

**ORIGINAL  
STAMPED IN RED**

**RESOLUTION NO.: R-2023-025**

*Authorizing the City Manager to execute an Agreement between Guignard Associates LLC and the City of Columbia for acceptance of donated property identified as portions of property adjacent to the Congaree River from Guignard Associates LLC for development of the Columbia Riverfront Gateway*

WHEREAS, Guignard Associates LLC is the owner of certain real property located in the City of Columbia adjacent to the Congaree River; and,

WHEREAS Guignard Associates LLC wishes to donate a portion of that real property, designated in the attached property description and more clearly described in the legal description and shown on the proposed plat attached hereto and made a part hereof as Exhibit "A", to the City of Columbia subject to certain Permitted Exceptions, including (without limitation) conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats, of record for the purpose of public improvements to be owned and maintained by the City upon the completion of the public improvement project; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 21<sup>st</sup> day of March, 2023, that the City Manager is hereby authorized to execute the attached agreement and any documents necessary and approved by the City Attorney between Guignard Associates LLC and the City of Columbia for acceptance of donated property identified as portions of property adjacent to the Congaree River for development of the Columbia Riverfront Gateway Project.

Requested by:

ACM Gentry \_\_\_\_\_

Approved by:

Cheresa B. Wilson  
City Manager

Approved as to form:

[Signature]  
City Attorney

Introduced: 3/21/2023  
Final Reading: 3/21/2023

[Signature]  
Mayor

ATTEST:  
Quiana M. Hammond  
City Clerk

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this 25<sup>th</sup> day of April, 2023, by and between **GUIGNARD ASSOCIATES LLC**, a South Carolina limited liability company (the "Landowner") and **THE CITY OF COLUMBIA**, a municipal corporation (the "City").

**WITNESSETH:**

**WHEREAS**, the Columbia Riverfront Gateway Project (formerly known as Williams Street Extension and the Richland Penny Innovista Phase 3 Project, and hereinafter, the "Riverfront Gateway Plan") has been part of a long-range vision for Columbia as evidenced by its inclusion or mention in other plans and documents; and,

**WHEREAS**, the Riverfront Gateway Plan supports elements of a multitude of City plans including the *Plan Columbia, Land Use Plan, Walk Bike Columbia, University of South Carolina 2010 Master Plan, City of Columbia Climate Protection Action Plan, Innovista Master Plan, and Columbia Compass*; and,

**WHEREAS**, Williams Street was part of Columbia's original 1786 perfect street grid design by John Gabriel Guignard (the "Historical Street Plan"); and,

**WHEREAS**, Mr. Guignard's successors have maintained ownership of the tract of land originally designated for Williams Street on the Historical Street Plan and certain other lands which are critical for the completion of the Riverfront Gateway Plan and public riverfront access; and,

**WHEREAS**, an essential component of implementing public riverfront access initiatives and development opportunities between Gervais Street and Blossom Street has been the identification and securing of funding for public infrastructure associated with the Riverfront Gateway Plan; and,

**WHEREAS**, funding in an aggregate amount between \$13,000,000 and \$16,000,000 Dollars has been identified for the payment of costs toward implementation of the Riverfront Gateway Plan (the "Funding") and the City requires receipt of such funding to complete this Project; and,

**WHEREAS**, the Funding is derived from several sources, including the Richland Penny Tax Program, allocations by Richland County Council from the Innovista Phase 2 project, and the State of South Carolina; and,

**WHEREAS**, the final aggregate amount to be available for the project will be determined upon final closeout of the Richland Penny Innovista Phase 2 Project, as the remaining funds are intended to be utilized for the Innovista Phase 3 Project (i.e. Columbia Riverfront Gateway Project); and,

**WHEREAS**, Landowner owns the real property (the "Property") located in the City of Columbia adjacent to the Congaree River and as more fully shown and delineated on Exhibit A attached hereto and made a part hereof; and,

**WHEREAS**, the Property is regarded as a key geographical component of the Riverfront Gateway Plan and associated public/private development opportunities; and,

**WHEREAS**, the majority of the property required for the Riverfront Gateway Plan, as more fully shown and depicted on Exhibit B attached hereto and made a part hereof (the "Gateway Project Area"), is owned by Landowner; and,

**WHEREAS**, Landowner agrees, pursuant to the terms and conditions hereof, to convey through a donation, sufficient portions of the Property to the City for the construction of portions of the Riverfront Gateway Plan; and,

**WHEREAS**, City and Landowner intend to work collaboratively to secure commitments to sell or contribute property from the remaining property owners within the Gateway Project Area so as to fully implement the Riverfront Gateway Plan; and,

**WHEREAS**, City and Landowner acknowledge redevelopment of all parcels along the Gateway Project Area is a critical element of maximizing the use of public dollars available for Riverfront Gateway Plan; and,

