

AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 18TH DAY OF MAY, 1954, FOR THE PURPOSE OF REGULATING AND RESTRICTING WITHIN THE CORPORATE LIMITS OF ORANGEBURG, SOUTH CAROLINA, THE HEIGHT, NUMBER OF STORIES AND SIZE OF YARDS, COURTS, AND OTHER OPEN SPACES, THE DENSITY OF POPULATION AND THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Orangeburg, in Council assembled, and by authority of same; That portion of the above ordinance entitled "Section 3" ESTABLISHMENT OF ZONING DISTRICTS" be amended to make the following change in district classification:

Change from "A-1 Residential" to "A-2 Residential" all that certain parcel of land situate, lying and being inside the city limits of Orangeburg, South Carolina, and being bounded as follows: On the north by property of Camron Hammond measuring two hundred and sixty seven (267) feet, more or less; on the east by property of Freda S. and J. West Summers measuring twenty (20) feet, more or less; on the southeast by property of Freda S. and J. West Summers measuring one hundred and twenty five (125) feet, more or less; on the northeast by property of Freda S. and J. West Summers measuring sixty seven and five tenths (67.5) feet, more or less; again on the southeast by property of Freda S. and J. West Summers measuring one hundred and thirty (130) feet, more or less; and on the southwest by Wilson NE measuring two hundred two and five tenths (202.5) feet, more or less.

PASSED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, THIS 3RD DAY OF JANUARY, 1989.

G. O. Pendergrass
MAYOR

James H. Hines

Allen W. Parrott

Thomas A. Baland, Jr.

[Signature]
[Signature]

MEMBERS OF COUNCIL

ATTEST:

[Signature]
CITY CLERK

ORDINANCE NUMBER 1989-2

AN ORDINANCE AUTHORIZING THE SALE OF 4.34 ACRES
LOCATED NEAR THE ORANGEBURG MUNICIPAL AIRPORT
AND ABUTTING THE ORANGEBURG COUNTY INDUSTRIAL PARK
IN THE COUNTY OF ORANGEBURG, STATE OF SOUTH CAROLINA
TO MOSLER, INC. FOR THE CONSIDERATION OF \$3,500.00 PER ACRE
AND SET FORTH AND SHOWN AS PARCEL A ON A PLAT PREPARED
FOR ORANGEBURG COUNTY DEVELOPMENT COMMISSION DATED
NOVEMBER 1, 1988

WHEREAS, The City of Orangeburg is the owner of
4.34 acres set forth and shown as Parcel A on a plat of
10.87 acres prepared for Orangeburg County Development
Commission by Edisto Surveyors, Inc. dated November 1, 1988,
and

WHEREAS, Mosler, Inc., an industrial prospect,
wishes to purchase said property for industrial use, and

WHEREAS, it is in the public interest that the
City of Orangeburg cooperate with all entities for the
purpose of attracting industry to the City of Orangeburg and
its environs, now, therefore,

BE IT ORDAINED by the Mayor and Council of the City of
Orangeburg, in Council duly assembled and by the authority
of same, that the City of Orangeburg convey by limited
warranty deed, fee simple title to the below described
property to Mosler, Inc. for the consideration of \$3,500.00
per acre, or a total consideration of \$15,190.00, provided
that all documentary stamps and recording fees shall be paid
by the purchaser. Provided, further, that said conveyance
shall be subject to the same restrictive covenants of the
Orangeburg Industrial Park adopted by the Orangeburg County
Council, substituting the City of Orangeburg for the County
of Orangeburg and the City of Orangeburg Industrial
Commission for the Orangeburg County Development Commission
and also subject to those provisions as contained in that
certain letter of the United States Department of
Transportation, Federal Aviation Commission to the Honorable
E.O. Pendarvis dated December 15, 1988, both of which are
attached hereto and made a part hereof by reference. In
addition, the conveyance of the within described property
shall not create an easement or right-of-way by necessity.

BE IT FURTHER ORDAINED that the Mayor of the City of Orangeburg is hereby authorized to execute the limited warranty deed conveying the below described property to Mosler, Inc.

Description of property:

All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being in School District No. 5, County of Orangeburg, State of South Carolina, containing 4.34 acres and being set forth and shown as Parcel A on a plat 10.87 acres prepared for Orangeburg County Development Commission by Edisto Surveyors, Inc., approved by A.R. Parler, Jr., R.L.S. dated November 1, 1988 and having the following boundaries and measurements: North by property of the City of Orangeburg, 265.16 feet; East by Parcel B on said plat, 693.13 feet; South by property of Greenwood Mills, 293.87 feet, and West by property of the City of Orangeburg, 700 feet.

