining portions will remain in full force and effect.

10. **Authority.** Licensors and Licensee represent and warrant that the person or persons executing this Agreement are duly authorized and have authority to do so.

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

12. **Governing Law and Jurisdiction.** This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state court located in Richland County, South Carolina.

13. **Notices.** Whenever notices need to be given to either the County, the Library, or Licensee, such notice shall be in writing and be either hand-delivered with an acknowledgement of receipt or sent by overnight courier delivery, at the address set forth in the tax records of the Richland County Assessor. Any such notice shall be deemed to have been given at the time of hand delivery or delivery by Federal Express, UPS or other national delivery service for overnight delivery. As long as the Licensor operates a public library on the Library Tract, such notices shall be sent or delivered to both the Licensor and the Executive Director of the Library at the main branch of the Library located on Assembly Street..

14. **Access Approval Contact.** Contact for access approval should be delivered to the Library by email during normal business hours to the Library, to Mike McHenry, Operations Manager, at mmchenry@richlandlibrary.com. In the event of a time sensitive matter, the Licensee should alert the Library by telephone to McHenry at 803-673-5406.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Licensor has duly executed and delivered this Agreement under seal as of the ____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY:

RICHLAND COUNTY, SOUTH CAROLINA,
a political subdivision of the State of South
Carolina, for the Richland County Public Library, a
component unit of Richland County

First Witness

By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

IN WITNESS WHEREOF, Licensee has duly executed and delivered this Agreement under seal as of the ____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LICENSEE:

**EAST RICHLAND PUBLIC SERVICE
DISTRICT a Special Purpose District**

First Witness

By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

Acknowledged and agreed to this _____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LIBRARY:

RICHLAND COUNTY PUBLIC LIBRARY, a component unit of Richland County, South Carolina, a political subdivision of the State of South Carolina

First Witness

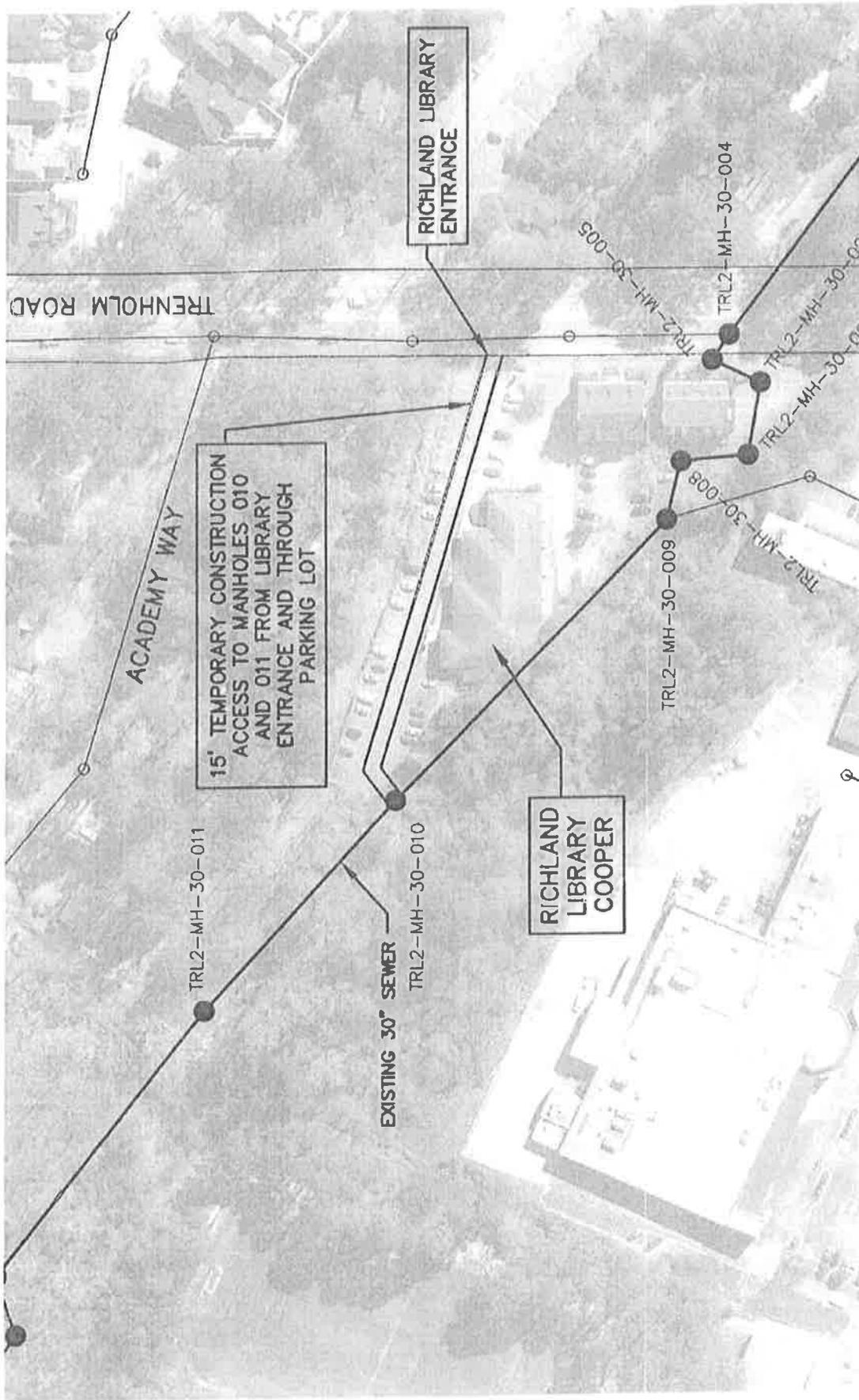
By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

Exhibit A



 <p>Frazier Engineering, P.A. 6652 Bono White Trail Stemmy, NC 28164 Office: 704.827.5444 Fax: 704.827.8565</p>	<p>EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COLUMBIA, SC</p>
	<p>30" EAST RICHLAND SEWER UPGRADE</p> <p>TEMPORARY CONSTRUCTION EASEMENT RICHLAND LIBRARY COOPER 5317 TRENHOLM ROAD</p>
<p>LEGEND</p> <ul style="list-style-type: none"> FENCE RETAINING WALL REMOVE TREES/BRUSH SLOPE CONSTRUCTION MATS 	



Agenda Briefing

Prepared by:	Elizabeth McLean	Title:	Deputy County Attorney
Department:	Legal	Division:	Click or tap here to enter text.
Date Prepared:	February 4, 2022	Meeting Date:	February 22, 2022
Legal Review	n/a	Date:	Click or tap to enter a date.
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Purchase of the Edgewood Library Branch property (2101-13 Oak Street)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approving the purchase.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Library has the required funding in its budget and will not be requesting further funds.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

This matter originated in the County Attorney’s office.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

In 2016, the County, on behalf of the Library, entered into a lease / purchase option agreement for property located at 2101 Oak Street, at the intersection of Elmwood Avenue and Oak Street with the Housing Authority for the City of Columbia. The lease contained a purchase option, and it was hoped at that time that the County would eventually purchase the property. The County and Library attempted to exercise its purchase option in 2019, but there was a title issue requiring a release from a HUD trust which caused a material delay. In the meantime, the parties executed an amendment to the lease, which was approved by County Council at its meeting in July of 2019. The library Board of Trustees has previously approved the lease, amendment and acquisition, pending approval by the County.