**WHEREAS**, with Funding identified to support the design and construction of the Riverfront Gateway Plan, Landowner and City are prepared to proceed with design and construction of Riverfront Gateway Plan within the Gateway Project Area (the "Gateway Project"); and,

**WHEREAS**, City and Landowner intend to work collaboratively on the design of the Gateway Project in an effort to maximize the development opportunities along the Gateway Project Area; and,

**WHEREAS**, Landowner intends to contract for surveying, preliminary design, and engineering services (collectively, the "Design Documents") for the Gateway Project; and,

**WHEREAS**, if project funds are sufficient to cover the cost of preliminary design and engineering, such reasonable and agreed-upon costs will be reimbursed to the Landowner, but consideration of such shall be determined at the time bids are received for project construction or anytime thereafter, as agreed upon by the City and Landowner; and,

**WHEREAS**, the Design Documents shall be assignable to City; and,

**WHEREAS**, Landowner and City will collectively determine the party responsible for continuing design through to construction drawings and bid documents and City agrees to use appropriate competitive procurement practices in the event City proceeds through the bidding process; and,

**WHEREAS**, the public infrastructure shall be designed and constructed according to standards set forth by City and agreed upon by Landowner; and,

**WHEREAS**, donation of the Conveyance Area (the "Donation") shall be made by Landowner upon complete satisfaction of the conditions precedent set forth in Paragraph Three (3) hereof; and,

**WHEREAS**, City will own and maintain the Gateway Project Area and associated components that shall make up the Gateway Project following completion of construction thereof; and,

**WHEREAS**, City and Landowner acknowledge the completion of the Gateway Project will lead to further discussions related to public access and a public park along the Congaree River; and,

**WHEREAS**, City and Landowner have no obligations as a result of this Agreement regarding the future public access and/or park but both parties recognize the intent to continue working in good faith to further those discussions; and,

**WHEREAS**, such discussions regarding the public access and public park will include considerations regarding ownership and maintenance options of any future public assets along the Congaree River; and,

**WHEREAS**, in furtherance of the Gateway Project, Landowner shall grant City access to portions of the Property pursuant to the terms and conditions of this Agreement; and,

**NOW, THEREFORE**, in consideration of the sums as set forth herein and for the mutual covenants included herein, the parties hereto agree as follows:

1. **Description of Conveyance Area**. The portion of the Property which is intended to be conveyed by Landowner to City upon satisfaction of the conditions set forth in Section 3 hereof, is the real property owned by Landowner within the Gateway Project Area which is as approximately shown and depicted in in **Exhibit "B"** attached hereto. The parties hereto agree to amend this Agreement, upon completion of the Design Documents, to set forth the metes and bounds legal description of the Conveyance Area in an **Exhibit "C"**, to be attached hereto and made a part hereof, the description of which in all respects shall be acceptable to Landowner in its sole and absolute discretion.

City covenants and agrees that it shall have the Conveyance Area appraised, at its sole cost and expense, by a licensed commercial real property appraiser acceptable to Landowner in its commercially reasonable discretion (the "Appraisal"). City further acknowledges and agrees that Landowner's specific intention that the conveyance of the Conveyance Area be deemed a charitable donation to City and not an exchange or accommodation to City in lieu of cash consideration. In furtherance of Landowner's charitable donation of the Conveyance Area, City agrees to promptly execute any additional documentation that Landowner, its attorneys and accountants, may reasonably require for such charitable donation including, but not limited to, any documentation that may be required by the Department of the Treasury/Internal Revenue Service and/or the South Carolina Department of Revenue.

2. **Access to the Property.** Upon complete execution of this Agreement, City, its managers, agents, representatives, employees, contractors, and subcontractors shall have the right and privilege to enter the Property for the sole purpose of working with the Landowner on the design of the Gateway Project and completion of the Design Documents. City shall keep the Property free and clear of any liens and shall be responsible for physical damage to the Property and injury to persons asserted against or incurred by Landowner as a result of such entry by City, its managers, agents, representatives, employees, contractors or subcontractors. The Landowner shall have the right to establish rules and regulations regarding access to the Property. City shall cause any contractor or subcontractor entering upon the Property to provide evidence of commercial general liability insurance in the minimum coverage amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate with each such policy of insurance naming City and Landowner as additional insureds thereunder. Notwithstanding anything to the contrary contained herein, no use shall be made of the Property other for the express purposes set forth herein, and City shall have no right to perform, or caused to be performed, invasive environmental testing on or about the Property without the advance written consent of Landowner being first obtained, such consent to be given or withheld in Landowner's sole and absolute discretion.