PASSED by the City Council of the City of Orangeburg, State of South Carolina, this 3rd day of January, 1989.

E. O. Pendragon
Mayor
James H. Hain
Allan W. Parrott
Thomas A. Buland Jr.
James W. H. Hain
James W. H. Hain
Members of City Council

ATTESTED:

[Signature]
City Clerk

STATE OF SOUTH CAROLINA,
COUNTY OF ORANGEBURG.

DECLARATION OF RESTRICTIVE COVENANTS
ORANGEBURG INDUSTRIAL PARK

This Declaration made and published this ____ day of _____, 198__ :

WHEREAS, Orangeburg County Council owns a certain parcel of land lying and being in Orangeburg County, South Carolina containing approximately 105 acres, more or less, and being more particularly shown and delineated as Parcel B on a plat by Nivens Engineering, Inc., dated October 23, 1984, and recorded in the office of the RMC for Orangeburg County in Plat Book 59 at Page 143, said plat being made a part of and incorporated herein by reference, generally known as Orangeburg County Industrial Park; and

WHEREAS, Orangeburg County is dividing said tracts in to industrial sites; and

WHEREAS, it is the purpose of the foregoing restrictions to preserve said property as an attractive industrial park:

NOW, THEREFORE, Orangeburg County does hereby impose the following covenants, conditions, and restrictions on the above described property:

1. Recapture of Undeveloped Sites. Orangeburg County shall have the option to repurchase, at the original sales price, any site on which plant construction has not been initiated within one (1) year after transfer of the same from Orangeburg County.

2. Use of Industrial Sites. All property hereinabove described shall be used for industrial facilities and operations only. No portion of the property shall be used in such a manner so as to create a nuisance to adjacent sites by way of appearance, vibration, sound, atmospheric or environmental emissions, electro-magnetical disturbance or otherwise. No noxious or offensive trade, business or activity shall be conducted in the industrial park. Prohibited uses of property within the park include but are not limited to truck terminals, maintenance, use or operation of slaughter house, junk or wrecking facilities or salvage yards. All industrial sites shall be maintained in a safe and clean condition at all times and shall comply in all respects to all governmental statutes, ordinances, and regulations.

3. Building Restrictions. No construction, erection, relocation or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping or other facilities or improvements may be commenced on any portion of the above described property until the complete building plans including elevations, specification of materials, specification of exterior finish, specification of construction methods, site plans showing the location of the buildings and landscaping plans have been approved in writing by the County of Orangeburg in accordance with the below described procedures. Said plan shall be submitted to the Orangeburg County Development Commission or a committee designated thereby for recommendation of approval of the proposed building or improvement. Said plan shall include a description of the proposed operation, and estimate of the number of employees contemplated and plans setting forth the above. Within 60 days after receipt of complete plans of proposed improvements, the Development Commission or its committee shall make its recommendations as to approval to the County of Orangeburg, which shall approve, disapprove or approve with modifications the submitted plans.

4. Requirements of Construction.

a. Minimum Size.

The principal building on any site, whether manufacturing, processing, distribution or other industrial use shall contain a minimum of 10,000 square feet.

b. Maximum Structure Height.

The maximum height of any structure or building shall be 45 feet, except upon special permission of the County of Orangeburg.

c. Setbacks.

The minimum building setback shall be 25 feet from the right-of-way of Prosperity Drive.

All buildings shall be setback 15 feet from all other property lines.

d. Loading.

All loading areas shall be on site and shall be located at the side or rear of a building and 25 feet from any property line. No on-street loading shall be permitted.

5. Water and Sewer Systems.

a. Water.

Wells or other sources other than the central water system available in the Industrial Park shall not be allowed unless such alternative system is approved by the County of Orangeburg.

b. Sewer

The sanitary sewer system shall be designed to collect effluents at the property line. The collection system within the property shall be designed and constructed in accordance with the South Carolina Department of Health and Environmental Control standards and regulations. Industrial effluents shall be pre-treated to meet requirements of the Orangeburg Department of Public Utilities and the Department of Health and Environmental Control. Every owner shall provide for any necessary special treatment of industrial waste at its own expense.