The Library now requests the Council to officially approve the purchase of the property. The Library already has funding in its budget and will not be requesting additional funds. This approval will only require one vote and will not require an ordinance.

This approval will be contingent upon the HUD release and approval by the City of Columbia. The release from HUD, which was initially requested by Columbia Housing through Washington without much success, is now is being executed locally and should be available promptly. The library would like to move forward with the closing on this acquisition.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Deed
2. Lease with Purchase Option
3. Lease Renewal

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **GENERAL WARRANTY DEED**

THIS GENERAL WARRANTY DEED is executed the ____ day of _____, 2022, by **The Housing Authority of the City of Columbia, South Carolina** (the "**Grantor**") to Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of the County ("**Grantee**"), whose mailing address is 1431 Assembly Street, Columbia, South Carolina 29201.

WITNESSETH:

IN CONSIDERATION of the sum of Five and 00/100 (\$5.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, *SUBJECT TO* the matters set forth below, Grantor has granted, bargained, sold and released, and by this General Warranty Deed grants, bargains, sells and releases to Grantee, all of its right, title and interest in the following real property (the "Property"):

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN

The Property is sold *SUBJECT TO* any accruing real property taxes and is made subject to any conditions, restrictions or easements of record affecting the Property, including any which may be shown on a recorded plat or which may be revealed by an inspection of the Property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any wise incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular the Property unto Grantee and Grantee's successors and assigns, forever.

SUBJECT TO THE MATTERS SET FORTH ABOVE, GRANTOR does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular said Property unto Grantee and Grantee's successors and assigns from and against any claims by, under or through Grantor and Grantor's successors and assigns and every other person whomsoever lawfully claiming, or to claim, the same of any part thereof.

EXHIBIT A

PROPERTY DESCRIPTION

All of that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being at the northwestern corner of the intersection of Elmwood Avenue and Oak Street in the City of Columbia, County of Richland, State of South Carolina, being known as 2101-13 Oak Street, said lot being irregular in shape and measuring and being bounded as follows: On the north by property of the Housing Authority measuring thereon one hundred four feet {104'} more or less; on the east by Oak Street fronting two hundred eighteen feet (218') more or less; on the south by Elmwood Avenue measuring ninety feet (90') more or less and on the west by property of the Housing Authority measuring thereon one hundred ninety feet (190') more or less; and being the remaining portion of the property heretofore conveyed to Sam Berry and Barney Morris by Alan J. Reyner by deed dated May 14, 1948, and recorded in Deed Book 18 at page 415. This is the same property shown on plat of survey prepared by Belter & Associates, Inc., for The Housing Authority of the City of Columbia, South Carolina dated October 16, 1995, recorded in the Office of the RMC for Richland County in Plat Book 56 at page 2175.

Derivation: Being the same property conveyed to Grantor by deed from Wachovia Bank of South Carolina, N.A. as Personal Representative of the Estate of Irma K. Morris, Julius Morris, Samuel T. Morris, Marcia Helene Berry, and Sheryl Ann Berry Horton (f/k/a Sheryl Ann Berry), dated March 5, 1996 and recorded in the Richland County RMC Office in Book D-1308 at Page 182.

Tax Map No. R-11505-01-19

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property located at 2101 Oak Street, City of Columbia, Richland County, South Carolina, having Richland County Tax Map Number R11505-01-19 was transferred by Deed of The Housing Authority of Columbia, South Carolina to Richland County on _____, 2022.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because it is a transfer realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school district – Exemption #2
(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check: Yes No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$_____.
- (b) Place the amount listed in item 5 above here: \$-0-_____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$_____.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$_____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____ of Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

The Housing Authority of the City of Columbia, South Carolina Limited liability company

SWORN to before me this _____
day of _____, 2022.

By: _____
NAME: _____
Its: _____

Notary Public for South Carolina
My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provision of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school district;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space as a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty is a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

LEASE

THIS LEASE, entered into this 1st day of July, 2016, between the Housing Authority of the City of Columbia, South Carolina, A South Carolina Public Housing Authority (hereinafter "the Lessor"), whose address is 1917 Harden Street, Columbia, South Carolina 29204 and Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of Richland County, whose address is 1431 Assembly Street, Columbia, South Carolina 29201 (hereinafter referred to as "Lessee").

WITNESSETH

1. PREMISES. Lessor represents and warrants that it owns good title to the real property and improvements thereon, including the building, located on all of that certain piece, parcel or lot of land with the improvements thereon, situated, lying and being at the northwestern corner of the intersection of Elmwood Avenue and Oak Street in the City of Columbia, County of Richland, State of South Carolina, being known as 2101-13 Oak Street, said lot being irregular in shape and measuring and being bounded as follows: on the north by property of the Housing Authority measuring thereon one hundred four feet (104') more or less; on the east by Oak Street fronting two hundred eighteen feet (218') more or less; on the south by Elmwood Avenue measuring ninety feet (90') more or less; on the west by property of the Housing Authority measuring thereon one hundred ninety feet (190') more or less; and being the same property having Richland County Tax Map Number R11505-01-19 and being the same property conveyed to the Lessor by deed recorded in the Richland County Office of the Register of Deeds in Book D1308 at Page 182, said parcel is most recently shown and delineated on a plat prepared for the said Housing Authority by Melvin J. Belter, P.L.S. #3777, dated October 16, 1995. Lessor hereby leases the premises to Lessee on the following terms and conditions.

2. TERM. TO HAVE AND TO HOLD said leased premises unto Lessee for the initial term of this Lease, which shall be begin on the date which is thirty (30) days after the date of execution of this Lease or the day Lessee opens for business at the premises, whichever is earlier (the Commencement Date") through the date which is ten (10) years after the Commencement Date, unless sooner terminated as provided or permitted herein. Provided it shall not be in default hereunder, Lessee may, at its sole option, extend the lease term for up to one (1) additional term of ten (10) years, by providing Lessor with a written notice of Lessee's intent to exercise its extension option, at least six (6) months prior to the end of the initial term. In the event Lessee fails to exercise its option to extend the term of this lease for the ten (10) year renewal term, this Lease shall terminate at the end of the initial lease term. Lessee may use the demised premises for a Richland County Public Library Branch as a library and for other related uses reasonably established by the Lessee. Notwithstanding the aforesaid, Lessee shall have the right to terminate this Lease at any time during the initial term or the renewal term, upon six (6) months written notice to Lessee if Lessee determines, in its reasonable discretion, that the

premises is not suitable for its intended purpose. All references to the lease term herein shall be references to the initial term and the renewal term.

3. **OPTION TO PURCHASE.** In consideration of the sum of Ten and no/100 (\$10.00) Dollars and Lessee's entering into and performing under this Lease, and as a partial inducement to Lessee to do so, Lessor hereby bargains, grants, sells, and conveys to Lessee, and Lessee hereby accepts and purchases from Landlord, an option (the "Option") to purchase the premises, subject to the terms and conditions contained herein.