3. **Agreement to Donate the Conveyance Area; Escrow.** In furtherance of the terms of this Agreement and the Donation to which it relates, Landowner and City agree as follows:

- (a) Within ten (10) days of mutual approval of the Design Documents, Landowner shall execute and tender a limited warranty deed of the Conveyance Area for the benefit of City, as grantee, in the form set forth in **Exhibit "D"** (the "Deed"), to the Escrow Agent who shall hold the Deed pursuant to the terms of Agreement. City expressly acknowledges that Escrow Agent also serves as counsel to Landowner, and that delivery of the Deed to Escrow Agent pursuant to the terms hereof shall in no event constitute the effective and irrevocable delivery of the Deed to or for the benefit of City until such time as the Conditions Precedent set forth herein are satisfied;
- (b) The Escrow Agent agrees to accept and hold the Deed in accordance with the terms of this Agreement, and shall only release the Deed to City upon satisfaction of the Conditions Precedent (herein defined). Escrow Agent shall hold the Deed,

and distribute the Deed to City only upon satisfaction of the following Conditions Precedent:

(i) City has tendered to Escrow Agent, in immediately available funds, the amount necessary to fully reimburse Landowner for any agreed-upon costs incurred by Landowner in the preparation of the Design Documents and this Agreement;

(ii) City and Landowner have entered into an assignment and assumption of the terms, conditions, and obligations of the contracts and agreements associated with the preparation of the Design Documents;

(iii) City has provided a final construction budget (the "Budget"), acceptable to Landowner in its commercially reasonable discretion, for the Gateway Project indicating the total costs to construct the Gateway Project in accordance with the final approved Design Documents, with said Budget being attached hereto upon completion in Exhibit "E";

(iv) City has provided written evidence satisfactory to Landowner that it has entered into a construction contract (the "Project Contract") with a general contractor (the "Contractor") for the construction of the Gateway Project, or for one or more phases thereof as identified on Exhibit "B" attached hereto, for a fixed sum that is within the Budget (whether in whole or by phase) and which may not be terminated for convenience by the Contractor; provided; however, it is agreed between City and Landowner that in the event construction of the Gateway Project occurs in phases that such construction be performed in the following sequential manner:

- (i) Phase 1A;
- (ii) Phase 1B;
- (iii) Phase 1C; and
- (iv) Phase 2; and

(v) City has provided evidence, satisfactory to Landowner in its sole and absolute discretion, that the Funding has been tendered to City and that it is immediately available for use in payment of the construction costs of the Gateway Project in full, or for one or more of the phases identified herein, in accordance with the Budget therefore, including the costs to be paid or reimbursed in accordance with the terms of this Agreement;

(vi) City has obtained, or secured binding commitments for the acquisition of, all real property necessary to complete the Gateway Project in accordance with the approved Design Documents; and

(vii) City has delivered the Appraisal to Landowner, and such appraisal is acceptable to Landowner in its sole and absolute discretion.

Upon satisfaction of the Conditions Precedent, Escrow Agent shall distribute the Deed to City, and Escrow Agent shall have no further responsibilities or obligations hereunder. Provided; however, in the event the Conditions Precedent are satisfied in the final calendar quarter of the year, Landowner at its election, shall have the right to cause the distribution of the Deed to be delayed until a date which is not later than January 10 of the immediately succeeding calendar year.

**4. Rights in Deed When No Default.** While the Deed is on deposit with the Escrow Agent and as long as Landowner is not in default hereunder (as the term *default* is defined herein), Landowner shall retain all rights in the Deed deposited with the Escrow Agent. While the Deed is on deposit with the Escrow Agent and as long as City is not in default hereunder (as the term *default* is defined herein), Escrow Agent shall not relinquish possession of the Deed to Landowner.

An event of default hereunder shall be deemed to have occurred upon the occurrence or non-occurrence of the following:

- (i) City fails to satisfy the Conditions Precedent on or prior to June 30, 2025, or City informs Landowner that it will be unable to satisfy the Conditions Precedent; provided; however, in the event City informs Landowner in writing on or before June 30, 2025 that despite its diligent and good faith efforts that satisfaction of the Conditions Precedent will not occur by such date due to factors outside of its commercially reasonable control, such period for satisfaction of the Conditions Precedent shall automatically be extended for an additional period of six (6) months;
- (ii) Landowner has caused, or willfully permitted, the fee simple title to be granted to City pursuant to the Deed to be materially impaired such that the rights and benefits to be afforded City thereunder would be rendered ineffective.

Upon a default pursuant to subsection (i) or (ii) of this Section 4, this Agreement shall terminate and shall be of no further force and effect excepting those provisions which expressly survive termination hereof. Without limiting the generality of the foregoing, upon termination of this Agreement, the right of access granted to City in Section 2 of this Agreement shall immediately cease and terminate.