6. Utilities. All utilities shall be underground from the point of service.

7. Landscaping and Exterior Development Standards.

a. Landscaping Standards.

All grounds between the building and the property line shall be landscaped either by vegetation landscaping, paved parking, appurtenances or recreational facilities, which shall be approved as hereinabove set forth. Such areas shall be aesthetically pleasing and maintained at all times and in an attractive condition.

b. Signs.

Any sign placed on the premises shall be approved by the County of Orangeburg as hereinabove set forth. Only identification signs representing the business entity occupying the premises shall be permitted. No advertising signs, billboards, flashing neon or other signs of a similar character shall be permitted. Identification signs generally shall be placed upon the outside walls of the building and not extending beyond the demarcation line between the wall and of the roof or identification signs may placed in the front yard setback area when constructed and designed to be a part of the landscaping plan.

8. Maintenance. All premises, buildings, improvements and appurtenances shall be maintained in a safe, clean, and attractive condition at all times and shall comply with any appropriate state and federal requirements. In the event of failure to properly maintain said property, the County of Orangeburg reserves the right to perform the necessary repair and maintenance at the expense of the owner.

9. Refuse. Disposal of solid waste and refuse shall be in conformance with the standards of Orangeburg County and shall comply with South Carolina Department of Health and Environmental Control requirements. Trash or rubbish containers (solid waste) shall be screened from access streets and adjacent property and shall not be visible from these areas.

10. Outdoor Storage. All outdoor storage, which includes but is not limited to raw materials, solid waste, refuse, semi-finished/finished products shall be visually screened from Prosperity Drive and adjacent property. Such screens shall form an opaque barrier of sufficient height to shield the above from view and shall comply harmoniously with other screens of this nature throughout the Orangeburg County Industrial Park.

11. Off-Street Parking. Each owner shall provide adequate off-street parking facilities for all employees, commercial vehicles and visitors. All driveways, walks, and loading areas shall be paved with concrete, asphalt, or other hard-surface material. All parking areas shall be maintained in good order and condition. No street parking shall be permitted.

12. Fencing. No fencing shall be erected until the plans have been submitted and approved as hereinabove noted.

Fencing shall be required for the screening of any stored materials. This screening shall be harmonious with other development within the Industrial Park.

13. Changes and Alterations. Orangeburg County reserves the right in its sole discretion to release in whole or in part any restriction, covenant, or reservation hereunder and further reserves the right in its discretion to modify in whole or in part any provision herein, to add any additional provisions or restrictions that are consistent or not with the above and further to waive any restriction

or reservation hereunder as to any owner of property within the Orangeburg County Industrial Park.

14. Right to Repurchase. In the event any owner desires to sell property subject to these covenants with its improvements, if any, it shall be offered for sale to the County of Orangeburg at the same price at which it is about to be sold. The County of Orangeburg shall have thirty (30) days within which to exercise its option to purchase the property. Should it fail or refuse (within the 30 days after receipt of sworn notice setting forth the price and terms at which the said property is about to be sold), to exercise its option to purchase the property at the price and under the terms and conditions which is about to be sold then the owner of said property shall have the right to sell subject to all the covenants and limitations contained herein.

COUNTY OF ORANGEBURG

In the presence of:

By _____
Chairman

Attest: _____
Clerk

STATE OF SOUTH CAROLINA,
COUNTY OF ORANGEBURG.

Personally appeared before me _____ who being duly sworn says that he saw the within named County of Orangeburg, by Vernon Ott, Jr., its Chairman, and attested by Susan L. Matthews, its Clerk, sign, seal and as its act and deed deliver the within written Restrictive Covenants, and that deponent with _____ witnessed the execution thereof.

SWORN to before me this _____
day of _____, 19 ____.

(SEAL) _____
Notary Public, S.C.

My Commission Expires: _____



U.S. Department
of Transportation
**Federal Aviation
Administration**

DEC 15 1988

ATLANTA AIRPORTS DISTRICT OFFICE
Suite 310
3420 Norman Berry Drive
Hapeville, Georgia 30354

The Honorable E. O. Pendarvis
Mayor of Orangeburg
P.O. Drawer 387
Orangeburg, SC 29116-0387

Dear Mayor Pendarvis:

This is in response to the request from Mr. Reese Early dated June 30, 1988, for release of 4.34 acres of land located on the Orangeburg Municipal Airport, Orangeburg, South Carolina.