(a) **Term of Option.** The Option granted here may be exercised by Lessee at any time, and from time to time, during the first three (3) years of the initial term of the Lease, beginning on the Commencement Date of this Lease. The Option will expire on the third (3d) anniversary of the Commencement Date (the "Option Expiration Date"). The parties hereby may mutually agree to extend this Option period by written agreement.

(b) **Exercise of Option.** Lessee may exercise this Option by giving written notice to Lessor of Lessee's intent to exercise its Option to purchase the premises, which notice shall be delivered to Lessor any time during the option term but not less than 60 days prior to the Option Expiration Date. Lessee may send notice of its intent to exercise its Option subject to the Lessee's good faith efforts to thereafter obtain all necessary governmental approvals and authorizations to consummate the purchase of the premises. The failure of the Lessee to obtain said approvals and authorizations and subsequently be unable to complete the purchase of the premises solely due to failure to obtain authorization shall not be a default hereunder.

(c) **Closing.** Closing for the purchase of the premises (the "Closing") shall be held on the date mutually agreed by Lessee and Lessor (but not later than the Option Expiration Date unless mutually agreed to by both parties in writing), and at such place as mutually agreed between the parties. Upon Closing of the purchase contemplated hereunder, title to the premises conveyed to Lessee shall merge into the leasehold estate held by Lessee.

(d) **Purchase Price.** The purchase price for the premises shall be Three Hundred Thousand and no/100 Dollars (\$300,000.00), payable by Lessee to Lessor at the Closing.

(e) **Costs.** Lessor shall pay for any recordation tax to be affixed to the deed of conveyance and any realty transfer taxes imposed upon or in connection with the conveyance. Lessee shall pay any recording fees for the Closing. The rent due hereunder shall terminate as of the Closing and shall be prorated from the last payment through the Closing. Lessee shall bear the cost of any title work, title insurance premiums, surveys, or appraisals. Each of the parties hereto shall pay

their own legal fees related to a Closing under the Option. Ad Valorem taxes and any property association assessments shall be prorated as of the date of closing.

(f) Deliveries by Lessor at Closing. At Closing, Lessor shall deliver to Lessee the following:

(i) Good and marketable fee simple title to the Premises by Lessor's general warranty deed, free and clear of all liens, encumbrances, easements, restrictions, and other title matters to which Lessee has reasonably objected, excluding from Lessee's right to object, any matters consented to by Lessee after the date hereof or any exception matters created by Lessee. Lessee's title shall be insurable as aforesaid at ordinary rates by any reputable title company of Lessee's choice.

(ii) An owner's affidavit or lien waiver satisfactory for the purpose of removing mechanic's lien exceptions from any title insurance policy to be issued in connection with the purchase;

(iii) Resolution and corporate authority documents to evidence the authority of Lessor to enter into and consummate the proposed transaction; and

(iv) Any other documentation reasonably requested by the Lessee or its title insurance company to enable it to insure fee simple title in Lessee or any other document customarily required for a real estate closing in South Carolina.

(g) Condition of the Premises. The Lessee acknowledges that upon exercise of the Option, the premises are being sold in an "As Is" condition. The Lessor makes no warranty whatsoever as to the condition of the property, expressed or implied, or the fitness of the premises for any particular use.

(h) Default. If Closing does not occur due to Lessor's default, Lessee shall have all rights and remedies at law or in equity, including without limitation, specific performance.

4. RENT. The rental for the initial three years of the lease shall be one (\$1.00) Dollar per month payable in advance on or before the first day of each month, beginning on the Commencement Date and continuing through the Option Expiration Date. Beginning on the month following the Option Expiration Date, if the Lessee has not exercised the Option and closed on the purchase of the premises, the rent will be two thousand five hundred and no/100 Dollars (\$2,500.00) per month, for the balance the initial term of the Lease and for the renewal term.

5. MAINTENANCE. Lessor represents and warrants: (i) the demised premises are well built, properly constructed, structurally safe and sound; (ii) during the term of this Lease and any renewals hereof, Lessor will, at its sole cost and expense, so maintain them; and (iii) the demised premises conforms to all applicable requirements of the

Americans with Disabilities act of 1990, as amended, Pub.L 101-336, 42 U.S.C. 12101 et seq. Except for damage caused by Lessee, its agents, employees, contractors, or invitees, Lessor shall maintain the demised premises at its cost and expense and in good condition and shall perform all necessary maintenance, repairs and replacement to the exterior of the premises including, but not limited to, the roof, all paved areas, foundation, floors, walls, all interior and exterior utility pipes, and all other structural portions of the building during the term of this Lease and any renewal periods. Lessee assumes liability for damage to plate glass windows and doors except when caused by latent defects, or the negligence of Lessor, its agents, employees, or contractor. Lessee shall maintain the interior of the premises during the term of this Lease and any renewal periods and shall return the building to Lessor thereafter in its same condition or better, taking into account Lessee constructed improvements, with ordinary wear and tear expected. Lessee further agrees to remove trash from the exterior of the demised premises but the Lessor shall generally be responsible for the upkeep and landscaping of the exterior areas of the demised premises. Lessor has the right and responsibility to enter the demised premises periodically, at any reasonable time, upon three (3) days advance notice, to inspect the condition of the premises or to make repairs, which inspection and repairs shall be scheduled with the consent of Lessee at a time to be the least disruptive to Lessee's operations, except in the case of an emergency. All repairs, restorations, or payments which are obligation of Lessor, shall be completed or made within a reasonable time after notice or request from Lessee so as to not disrupt Lessee's operations at the demised premises. Should Lessor neglect or refuse to make or commence with such repairs, restorations, or payments within seven (7) days after written notice has been given by Lessee, or in the event said repairs or restorations are of an emergency nature, in which case Lessee's notice obligations are waived, then, Lessee, without liability or forfeiture of its term or terms herein, may make or perform such construction, repairs, restorations, maintenance, or payments, and may either deduct the cost thereof and the cost of damage to Lessee's property from the rent or other monies thereafter payable or make demand on Lessor for reimbursement to Lessee for the cost of such repairs or maintenance and the cost of damage to Lessee's property due to the failure of Lessor to repair. All repairs or other work done by Lessor shall be performed so as to cause the least interference possible with Lessee's operation.

6. FIXTURES AND EQUIPMENT. Lessor shall furnish the initial heating, lighting, plumbing, and air conditioning equipment in the premises. During the term of this Lease, Lessee agrees to be responsible for maintenance of such equipment, and any replacement of heating and air conditioning equipment, except repairs, maintenance, and replacement warranties held by Lessor. In the event Lessee replaces heating and/or air conditioning equipment or units, then in the event that the Lease is terminated for any reason, Lessor agrees to pay Lessee upon the Lease termination an amount equal to the unamortized portion of the cost of such replacement. Lessor and Lessee agree to amortize any heating and/or air conditioning units over a ten (10) year period commencing with the month following installation. At all times during the term hereof and any renewal periods, so long as Lessor has not declared Lessee to be in default under the terms of this Lease, Lessee shall have the right to remove any trade fixtures, personal property, and item of equipment installed by it or located in the demised

premises. Lessor warrants to Lessee that upon acceptance of the demised premises, the condition of the premises will be in good order, and that all plumbing and sewage facilities, all mechanical equipment, including but not limited to air conditioning, heating, and sprinkler system, shall be in good working order, operative and mechanically sound. Lessor will, at its cost and expense, supply any apparatus, appliance, or material and will cause work to be done in and about the demised premises which may be required or ordered by any lawful authority (unless the Lessee shall be responsible for such work under the terms of this Lease). Lessee shall repair any damage caused to the demised premises by the installation and removal of Lessee's, trade fixtures, equipment, and personal property, and shall return the building to the Lessor at the end of the Lessee's tenancy in its same condition, or better, taking into account Lessee constructed improvements, with ordinary wear and tear excepted.