**5. Rights in Deed When Default Exists.** While the Deed is on deposit with the Escrow Agent and upon the occurrence of a default by City or failure to satisfy the Conditions Precedent, City shall have no further right to, title to, or interest of any kind in the Deed as beneficiary under this Agreement and the Deed shall be promptly returned to Landowner (or destroyed at Landowner's election) whereupon City shall be responsible

for the payment to Landowner of reasonable attorney's fees incurred in connection with this Agreement up to Ten Thousand (\$10,000.00) Dollars. While the Deed is on deposit with the Escrow Agent and upon the occurrence of a default by Landowner, Landowner shall have no right or interest of any kind in the Deed and Escrow Agent shall continue to hold the Deed pursuant to the terms hereof for a period acceptable to City to permit Landowner to cure its default hereunder. In the event Landowner's default is incapable of cure, or the cure of Landowner's default is not capable of performance within the time permitted for such cure, Escrow Agent shall return the Deed to Landowner and Landowner shall be responsible for the reasonable expenses of City incurred in connection with this Agreement, to include any amounts paid by City to Landowner for Design Documents.

6. **No Judgment to Be Exercised by Escrow Agent.** In no event shall the Escrow Agent be deemed or required to make any independent judgment as to whether or not a default exists hereunder.

7. **Termination of Escrow.** The escrow created in this Agreement shall terminate upon City's satisfaction of the Conditions Precedent, a default of City pursuant to Section 3(i) of this Agreement, or upon a default by Landowner pursuant to Section 3(ii) hereof which is not cured within any applicable cure period.

8. **Duties of the Escrow Agent.** Unless otherwise expressly provided in this Agreement, the Escrow Agent shall:

- (i) Not be held liable for any action taken or omitted under this Agreement so long as the Escrow Agent acted in good faith and without gross negligence.
- (ii) Have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of the Deed submitted to the Escrow Agent in connection with the Escrow Agent's duties under this Agreement.
- (iii) Be entitled to deem the signatories of any documents or Deed submitted to the Escrow Agent as being those of the persons purported to be authorized to sign such documents or Deed on behalf of the parties to this Agreement and (b) be entitled to rely on the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind.
- (iv) Be entitled to refrain from taking any action contemplated by this Agreement if the Escrow Agent becomes aware of any disagreement between the parties to this Agreement as to any material facts or as to the happening of any contemplated event precedent to such action.

9. **Resignation or Removal of the Escrow Agent.** The Escrow Agent may resign after giving 30 days' written notice to the other parties to this Agreement. Similarly, the Escrow Agent may be removed or replaced after the giving of 30 days' written notice to the Escrow Agent by all the other parties to this Agreement. In either event, the duties of

the Escrow Agent shall terminate 30 days after the date the notice is mailed (or on a mutually agreed-on earlier date), and the Escrow Agent shall deliver the Deed then in its possession to such successor Escrow Agent as shall have been appointed by the other parties to this Agreement (as evidenced by a written notice signed by all the parties to this Agreement and filed with the Escrow Agent). If the other parties are unable to agree on a successor or fail to appoint a successor before the expiration of 30 days following the date of the notice of resignation or removal, the then-acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief, and any resulting appointment shall be binding on all the parties. Upon acknowledgment by any successor Escrow Agent of receipt of the Deed, the then-acting Escrow Agent shall be fully released from all duties, responsibilities, and obligations under this Agreement. If no successor Escrow Agent is appointed or, if appointed, does not accept or acknowledge receipt of the Deed, then the Escrow Agent shall hold the Deed until such controversy is resolved to its satisfaction or deliver the Deed to a court of competent jurisdiction pursuant to such court's interpleader or related rules.

**10. Additional Conditions of Agreement.** In addition to the foregoing terms and conditions, City and Landowner expressly agree as additional conditions of this Agreement that:

- (i) The design and construction of the Gateway Project is to be undertaken in such manner which limits access or damage to any portion of the Property;
- (ii) In the event the conveyance of the Conveyance Area would result in the merger, or partial merger, of any easement estate previously granted for the benefit of City or Landowner, Landowner and City agree to execute and deliver such confirmatory instruments as may be necessary to preserve the easement rights granted under any such instruments of record.
- (iii) City and Landowner shall mutually agree as to the locations in which materials shall be staged and stored during the construction of the Gateway Project, whether on or upon the Property;
- (iv) City agrees to install reasonable security measures (such as signs and fencing) to the extent necessary (and subject to the approval of Landowner) to discourage patrons from trespassing upon the adjacent lands of Landowner once the Gateway Project is complete.

**11. Assignment.** This Agreement is not in any manner assignable or transferable by City without the written consent of the Landowner. The rights, privileges, duties and obligations extended to or assumed by City are personal to City, its managers, agents, representatives, employees, guests, invitees, contractors, and subcontractors.