We have determined that this property is no longer needed for aeronautical purposes, and therefore, the City of Orangeburg is hereby released from the terms and conditions of the following grant agreements, insofar as said agreements affect the enclosed Exhibit "A":

ADAP 5-45-0045-01
5-45-0045-02

AIP 3-45-0045-01

The following provisions must be included in any deed of conveyance for the parcels described in the enclosed Exhibit "A":

1. That the City of Orangeburg reserves unto itself, its successors and assigns, for the use and benefit of the public a right to flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Orangeburg Municipal Airport.
2. That the Grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the hereinafter described real property not to exceed an elevation of 360 feet above mean sea level.
3. That the Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or taking off of aircraft at the Orangeburg Municipal Airport or otherwise constitute an airport hazard.

4. That the City of Orangeburg agrees to reimburse the Federal Aviation Administration, within thirty days of the date of the sale of the property described herein, ninety percent of the proceeds from the sale of the 3.58 acres acquired under ADAP Project -01 and eighty percent of the proceeds from the sale of the 0.76 acres acquired under ADAP Project -02, based on an appraisal current at the time of the sale. The check for reimbursement will be made to the Federal Aviation Administration.

The Airport Layout Plan and the Exhibit "A" for all active and future federal aid projects should be revised to reflect the new airport boundaries.

This letter is being transmitted in duplicate. In the space below, please indicate your acceptance of this Letter of Release by the execution and return of one copy to this office.

Sincerely,


Samuel F. Austin
Manager

Enclosure

Accepted this 21st day of December, 1988.


Title: Mayor, City of Orangeburg, South Carolina

EXHIBIT "A"

All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being in School District No. 5, County of Orangeburg, State of South Carolina, containing 4.34 acres and being set forth and shown as Parcel A on a plat 10.87 acres prepared for Orangeburg County Development Commission by Edisto Surveyors, Inc., approved by A. R. Parler, Jr., R.L.S. dated November 1, 1988, and having the following boundaries and measurements: North by property of the City of Orangeburg, 265.16 feet; East by Parcel B on said plat, 693.13 feet; South by property of Greenwood Mills, 293.87 feet, and West by property of the City of Orangeburg, 700 feet.

AN ORDINANCE TO PROVIDE FOR THE NOMINATION, APPOINTMENT
AND ELECTION OF THE MEMBERSHIP OF THE BOARDS AND
COMMISSIONS OF THE CITY OF ORANGEBURG

WHEREAS, the City of Orangeburg recognizes that it is in its best interest that the membership of its Boards and Commissions represent all segments of the population of the City of Orangeburg, now, therefore,

BE IT ORDAINED by the City Council, duly assembled, that the Code of Ordinances of the City of Orangeburg, State of South Carolina, Chapter 2 is hereby amended by adding a new section, to be numbered Section 2-36, which section shall read as follows:

"Section 2-36. Nomination, appointment and election of members to boards and commissions.

(A) The appointment or election of members to all boards and commissions composed solely of residents of the City of Orangeburg, under the jurisdiction and control of the City Council for the City of Orangeburg, State of South Carolina, and consisting of seven (7) or more members shall be as follows:

- (1) The membership of each board and commission shall consist of one (1) district member from each Council District and one (1) or more resident members. "District member" shall be defined as a resident of the City of Orangeburg residing in a particular council district at the time of appointment or election and during incumbency. "Resident member" shall be defined as a resident of the City of Orangeburg at the time of appointment or election and during incumbency.
- (2) The term of each district member shall expire on the third (3rd) Tuesday of January of the year following the expiration of the council member's term from the district which said member represents. The term of a resident member shall expire on the third (3rd) Tuesday of January following the expiration of the Mayor's term of office.

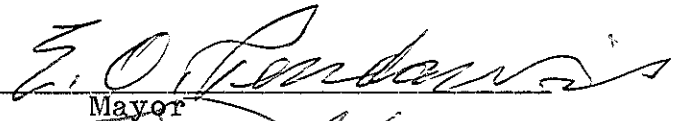
(3) To implement this procedure and the resulting terms of office, the first three (3) vacancies on each board or commission occurring during all odd numbered calendar years shall be filled by district members from Council Districts 2, 4 and 6; the next three (3) vacancies occurring during said odd numbered calendar years shall be filled by district members from Council Districts 1, 3 and 5; the first three (3) vacancies on each board or commission occurring during all even numbered calendar years shall be filled by district members from Council Districts 1, 3 and 5; the next three (3) vacancies on each board or commission occurring during even numbered calendar years shall be filled by district members from Council Districts 2, 4 and 6. Notwithstanding, at no time shall there be more than one (1) district member on any board or commission from any one council district. All other vacancies occurring during said calendar years shall be filled by resident members. Once a vacancy has been filled by a district member, that position shall continue to be filled by a district member from said council district.