7. LESSEE IMPROVEMENTS. Lessee may, without prior consent of Lessor, make non-structural improvements to the premises as it deems necessary or appropriate; including renovations, subdividing and adding interior walls or dividers in the premises, adding entrances, restrooms, increasing and upgrading electrical capacity and distribution, adding data lines, public access controls, zoned HVAC and other improvements consistent with its intended use and operations. Lessee will provide Lessor a copy of its initial renovation plans and Lessee will engage in best efforts to minimize to the greatest extent possible any disturbance of or interference with operations of Lessor in adjacent property. Lessee shall obtain the written consent of Lessor prior to commencing any significant structural modifications to the premises, which consent shall not be unreasonably withheld. Lessee shall within thirty (30) days either remove or bond off any mechanic's or materialmen's lien, charge or encumbrance of any kind filed against the leased premises, or any portion thereof resulting, from actions of the Lessee.

8. ENTRANCES. Lessee shall have reasonable use of and access to all entrances, passways, and delivery lanes to the demised premises and easements adjacent thereto, including an easement over all adjacent property of the Lessor for ingress, egress, and parking of its agents, invitees, and customers.

9. UTILITIES. Lessee shall pay for all utilities furnished to the premises during the term of this Lease and any renewal periods thereof.

10. TAXES AND ASSESSMENTS. Lessee shall pay at its cost and expense all personal property taxes and assessments which may be levied by any government entity with respect to Lessee's merchandise inventory, trade fixtures, or business operation. Lessor shall be responsible for payment of all real property taxes that may be assessed against the demised premises during the term of the Lease and any renewals thereof.

11. ASSIGNMENT AND SUBLETTING. Lessee shall not assign or sublet the whole or any part of the demised premises without the prior written consent of the Lessor, which shall not be unreasonably withheld. After such subletting or assignment, the word Lessee as used herein shall also mean any such subtenant or assignee. Lessee shall, however, have the right, without Lessor's consent, to enter into an assignment or a

sublease of all or a part of the demised premises to a governmental entity, educational entity, or other non-profit entity for purposes consistent with the mission of the Lessee which benefits the local community. Following any subletting or assignment, the Lessee shall not be relieved from any of the terms and conditions of this Lease.

12. LESSEE'S INSURANCE. Lessee shall at all times during the term hereof keep in effect liability insurance or a self-funded liability program meeting the requirements of the South Carolina Tort Claims Act.

13. LESSOR'S INSURANCE. During the initial term hereof and any renewal period, Lessor shall, at its sole cost and expense, carry and maintain (on a replacement cost basis) fire, extended coverage, and comprehensive, and general liability insurance, insuring Lessor against claims for injury, death or property damage occurring in, on or about the demised premises with minimum policy limits of \$1,000,000.00 per occurrence. Lessee shall be named as an additional insured on Lessor's insurance policy subject to the terms and conditions of this Lease. Each policy required by this Lease shall provide for not less than thirty days' notice of cancellation, termination, or reduction in coverage except for ten days' notice for nonpayment of premium and shall be issued by an insurer with a rating in the A categories of Best Insurance Reports. Each party shall timely provide annual insurance certification of compliance with this Lease's provisions.

14. DAMAGE TO BUILDING. If any or all of the demised premises shall be condemned by lawful authority as unsafe or unfit for use, or if they become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenable, this Lease shall at the option of either party, terminate unless the demised premises can be restored or repaired within sixty (60) days. During any such reconstruction period, the Lease shall be continued but the rent shall be abated during the period of time while the premises cannot be occupied. Should the demised premises be damaged by fire or other casualty but remain tenable, Lessor shall immediately repair the said damage, and there shall be equitable abatement of rent during the period of repair and restoration.

15. CONDEMNATION. In the event the demised premises or any portion thereof is taken in condemnation proceedings, Lessee may cancel the Lease without further liability on the part of Lessee. In the event Lessee retains the premises, Lessor will restore the remaining premises to proper tenable condition forthwith. Until the premises are restored to proper tenable condition, rental shall abate. Thereafter, rental shall be reduced in proportion to the reduction in the area of the premises so taken. Nothing herein shall be deemed a waiver of the sole right of Lessee to any award of damages to it or to its leasehold interest caused by such taking whether made separately or as part of a general award. For purposes of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation of or in lieu of condemnation proceedings.

16. **LESSEE'S DEFAULT.** The occurrence of any of the following events shall constitute a default under this Lease:

(a) Lessee fails to pay any installment of rent within ten (10) business days after such installment is due, and fails to cure such delinquency within ten (10) business days after written notice thereof to Lessee from Lessor;

(b) Lessee fails to perform or commence in good faith and proceed with reasonable diligence to perform any of its covenants under the Lease within thirty (30) days after actual receipt of written notice thereof by Lessee from Lessor.

In the event Lessee is in default pursuant to the conditions set forth above, Lessor, during the continuation of such default, shall have the option of pursuing the following remedies:

(i) Lessor may terminate this Lease, in which event Lessee immediately shall surrender possession of the demised premises. All obligations of the Lessee under the Lease, including Lessee's obligation to pay rent and other charges under the Lease, shall cease upon date of termination except for lessee's obligation to pay rent and other charges due and outstanding as of the date of termination.

(ii) Lessor, without terminating the Lease, may require Lessee to remove all property from the demised premises so that Lessor may re-enter and re-let the premises to minimize damages. Should Lessor elect not to terminate the Lease pursuant to this subparagraph, the Lease shall continue in effect so long as Lessor refrains from terminating Lessee's right to possession should Lessee pay all rents and other charges that may be then due; and Lessor may enforce all of its rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder, provided the Lessor shall have an affirmative obligation to use Lessor's best efforts to re-let the demised premises and to mitigate damages resulting from breach of the Lease.

17. **LESSOR'S DEFAULT.** Lessee agrees not to exercise any of its remedies at law or the equity against Lessor by reason of any default by Lessor unless and until Lessee shall have given Lessor written notice of the default, and unless Lessor shall have failed to cure such default or commenced a sustained course of action adequate to cure such default within a period of thirty (30) days from receipt of such notice.

18. **HOLDING OVER.** Any holding over by the Lessee beyond the original term of this Lease or any renewal period thereof shall give rise to a tenancy from month to month on the same terms and conditions contained herein.