**12. Notices.** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of bill, process, correspondence, or any other legal purposes whatsoever, shall be deemed sufficient, if given by communication in writing by United States mail, postage prepaid and certified, and addressed as follows:

**To Landowner at the following address:**

**Guignard Associates LLC  
c/o Thompson & Company, Inc.  
Post Office Box 50909  
Columbia, South Carolina 29250**

**With a copy to:**

**Rogers Townsend, LLC  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, South Carolina 29201  
Attention: Stuart M. Lee**

**To City at the following address:**

**Teresa Wilson, City Manager  
City of Columbia  
PO Box 147  
Columbia SC 29217**

**With a copy to**

**Missy Gentry  
Assistant City Manager  
City of Columbia  
PO Box 147  
Columbia SC 29217**

**Dana Higgins, Director of Engineering  
City of Columbia  
PO Box 147  
Columbia SC 29217**

**Required Copy to:**

**In the case of the Escrow Agent:**

**Rogers Townsend LLC  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, South Carolina 29201**

Attention: Stuart M. Lee

Landowner and City will give timely notice of address changes utilizing the procedures outlined above.

13. **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic mail shall be as effective as delivery of a manually executed signature page to this Agreement.

14. **Modifications.** No modification of this Agreement shall be valid unless the modification is in writing and signed by all parties to this Agreement.

15. **Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person or party against whom the waiver is asserted.

16. **Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if the invalid or unenforceable provision were omitted.

17. **Agreement.** This Agreement shall be binding on and inure to the benefit of the parties and their heirs, legal representatives, executors, administrators, successors, and assigns.

18. **Entire Agreement.** Except as otherwise provided, this Agreement and any documents or instruments delivered pursuant to this Agreement constitute the entire agreement and understanding between the parties and supersede any prior agreement and understanding relating to this Agreement's subject matter.

19. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of South Carolina without regard to its conflict-of-laws principles.

20. **Continued Representation of Landowner. Notwithstanding that Rogers Townsend LLC (the "Law Firm") is serving as Escrow Agent pursuant to this Agreement, the parties acknowledge, agree, and consent to the Law Firm's continued representation of Landowner by Law Firm. City hereby waives any and all rights to any conflict-of-interest claims.**

21. **Subject to Landowner Membership Approval.** The terms, conditions and obligations of this Agreement, and the binding nature thereof, shall be subject to Landowner obtaining all necessary consent to confirm and ratify the execution of this Agreement. Landowner shall notify City within sixty (60) days of complete execution of this Agreement as to whether it has obtained all necessary consent, and upon request by City, agrees to

**execute an instrument confirming and ratifying the terms, conditions, and obligations of this Agreement.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW**

**SIGNATURE PAGE TO AGREEMENT BY AND BETWEEN GUIGNARD ASSOCIATES LLC AND  
THE CITY OF COLUMBIA**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed  
the day and year first above written.

**LANDOWNER:**

**Guignard Associates LLC**



By: Charles C. Thompson

Its: Manager

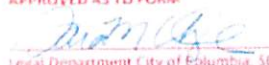
Crystal Comp  


**SIGNATURE PAGE TO AGREEMENT BY AND BETWEEN GUIGNARD ASSOCIATES LLC AND  
THE CITY OF COLUMBIA**

CITY:

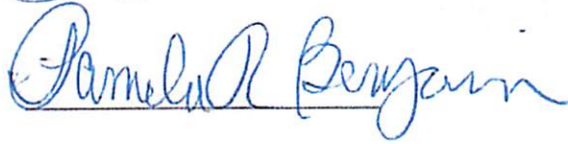
City of Columbia

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

3/4/2023







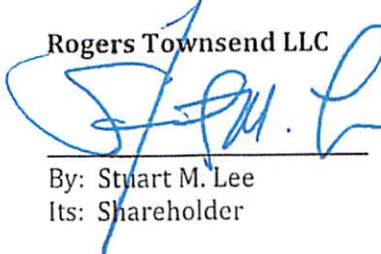
By: Teresa B. Wilson

Its: City Manager

**SIGNATURE PAGE TO AGREEMENT BY AND BETWEEN GUIGNARD ASSOCIATES LLC AND  
THE CITY OF COLUMBIA**

**ESCROW AGENT:**

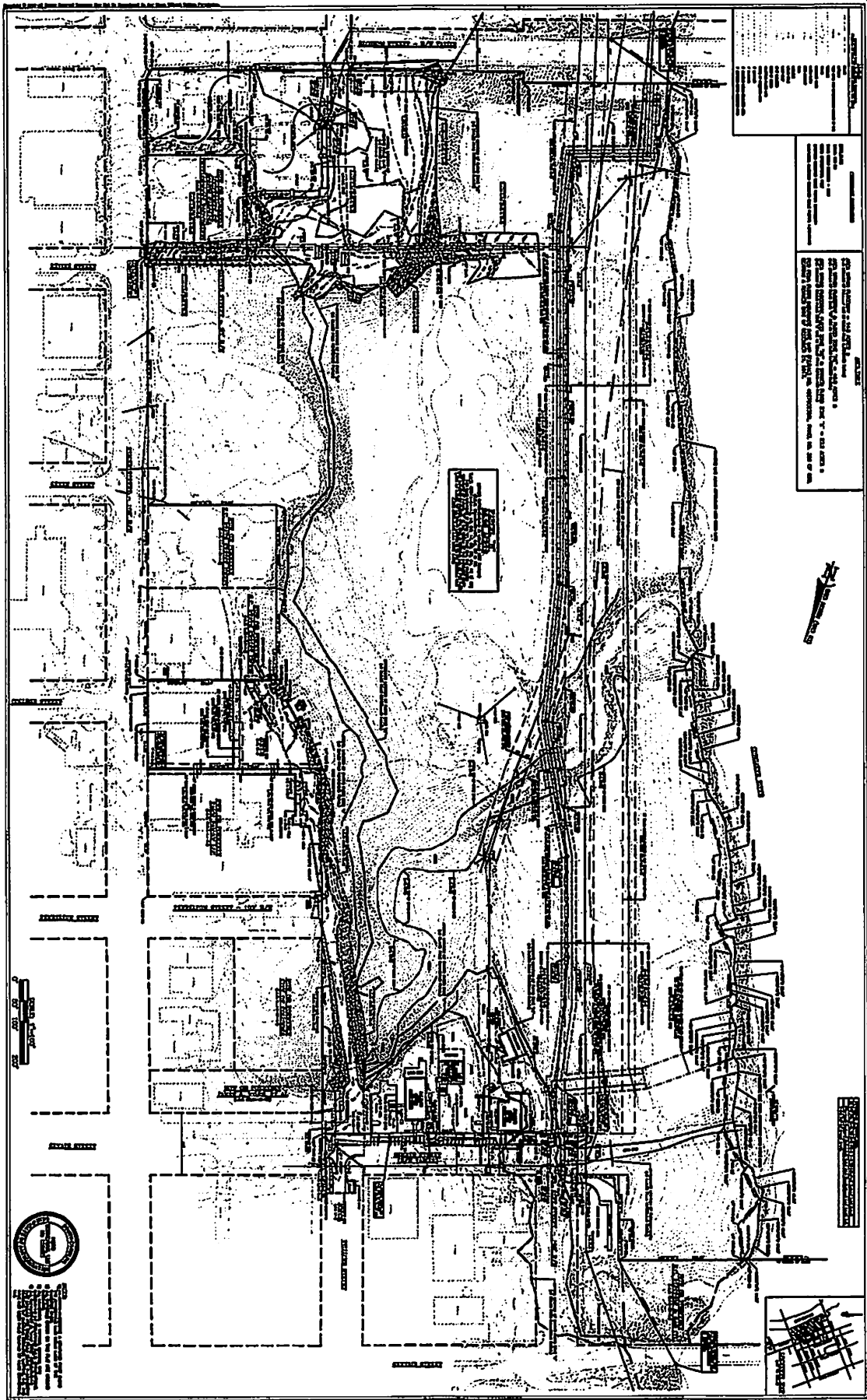
**Rogers Townsend LLC**



By: Stuart M. Lee  
Its: Shareholder



**EXHIBIT A**  
**PROPERTY**  
**[SEE ATTACHED]**



PROJECT NO.	100-1000000000
DATE	10/10/2010
SCALE	AS SHOWN
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...

THIS PLAN IS THE PROPERTY OF RGH&D SURVEYORS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF RGH&D SURVEYORS, LLC IS STRICTLY PROHIBITED.



ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: 10/10/2010  
SCALE: AS SHOWN