(B) The appointment or election of members to all boards and commissions composed of both residents and non-residents of the City of Orangeburg, under the jurisdiction and control of the City Council for the City of Orangeburg, State of South Carolina, and consisting of seven (7) or more members shall be as follows:


- (1) The membership of each board and commission shall consist of at least one (1) member appointed by the mayor and at least one (1) member appointed by each council member.
- (2) The term of each member appointed by a council member shall expire on the third (3rd) Tuesday of January of the year following the expiration of the council member's term who made said appointment and the term of any member appointed by the mayor shall expire on the third (3rd) Tuesday of January following the expiration of the mayor's term of office.
- (3) To implement this procedure and the resulting terms of office, the first three (3) vacancies on each board or commission occurring during all odd numbered calendar years shall be filled

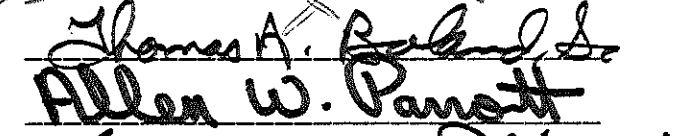
by appointments of council members from council districts 2, 4 and 6; the next three (3) vacancies occurring during said odd numbered calendar years shall be filled by appointments of council members from council districts 1, 3 and 5; the first three (3) vacancies on each board or commission occurring during all even numbered calendar years shall be filled by appointments of council members from council districts 1, 3 and 5; the next three (3) vacancies on each board or commission occurring during even numbered calendar years shall be filled by appointments by council members from council districts 2, 4 and 6. Notwithstanding, at no time shall any council member be entitled to have more than one (1) member serving on any board or commission as a result of his appointment. All other vacancies occurring during said calendar years shall be filled by appointments of the mayor. Once a vacancy has been filled by an appointment of the mayor or of a council member, that position shall continue to be filled by appointments of said mayor and council member.

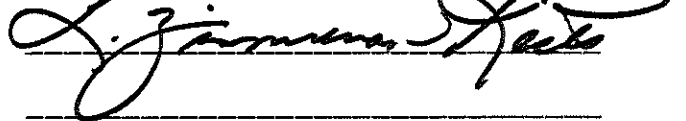
DONE AND RATIFIED by the City Council of the City of Orangeburg, State of South Carolina, this 4th day of April, 1989.



Mayor



James A. Beard


Allen W. Parrott


L. James Hester

Members of City Council

ATTESTED: 

City Clerk

AN ORDINANCE TO INCREASE THE MEMBERSHIP OF THE
BOARD OF ADJUSTMENTS, AVIATION
COMMISSION, PLANNING COMMISSION AND INDUSTRIAL
COMMISSION OF THE CITY OF ORANGEBURG

BE IT ORDAINED by the City Council, duly assembled, that the Code of Ordinances for the City of Orangeburg, State of South Carolina, shall be amended to read as follows:

"Section 29-22. Board of Adjustment - Established; membership; appointment; term; vacancies. A board of adjustment of residents of the City is hereby established to consist of seven (7) members, to be appointed by the City Council, all of whom shall serve without compensation. Vacancies shall be filled by the City Council for the unexpired term of any member whose term becomes vacant and any member shall be removed by City Council for causes upon written charges and after public hearing."

Section 2 of Ordinance Number 1985- 12 is hereby amended to read as follows: "Section 2. The powers and duties of the Commission shall be exercised and performed by a Commission, which shall consist of seven (7) individuals appointed by the City Council of the City of Orangeburg. Each member of the Commission shall be a qualified elector of the County of Orangeburg at the time of appointment and during incumbency.

"Section 19-1. Created; Membership. A planning commission for the City of Orangeburg and its environs, with the jurisdictions, powers and duties as set forth in Article 5, Chapter 23, 1976 Code of Laws of South Carolina, as amended, is hereby created. The commission shall consist of eight (8) members, seven (7) of whom shall be residents of the City of Orangeburg and appointed by the City Council,

and the eighth member shall be the County Administrator (or other head of the governing body) of Orangeburg County."