19. **MUTUAL RELEASE.** Except as otherwise provided herein, Lessee hereby releases Lessor from all liability resulting from loss or damage caused by any risk covered by insurance required to be carried under this Lease. Lessor hereby releases the Lessee from any and all liability for any loss or damage caused by any risk covered by

insurance required to be carried under this Lease. Lessor and Lessee agree that all insurance policies shall include a clause waiving rights of subrogation against the other.

20. QUIET POSSESSION. Lessor covenants that it will put Lessee into complete and exclusive possession of the demised premises, free from all orders, restrictions and notices of any public or quasi-public authority, and that if Lessee shall pay the rental and perform all the covenants and provisions of this Lease to be performed by the Lessee, the Lessee shall, during the term demised and any renewal periods, freely, peaceably and quietly occupy and enjoy the full possession of the demised premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance. If at any time during the term demised the title of the Lessor shall fail or for any reason it shall appear that Lessor is unable to make this Lease for the term on the conditions set forth, the Lessee shall, in addition to all remedies available at law or in equity, have the right at Lessor's expense to correct any default or terminate this Lease.

21. RENT PAYMENT. Make rent checks payable to Housing Authority of the City of Columbia, South Carolina and mail to the following address: 1917 Harden Street, Columbia, South Carolina 29204-1015. EIN # 57-6000610.

22. LESSEE'S BUSINESS OPERATION. Lessor and Lessee agree that nothing in this Lease shall be construed to imply that Lessee is required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the number of hours per day or week that Lessee may operate in the demised premises, or as creating an implied or expressed obligation upon Lessee to continuously occupy or operate a business in the demised premises.

23. FORCE MAJEURE. Neither party in this lease shall be liable for any damages if its failure to perform its duties (other than Lessee's rent payment obligation) shall arise out of causes beyond its control and without fault or negligence. Such causes may include, but are not restricted to acts of God or of the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the party failing to perform.

24. NOTICES. All notices required under the Lease shall be deemed to have been properly served if delivered in writing, personally or by registered or certified mail to Lessor, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204-1015, Attn: _____, or such other place or places as it may designate in writing from time to time, or to Lessee at Richland County Public Library, 1431 Assembly Street, Columbia, South Carolina 29201, Attn: _____. Date of service of a notice served by such mail shall be two (2) days after the date on which such notice is deposited in a post office of the United States Post Office Department. Final execution and delivery of this Lease is in the State of South Carolina and shall be construed in accordance with the Laws of the State of South Carolina.

25. **SIGNS.** Lessor agrees that it will permit Lessee to place its standard signs on the exterior of demised premises. Lessee agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations, if any. Lessee may remove the signs at the termination of the Lease.

26. **CAPTIONS.** All captions and headings are for the convenience of reference only and in no way should be used to construe or modify the provisions set forth in this Lease.

27. **NATURE OF RELATIONSHIP.** The relationship created in this Lease is a landlord-tenant relationship. Nothing herein shall create partnership, joint venture, trust or other fiduciary relationship between Lessor and Lessee.

28. **NON-DISCRIMINATION ACTION.** Lessee will take action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.

29. **ENVIRONMENTAL MATTERS.** All operations and activities of Lessee on the premises shall be conducted in substantially full compliance with all federal, state, or local laws, ordinances or regulations which may relate to or deal with human health or the environment (“Environmental Laws”). Lessor and Lessee shall promptly notify the other party of any notices or demands received in connection with any failure to comply with any Environmental Laws or otherwise relating to the premises or any operations or activities on the premises. Lessor agrees that it shall, to the extent allowed by law, hold harmless the Lessee, from and against any claims, fines, loss, suits, procedures, actions, damages or liabilities (together, a “Claim”) incurred or arising in connection with (i) any failure to comply with Environmental Laws on the premises prior to the Commencement Date of this Lease; or (ii) any failure of Lessor or any third party (excluding Lessee or its agents or invitees) to comply with Environmental Laws on or about the premises prior to or after the Commencement Date of this Lease, which result in a possible Claim against the Lessee through no fault of Lessee except due to its possible status as an operator on the premises.

30. **ENTIRE AGREEMENT.** This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, expressed or implied, except as contained herein. No statement, promise or inducement made by either party or agents of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease.

31. **BINDING EFFECT.** This Lease shall bind and inure to the benefit of the Parties hereto, their heirs, successors, executors, administrators, and assigns (but nothing herein shall be deemed to contradict the provisions of Paragraph 10 above).

32. LEGAL FEES. If either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, the non-prevailing party agrees to pay the prevailing party's costs of enforcement and collection, including reasonable attorneys' fees, whether suit is actually filed or not.

33. COUNTERPARTS. This Lease may be executed in multiple counterparts that, when taken together, shall constitute one and the same instrument.

34. RECORDING. Upon Lessee's request, Lessor shall promptly execute and deliver to Lessee a memorandum of this Lease in recordable form for recording at the RMC Office for Richland County, South Carolina. Such memorandum shall contain a description of the premises and set forth the term of this Lease and the Option and any other provisions hereof, as Lessee may desire. The cost of recording such memorandum, if any, (including transfer and recordation taxes) shall be paid by Lessee.

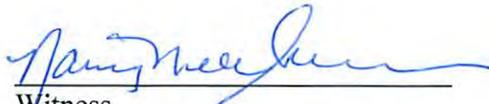
[Signatures on next page]

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

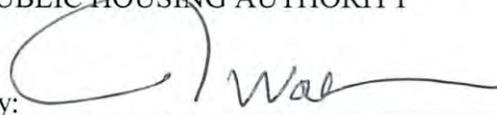
Witnesses for Lessor:

LESSOR

HOUSING AUTHORITY OF THE CITY
OF COLUMBIA, SOUTH CAROLINA
PUBLIC HOUSING AUTHORITY



Witness

By: 

Name: Gilbert Walker
Its: Executive Director

Witnesses for Lessee:

LESSEE

RICHLAND COUNTY, SOUTH
CAROLINA, a body politic and corporate,
and a political subdivision of the State of
South Carolina, on behalf of RICHLAND
COUNTY PUBLIC LIBRARY, a
component unit of the County



Witness

By: 

Name: Torrey Rush
Its: Chairman, County Council

Witness

By: _____
Name: _____
Its: _____

Richland County Attorney's Office


Approved AS TO LEGAL Form Only.
No Opinion rendered As To Content.

STATE OF SOUTH CAROLINA

AMENDMENT TO LEASE

COUNTY OF RICHLAND

THIS AMENDMENT TO LEASE (the "Amendment") is made this 21st day of October, 2019 (the "Execution Date"), to be effective as of July 1, 2019, by and between The Housing Authority of the City of Columbia, South Carolina, a South Carolina public housing authority (hereinafter the "Lessor") and Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of Richland County (the "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease dated July 1, 2016, pursuant to which Lessor agreed to lease to Lessee certain real property and improvements located at 2101-13 Oak Street, City of Columbia, South Carolina (the "Property") pursuant to certain terms and conditions contained therein (the "Lease"); and

WHEREAS, Section 3 of the Lease includes an Option (as defined in the Agreement), pursuant to which the Lessor granted to the Lessee a right to purchase the Property under certain terms and conditions contained therein; and

WHEREAS, Lessor and Lessee now desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby agree to ratify and amend the Lease as follows:

1. Section 3 (a) of the Lease is hereby amended to provide that the Option Expiration Date shall be the date which is the later of (i) forty-five days after the Lessor has notified Lessee in writing that Lessor is in possession of an original Release, in a form suitable for recording in the Office of the Richland County Register of Deeds, signed by the appropriate governmental agency, releasing the Property from the Declaration of Trust (Modernization Project SC16P002703-94, dated January 16, 1997 and recorded in the Richland County Office of the Register of Deeds in Book D1366 at Page 272; or (ii) forty-five days after approval of the closing of the Option by the appropriate governmental and/or governing boards as required, to the extent said approvals have not been previously obtained.