**GUIGNARD ASSOCIATES LLC**  
PLANNING & DESIGN  
1000 W. BROAD STREET, COLUMBIA, SOUTH CAROLINA 29201

DATE: 10/10/2010  
SCALE: AS SHOWN

PROJECT NO.: 100-1000000000  
DATE: 10/10/2010  
SCALE: AS SHOWN



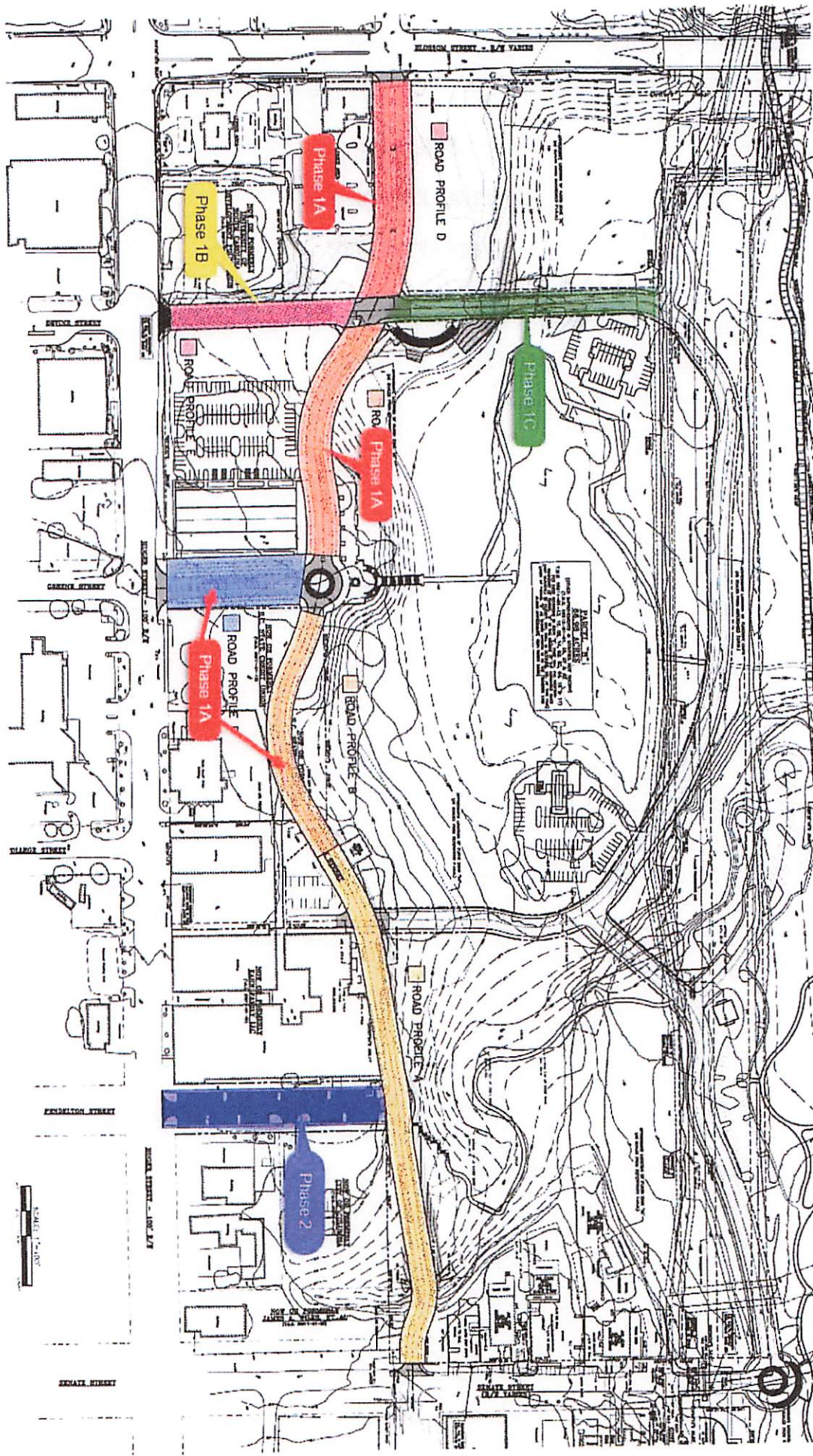
**RGH&D SURVEYORS, LLC**  
COLUMBIA, SOUTH CAROLINA  
1000 W. BROAD STREET, COLUMBIA, SOUTH CAROLINA 29201

