

ORDINANCE NO.: 2015-109

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(CD/Park7 Columbia SC High Rise Owner LLC , Parcel 4, Richland County TMS #08916-09-07, Assembly Street)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, a student housing developer, CD/Park7 Columbia SC High Rise Owner LLC ("Developer") has been, and is presently, planning a privately-owned student housing development previously identified as Park II ("Development") on property located in the City ("Property," together with the Development, "Project") which, prior hereto, was comprised of the following property: 1011 Assembly Street, TMS #08916-09-08; 1000 Park Street, TMS # 08916-09-09; and 1016 Park Street, TMS # 08916-09-10 ("Existing Development Property"); and,

WHEREAS, to make the Project competitive with the university-owned student housing developments in the County, representatives of the Developer and the City previously approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and in furtherance thereof, entered into that certain Credit Agreement dated as of March 14, 2014 between the County and the Developer ("Credit Agreement"); and,

WHEREAS, to grant the Developer the full value of the Credit, and pursuant to County Ordinance No. 005-14HR, the County located the Project (as then comprised of, and anticipated to be located on, the Existing Development Property) in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("Fairfield"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"); and,

WHEREAS, pursuant to the Park Act, prior to property located within the City's geographical borders being effectively included within the Park, the City must consent to the inclusion of such property within the boundaries of the Park; and,

WHEREAS, in accordance with the Park Act, and pursuant to City Ordinance No.: 2014-020, the City previously consented to inclusion of the Project (as then comprised of, and anticipated to be located on, the Existing Development Property) in the Park; and,

WHEREAS, in connection with reducing the initially anticipated height of the Project, Developer has now identified additional property to be included as part of the Property and the Project, which property is located in the City and is identified, and more particularly described, as Parcel 4 (1001 Assembly Street, TMS # 08916-09-07) on Exhibit A ("Additional Development Property"); and,

WHEREAS, the County has determined to amend the Credit Agreement to include the Additional Development Property as part of the Project eligible for the Credit pursuant to a First Amendment to Credit Agreement between the County and the Developer, and, in connection therewith, has determined to locate the Additional Development Property in the Park; and,

WHEREAS, pursuant to the Park Act, because the Additional Development Property is also located within the City's geographical borders, prior to such Project property being effectively included within the Park, the City must similarly consent to inclusion of the Project property within the borders of the Park; and,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes generated from the Project to Fairfield, the FILOT payment will be distributed on a pro-rata basis to the taxing entities in the

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County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project including, but not limited to, the City; and;

WHEREAS, in consideration of the City's consent to the inclusion of the Property in the Park, the Developer shall indemnify, defend and hold harmless the City of Columbia, its employees, elected officials, officers and agents harmless against and from all claims by or on behalf of any person arising from the City's consent to the inclusion of Developer's Property in the Park, the County's approval of the inclusion of the Developer's Property in the Park, the performance of the County's or Developer's obligations under Developer's Agreement with the County, or the City's administration of its duties pursuant to this Ordinance, or otherwise by virtue of the County having entered into this Agreement or the City's consent or further action taken in furtherance of this Ordinance; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this 5th day of January, 2016 that the City hereby consents to the inclusion of the Additional Development Property in the Park, which consent is conditioned upon the following:

1. The County's approval, execution and delivery of the First Amendment with the Developer related to the Project; and,

2. The Credit Agreement, as amended by the First Amendment, will continue to provide that (a) the owner of the Property will pay a fee in lieu of tax ("FILOT") with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to a maximum of 50% of the FILOT due with respect to the Project, for a period of 10 consecutive years, beginning with the first full year for which the Developer owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive its portion of the net FILOT payment; and (d) the Project will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

3. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

4. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Palen



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/15/2015

Final Reading: 1/5/2016

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EXHIBIT A
PROPERTY DESCRIPTION

Parcel 4

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being at the northwestern corner of the intersections of Assembly and Pendleton Streets, in the City of Columbia, County of Richland, State of South Carolina, said lot fronting on Assembly Street 69.9 feet and running back therefrom in parallel lines 83 feet, more or less, to a fence now dividing this lot from land of Zelick Lifchez and Bernard Lifchez, said premises being generally designated as No. 1003 Assembly Street, bounded on the north by lot now or formerly of M. E. Hearne, on the east by Assembly Street, on the south by Pendleton Street, and on the west by land of Lifchez, this being the same property conveyed to the grantor herein by J. D. Mathias and V. B. Hook by deed dated May 7, 1952, and recorded in Deed Book 92 at page 261 in this office of the Clerk of the Court for Richland County; ALSO

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being on the northern side of Pendleton Street, between Assembly and Gates Streets, being designated as Nos. 1017, 1019, 1021 and 1023 Pendleton Street, in the City of Columbia, County of Richland, State of South Carolina, said lot measuring on its northern and southern sides one hundred twenty-eight feet and three inches (128'3"), more or less, and on its eastern and western sides sixty-nine feet and nine inches (69'9"), more or less, and being bounded as follows, to-wit; on the north by property now or formerly of the heirs of Nathan Lifchez; on the east by property of J. D. Mathias and V. B. Hook; on the south by Pendleton Street, whereon it fronts, and on the west by property now or formerly of J. L. Mimnaugh; being a part of the property conveyed to Nathan Lifchez by Realty Company of Columbia by deed dated March 13, 1913 and recorded in the office of the Clerk of Court for Richland County in Deed Book "RH" at page 26, the said Nathan Lifchez having devised same to Bernard Lifchez and Zelick I. Lifchez by his Last Will and Testament, as will more fully appear by reference being had to Box 248, Package 8625, in the office of the Judge of Probate for Richland County, as grandchildren of Nathan Lifchez, deceased, the said Zelick I. Lifchez having been re-referred to in said Will as "Selig" Lifchez; and being the premises heretofore conveyed to the grantor herein by Bernard Lifchez and Zelick I. Lifchez by deed dated August 31, 1952, and recorded in Deed Book 98 at page 298 in the office of the Clerk of Court for Richland County.

TMS# 08916-09-07

Property Address: 1001 Assembly Street, Columbia, SC 29201

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