2. Section 3(f)(i) of the Lease is hereby amended to add the following at the end of the section: "The Lessor shall retain an easement for ingress and egress from Oak Street for access to parking spaces on adjacent property under control of Lessor, in a form and content reasonably agreeable to both Lessor and Lessee.

3. All the terms, conditions and obligations contained in the Agreement, whether or not expressly modified hereby, shall be construed so as to give effect to the provisions contained in this Amendment, and such modifications shall supersede conflicting terms in the Agreement.

4. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties.

5. Each party may rely upon facsimile signatures of the others upon this Amendment, which signatures shall have the same force and effect as original signatures.

Except as herein modified, the Lease shall remain unchanged and in full force and effect. Each and every term, covenant and condition of the Lease is hereby incorporated herein such that the Lease and this Amendment shall be read and construed as one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

Lessor:

The Housing Authority of the City of Columbia,
South Carolina, a South Carolina public housing
authority

By:  (Seal)
Name: Ivory N. Mathews
Its: Interim CEO

Lessee:

Richland County, South Carolina, a body politic and
corporate, and a political subdivision of the State of
South Carolina, on behalf of the Richland County
Public Library, a component unit of Richland County

By: _____ (Seal)
Name:
Its:

provisions contained in this Amendment, and such modifications shall supersede conflicting terms in the Agreement.

4. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties.

5. Each party may rely upon facsimile signatures of the others upon this Amendment, which signatures shall have the same force and effect as original signatures.

Except as herein modified, the Lease shall remain unchanged and in full force and effect. Each and every term, covenant and condition of the Lease is hereby incorporated herein such that the Lease and this Amendment shall be read and construed as one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

Lessor:

The Housing Authority of the City of Columbia,
South Carolina, a South Carolina public housing
authority

By: _____ (Seal)

Name:

Its:

Lessee:

Richland County, South Carolina, a body politic and
corporate, and a political subdivision of the State of
South Carolina, on behalf of the Richland County
Public Library, a component unit of Richland County

By: Paul King (Seal)

Name:

Its:



Agenda Briefing

Prepared by:	Lauren Hogan	Title:	Senior Assistant County Attorney
Department:	County Attorney's Office	Division:	Click or tap here to enter text.
Date Prepared:	February 10, 2022	Meeting Date:	February 22, 2022
Legal Review	n/a	Date:	Click or tap to enter a date.
Budget Review	Abhijit Deshpande via email	Date:	February 10, 2022
Finance Review	Stacey Hamm via email	Date:	February 10, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Road Closure Petition (Pointe Grand Columbia, LLC v. SCDOT, RC, DPX Holdings, LLC 2021-CP-40-06246) to close Research Court for which Richland County currently provides maintenance.		

RECOMMENDED/REQUESTED ACTION:

Council discretion:

1. Approve petitioner's request to close the subject road and direct Legal to answer the lawsuit accordingly.
2. Deny petitioner's request to close the road, state reasons for such denial, and direct Legal to answer the lawsuit accordingly.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Removing roads from Richland County books only decreases maintenance spending.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

This matter originated in the County Attorney's office via Petition (lawsuit) filed with Richland County Clerk of Court.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to approve, deny or make a recommendation with respect to a Petition for a Road Closing regarding Research Court in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Summons and Petition for Abandonment and Closing Of Road filed as 2021-CP-40-6246 in Richland County.

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County’s Planning, Public Works and Emergency Services departments, and to then forward the request to abandon or close a public road or right-of-way to County Council for disposition. All afore-mentioned departments have been informed of the need for input and none have any comments, concerns, or objection to the closure.

Research Court (in District 7) is a short cul-de-sac with 2 other abutting property owners both of whom, according to the Plaintiff in the Petition, have consented to the closure, as well as SCDOT.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Summons and Petition for Abandonment and Closing of Road

NEXSEN | PRUET

RECEIVED
2022 JAN 11 PM 1:48
John W. Davidson
Member
Admitted in SC
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE

January 11, 2022

BY HAND DELIVERY

Mr. Leonardo Brown
County Administrator
County of Richland
2020 Hampton Street, Suite 4069
Columbia, SC 29201

Re: *Pointe Grand Columbia, LLC v. South Carolina Department of Transportation, County of Richland and DPX Holdings, LLC*
C/A No. 2021-CP-40-06246

Dear Mr. Brown:

Enclosed please find a Summons and Petition for Abandonment and Closing of Road relating to the proposed closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. You may recall that we sent you a letter on July 29, 2021 notifying you of the proposed road closure.

I have enclosed for your review an Acceptance of Service and Consent to the Closure. We understand that given the fact that the road to be closed is merely a short cul-de-sac with only 2 abutting property owners, that the parties other parties are going to consent to the closure. Additionally, the SCDOT has already accepted service and has indicated that it has no objection to the closure. If you find it acceptable, please execute and return the Consent to me at your earliest convenience in the postage prepaid envelope for filing with the court. If you or anyone from the Legal Department would like to discuss this, please have them contact me.

- Austin
- Charleston
- Charlotte
- Columbia**
- Greensboro
- Greenville
- Bluffton / Hilton Head
- Myrtle Beach
- Raleigh

RECEIVED
2022 JAN 11 PM 2:44
RICHLAND COUNTY
ATTORNEY OFFICE

1230 Main Street
Suite 700 (29201)
PO BOX 2426
Columbia, SC 29202
www.nexsenpruet.com

T (803) 540-2023
F 803.727.1427
E JDavidson@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

Mr. Leonardo Brown
January 11, 2022
Page 2

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "JWD", with a long horizontal flourish extending to the right.

John W. Davidson

JWD/smr
Enclosure

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Pointe Grande Columbia, LLC
Petitioner,

vs.

South Carolina Department of Transportation;
County of Richland; and DPX Holdings, LLC
Respondents.

IN THE CIRCUIT COURT

Case No. 2021-CP-40-06246

**CONSENT OF RESPONDENT COUNTY OF
RICHLAND TO PETITION FOR ABANDONMENT
AND CLOSING OF ROAD AND ACCEPTANCE
OF SERVICE**

The undersigned hereby accepts service of the Petition for Abandonment and Closing of Road and further consents to the closure of the road as requested in the Petition for Abandonment and Closing of Road, and agrees to execute such further documents as may be required to complete the closure.