DATE: 10/10/2010  
SCALE: AS SHOWN

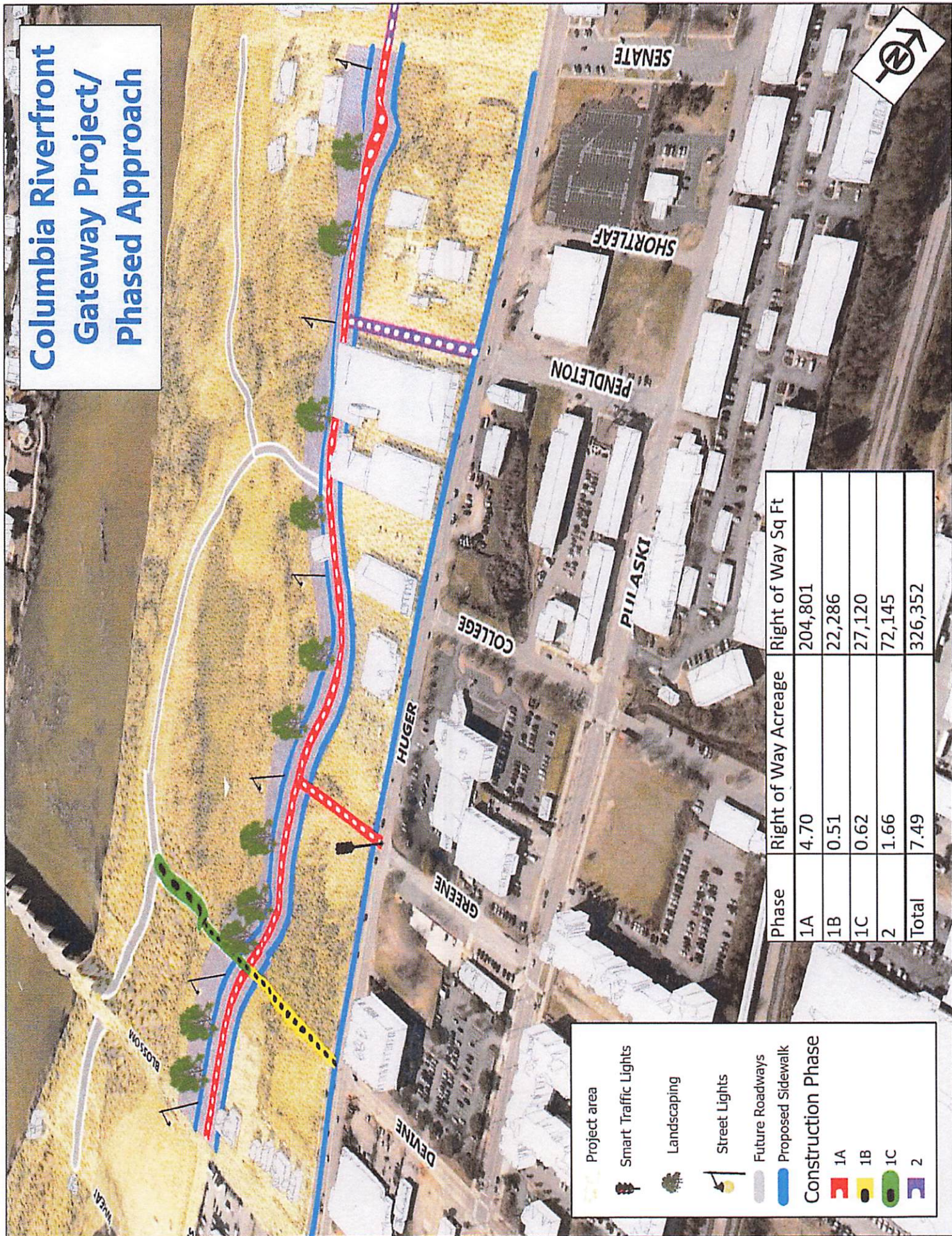
**EXHIBIT B**

**GATEWAY PROJECT AREA**

**[SEE ATTACHED]**



# Columbia Riverfront Gateway Project/ Phased Approach



**Project area**

- Smart Traffic Lights
- Landscaping
- Street Lights
- Future Roadways
- Proposed Sidewalk

**Construction Phase**

- 1A
- 1B
- 1C
- 2

Phase	Right of Way Acreage	Right of Way Sq Ft
1A	4.70	204,801
1B	0.51	22,286
1C	0.62	27,120
2	1.66	72,145
<b>Total</b>	<b>7.49</b>	<b>326,352</b>

***EXHIBIT C***

***METES AND BOUNDS DESCRIPTION OF CONVEYANCE AREA***

***[TO BE INSERTED]***

**EXHIBIT D**

**DEED**

**[SEE ATTACHED]**

Grantee's Address: \_\_\_\_\_  
\_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS, that **GUIGNARD ASSOCIATES LLC**, a South Carolina limited liability company (hereinafter called "Grantor"), in consideration of Five Dollars (\$5.00) and other valuable consideration paid by Grantee (defined hereinafter) to Grantor, the receipt and sufficiency of which is hereby acknowledged, ***SUBJECT TO*** the matters set forth on Exhibit "B" attached hereto, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the **CITY OF COLUMBIA**, a municipal corporation (hereinafter "Grantee"), its successors and assigns, all of Grantor's right, title and interest in the following described real property:

See Exhibit A attached hereto.

This conveyance is made ***SUBJECT TO*** all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

TO HAVE AND TO HOLD, subject to any exceptions, limitations, conditions and reservations set forth herein, all and singular, the above-described real property (the "Premises") unto Grantee and Grantee's heirs, successors and assigns, forever and

***SUBJECT TO*** the matters set forth above, Grantor does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the Premises, subject to any exceptions, limitations, conditions and reservations set forth herein unto Grantee and Grantee's heirs, successors and assigns against Grantor and its heirs, successors and assigns by, through, or upon Grantor, but not otherwise.

**SIGNATURE PAGE TO FOLLOW**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**[TO BE INSERTED]**

**EXHIBIT 'B'**

**PERMITTED EXCEPTIONS**

1. Taxes for the year 202\_\_ and all subsequent years.
2. Any applicable zoning and other governmental laws, ordinances and regulations.
3. All applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises.

**EXHIBIT E**

**BUDGET**

**[TO BE INSERTED]**