County of Richland

By: _____

Its: _____

_____, 2022

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Pointe Grand Columbia, LLC

Petitioner,

vs.

South Carolina Department of Transportation,
County of Richland, and DPX Holdings, LLC

Respondents.

IN THE CIRCUIT COURT

Case No. 2021-CP-40-

**SUMMONS
(Non-Jury)**

TO THE RESPONDENTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Petition in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your response to the Petition upon the undersigned at his office located at 1230 Main Street, Suite 700, Post Office Drawer 2426, Columbia, South Carolina 29202, within thirty (30) days after the date of such service, exclusive of the day of service; and if you fail to answer the said Petition within the time aforesaid, the Petitioner will apply to the Court for judgment by default for the relief demanded therein.

s/John W. Davidson

John W. Davidson
NEXSEN PRUET, LLC
1230 Main Street, Suite 700
Post Office Drawer 2426
Columbia, South Carolina 29202
(803) 771-8900
JDavidson@nexsenpruet.com

Attorney for Petitioner

December 28, 2021

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Pointe Grand Columbia, LLC

Petitioner,

vs.

South Carolina Department of Transportation,
County of Richland, and DPX Holdings, LLC,

Respondents.

IN THE CIRCUIT COURT

Case No. 2021-CP-40-

**PETITION FOR ABANDONMENT AND
CLOSING OF ROAD
(Non-Jury)**

NOW COMES THE PETITIONER, Pointe Grand Columbia, LLC ("Pointe Grand"), and alleges the following:

1. This is an action brought pursuant to S.C. Code Ann. §§ 57-9-10 *et. seq.*, which seeks to close Research Court in Richland County.
2. Petitioner Pointe Grand Columbia, LLC is a limited liability company organized and existing under the laws of the State of South Carolina and owns property which abuts and adjoins Research Court, which is sought to be closed.
3. Pointe Grand is a successor of Hillpointe, LLC, who initially noticed its intention to close this road and published the appropriate notices required to close a road.
4. Respondent South Carolina Department of Transportation ("SCDOT") is a governmental entity charged with the oversight of public roads within the State of South Carolina, including Research Court.

5. Respondent County of Richland ("Richland County") is a governmental entity and/or political subdivision of the State of South Carolina in which the road petitioned to be closed and abandoned lies and may own land and the rights of way that abut Research Court, which is herein petitioned to be closed.

6. The Respondent DPX Holdings, LLC is named by virtue of owning property that abuts Research Court that is being petitioned to be closed.

7. Pointe Grand seeks the closure of Research Court. This area is depicted on the concept plan attached as **Exhibit A** to this Petition.

8. Pointe Grand desires that, pursuant to this Petition, the State of South Carolina and Richland County discontinue maintenance of Research Court sought to be closed and abandoned, to the extent, and in the unlikely event, that such maintenance continues to occur to this date, and relinquish any and all claim they may have to the road and the land under said roadway. Petitioner is informed and believes that the title to the abandoned portion of this road should become vested in the owner or owners of the property abutting the abandoned portion of this road according to their respective interest.

9. Pursuant to SC Code Ann. §§ 57-9-10 *et. seq.*, Petitioner Pointe Grande as successor to Hillpointe has advertised its Notice of Intention to File Petition by publishing such notice once a week for three consecutive weeks in The Columbia Star, a newspaper generally circulated and published in Richland County. A copy of the Affidavit of Publication is attached and made a part of this Petition as **Exhibit B**. Petitioner has also delivered notice to the respective abutting property owner and as well as the South Carolina Department of Transportation and Richland County by mailing an individual letter to the last known addresses

of the known Respondent by certified mail, return receipt requested ("Notice"). Copies of the Notice letters are attached and made a part of this Petition as **Exhibit C**. Additionally, Petitioner provided notice in the form of posted signs along the intersection of Research Court and Technology Circle sought to be closed by this Petition in strict or substantial compliance with the regulations of the South Carolina Department of Transportation.

10. Petitioner is further informed and believes that the abandonment of this road is in the public interest and in the best interest of all concerned and is not unduly burdensome to the Respondent and the public at large.

11. Petitioner is further informed and believes that upon abandonment and closing the portion of the road closed will become or already has become the subject of *ad valorem* taxation and add additional property to the tax rolls and will, at the same time, avoid further expenditure of public funds for the maintenance of the abandoned portions of this road, thereby providing additional benefits to the State, its political subdivisions, and the public at large.

12. Petitioner is further informed and believes that the best interest of all concerned will be best served by this Court issuing its Order closing the certain portion of the road set forth in this Petition, releasing the State of South Carolina and Richland County from any and all obligations to maintain this roadway, forever barring its public use, and vesting title to the roadway as set forth above in the abutting property owners in accordance with their respective interest.

WHEREFORE, Petitioner prays that this Court inquire into these matters as set forth and alleged in this Petition and issue its ORDER closing the portion of the road at issue, releasing the

State of South Carolina and its political subdivisions from any and all obligations to maintain this roadway, forever barring its future public use, investing title to the abandoned roadway to Petitioner, and for such other and further legal and equitable relief as this Court may deem just and proper.

Respectfully submitted,

s/John W. Davidson

John W. Davidson
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Post Office Drawer 2426
Columbia, SC 29202
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Telephone: 803.771.8900

Attorney for Petitioner

December 28, 2021

EXHIBIT A

(Plat and Property Description)



CONSULTING. ENGINEERING. CONSTRUCTION.

Legal Description
RESEARCH COURT
RIGHT-OF-WAY DEDICATION

All that certain piece, parcel or lot of land being known as Research Court, a public right-of-way with a width of 66 feet, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing one and three hundred and fifty two thousandths (1.352) acres, more or less on that certain Right of Way Dedication Plat dated December 12, 2021, prepared by Atwell, Clyde R. Eldredge, S.C.P.L.S. No. 27734, and bearing job number 20004751, and being more particularly described as follows:

Commencing at an iron pin found at the mitered intersection of the easterly right-of-way line of Powell Road, (66-foot public right-of-way) and the southerly right-of-way line of Technology Circle (variable width public right-of-way), said point being the POINT OF COMMENCEMENT;

THENCE along the said mitered intersection North 57°18'46" East, a distance of 66.44 feet to an iron pin found on the southerly right-of-way line of Technology Circle (variable width public right-of-way);

THENCE along the southerly right-of-way line of Technology Circle South 77°46'12" East, a distance of 201.95 feet to an iron pin found;

THENCE continuing along the said southerly right-of-way line South 85°24'59" East, a distance of 211.65 feet to an iron pin found;

THENCE continuing along the said southerly right-of-way line South 77°44'01" East, a distance of 81.06 feet to an iron pin found on the mitered westerly right-of-way line of Research Court (66-foot public right-of-way), and Technology Circle (variable width public right-of-way), said point being the POINT OF BEGINNING;

THENCE leaving the said mitered right-of-way proceed South 77°48'39" East, a distance of 172.19 feet to an iron pin found on the mitered right-of-way of the southerly right-of-way line of Technology Circle and the easterly right-of-way of Research Court (66-foot public right-of-way);

THENCE leaving the said southerly right-of-way line of Technology Circle proceed along the said mitered right-of-way line South 50°57'41" West, a distance of 71.92 feet to an iron pin found on the easterly right-of-way line of Research Court (66-foot public right-of-way);

THENCE along the said easterly right-of-way line South 05°57'16" West, a distance of 285.73 feet to a point;

THENCE continuing along the said easterly right-of-way line southerly a distance of 90.57 feet along the arc of a curve to the right, having a radius of 558.32 feet and being subtended by a chord which bears South 10°36'06" West, for a distance of 90.47 feet, to an iron pin found;

THENCE continuing along the said easterly right-of-way line southerly a distance of 44.55 feet along the arc of said curve to the west having a radius of 496.05 feet and being subtended by a chord which bears South 17°25'41" West, for a distance of 44.54 feet, to a point;

THENCE continuing along the said easterly right-of-way line South 20°00'04" West, a distance of 180.84 feet to an iron pin found on a curved cul-de-sac, with a radius of 65 feet;

Two Towne Square, Suite 700, Southfield, MI 48076 Tel: 248.447.2000 Fax: 248.447.2001

www.atwell-group.com

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THENCE continuing along the said cul-de-sac right-of-way line southwesterly a distance of 169.54 feet along the arc of a curve to the right, having a radius of 65.00 feet and being subtended by a chord which bears South 35°14'47" West, for a distance of 125.40 feet, to an iron pin found;

THENCE continuing along the said cul-de-sac right-of-way line northwesterly and northeasterly a distance of 169.55 feet along the arc of said curve to the right having a radius of 65.00 feet and being subtended by a chord which bears North 04°41'41" East, for a distance of 125.41 feet, to an iron pin found on the westerly right-of-way line of Research Court, (66-foot public right-of-way),

THENCE leaving the said cul-de-sac proceed along the said westerly right-of-way line North 19°57'27" East, a distance of 180.53 feet to an iron pin found;

THENCE continuing along the said westerly right-of-way line northerly a distance of 119.28 feet along the arc of a curve to the left, having a radius of 482.13 feet and being subtended by a chord which bears North 13°06'20" East, for a distance of 118.98 feet, to a point;

THENCE continuing along the said westerly right-of-way line North 05°57'16" East, a distance of 292.59 feet to an iron pin found on the mitered right-of-way of Research Court and the southerly right-of way of Technology Circle;

THENCE along the said mitered right-of-way line North 35°05'29" West, a distance of 83.16 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 58,903 Square Feet or 1.352 Acres, more or less.

EXHIBIT B

(Affidavit of Publication)

NOTICE OF INTENTION TO FILE PETITION STATE OF SOUTH CAROLINA COUNTY OF RICHLAND IN THE COURT OF COMMON PLEAS Pursuant to S.C. Code Ann. §§ 57-9-10 through 57-9-40. Hillpointe, LLC gives this Notice of Intention to File a Petition in the Circuit Court for Richland County, South Carolina for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This notice shall be published once a week for three consecutive weeks John W. Davidson Nexsen Pruet, LLC 1230 Main Street, Suite 700 Post Office Drawer 2426 Columbia, SC 29202 JDavidson@nexsenpruet.com Telephone: 803 771 8900 Attorney for Petitioner July 1, 2021

THE COLUMBIA STAR

COLUMBIA, SOUTH CAROLINA

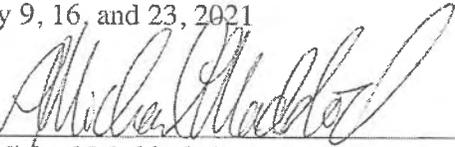
State of South Carolina
County of Richland

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

NOTICE OF INTENTION TO FILE PETITION
Hillpointe, LLC gives notice of intention to file a
Petition ... for the closure of Research Court, etc.

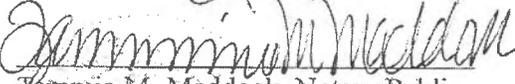
a clipping of which is attached hereto, was printed in
THE COLUMBIA STAR, a weekly newspaper of
general circulation published in the City of Columbia,
State and County aforesaid, in the issues of

July 9, 16, and 23, 2021



J. Michael Maddock, Publisher

Sworn to before me on this
23rd day of July, 2021



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

EXHIBIT C

(Notice Letters)

John W. Davidson
Member
Admitted in SC

July 29, 2021

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY

DPX Holdings, LLC
R/a William E. Brewer
26 Cedar Field Court
Columbia, SC 29212

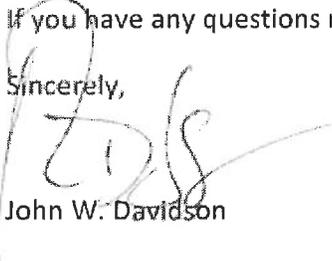
Re: Proposed Road Closure – Research Court

Dear Mr. Brewer:

Our firm has been retained by Hillpointe, LLC to petition the Richland County Court of Common Pleas for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This road closing process is instituted pursuant to the provisions of S.C. Code Ann. §§ 57-9-10 et. seq. As required by this statute, we are providing you notice of the intent to close this road because you either own property which abuts Research Court or otherwise may be affected by the closure. We are happy to discuss this matter with you.

If you have any questions regarding this matter, please contact me.

Sincerely,


John W. Davidson

JWD/smr

- Charleston
- Charlotte
- Columbia**
- Greensboro
- Greenville
- Hilton Head
- Myrtle Beach
- Raleigh

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Nexsen Pruet, LLC
Attorneys and Counselors at Law

John W. Davidson
Member
Admitted in SC

July 29, 2021

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY

Richland County Administrator
PO Box 192
Columbia, SC 29204

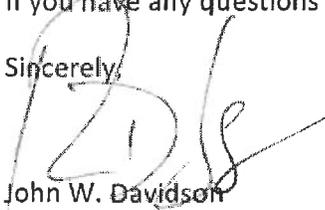
Re: Proposed Road Closure – Research Court

Dear Sir:

Our firm has been retained by Hillpointe, LLC to petition the Richland County Court of Common Pleas for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This road closing process is instituted pursuant to the provisions of S.C. Code Ann. §§ 57-9-10 et. seq. As required by this statute, we are providing Richland County notice of the intent to close this road. We are happy to discuss this matter with you.

If you have any questions regarding this matter, please contact me.

Sincerely,


John W. Davidson

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Attorneys and Counselors at Law

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Member
Admitted in SC

July 29, 2021

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY

SC Department of Transportation
Post Office Box 191
Columbia, SC 29212

Re: Road Closure – Intersection of Technology Circle and Research Court

To Whom It May Concern:

Our firm has been retained by Hillpointe, LLC to petition the Richland County Court of Common Pleas for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This road closing process is instituted pursuant to the provisions of S.C. Code Ann. §§ 57-9-10 et. seq. As required by this statute, we are providing SC Department of Transportation notice of the intent to close this road. We are happy to discuss this matter with you.

- Charleston
- Charlotte
- Columbia**
- Greensboro
- Greenville
- Hilton Head
- Myrtle Beach
- Raleigh

If you have any questions regarding this matter, please contact me.

Sincerely,



John W. Davidson

JWD/smr

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