That Section 6-6 of Ordinance Number 1987- 17 shall be amended to read as follows: "Section 6-6. Terms of Office. The members of the Commission shall be appointed for the term of four (4) years. The first Commission shall serve until January 1, 1991; thereafter, appointments shall be made as of the third (3rd) Tuesday in January of each calendar year. The Council shall have the authority to reappoint members."

DONE AND RATIFIED by the City Council of the City of Orangeburg, State of South Carolina, this 4th day of April, 1989.

E. C. Pardavani
Mayor
James A. Baland Jr.
L. Zimmerman Reed
Allen W. Parrott

Members of City Council

ATTESTED:

[Signature]
City Clerk

AN ORDINANCE TO ANNEX THE PROPERTY OF ROBERT E. GRESSETTE CONTAINING 19.98 ACRES INTO THE CORPORATE LIMITS OF THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA.

WHEREAS, The City of Orangeburg has received a petition requesting annexation signed by the sole owner of the within described property, Robert E. Gressette, and

WHEREAS, The City Council of the City of Orangeburg has, by motion, accepted the petition to annex the said area; now, therefore,

BE IT ORDAINED by the Mayor and Councilmen of the City of Orangeburg, in Council duly assembled and by authority of the same;

Section 1. That the area be, and it hereby is, annexed to the City of Orangeburg, as provided by the laws of the State of South Carolina, the said area being more particularly described as follows:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN ORANGEBURG COUNTY, STATE OF SOUTH CAROLINA, BOUNDED AND MEASURING AS FOLLOWS: ON THE NORTHWEST BY PROPERTY OF PINE TOP OF ORANGEBURG, INC., MEASURING ONE THOUSAND FOUR HUNDRED AND NINETY THREE (1,493) FEET, MORE OR LESS; ON THE NORTHEAST BY PROPERTY OF ROBERT E. GRESSETTE AND THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION (HILLSBORO NW) MEASURING TWO HUNDRED AND EIGHTY FOUR (284) FEET, MORE OR LESS, AGAIN ON THE NORTHWEST BY PROPERTY OF THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION (HILLSBORO NW) MEASURING ONE HUNDRED AND FORTY THREE (143) FEET, MORE OR LESS; AGAIN ON THE NORTHEAST BY PROPERTY OF ROBERT E. GRESSETTE MEASURING TWO HUNDRED AND TWENTY FIVE (225) FEET, MORE OR LESS; ON THE SOUTHEAST BY PROPERTY OF HUBERT L. SHULER, JR., DILYS J. BACK, FIRST UNION NATIONAL BANK, JACOB C. SHULER AND THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION (RIVERSIDE NW) MEASURING ONE THOUSAND SEVEN HUNDRED AND THIRTY (1,730) FEET, MORE OR LESS; AND ON THE SOUTHWEST BY PROPERTY OF ROBERT E. GRESSETTE, RAYMEL M. HARLEY AND PEARL A. TOURVILLE MEASURING ONE THOUSAND AND TWENTY FIVE (1,025) FEET, MORE OR LESS; AGAIN ON THE NORTHWEST BY PROPERTY OF THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION (RIVERSIDE NW) MEASURING SIXTY TWO (62) FEET; AND AGAIN ON THE NORTHEAST BY PROPERTY OF PINE TOP OF ORANGEBURG, INC., MEASURING FIVE HUNDRED AND SEVEN (507) FEET, MORE OR LESS.

Section 2. Upon passage of said Ordinance annexing the above described property, the City Administrator is hereby directed to submit said annexation to the Department of Justice for approval under the Voting Rights Act of 1982.

PASSED by the City Council of the City of Orangeburg, State of South Carolina this 4th day of April, 1989.

E. O. Pemberton
MAYOR

Paul Hair

Sammy Brinson

Thomas A. Boland

L. Jimman Kent

Sammy Brinson

Lu Kelly Alley
COUNCIL MEMBERS

ATTEST:

[Signature]
CITY CLERK

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A 50-FOOT EASEMENT TO MOSLER, INC., BEING SET FORTH AND SHOWN ON A COMPILED PLAT PREPARED FOR ORANGEBURG CITY-COUNTY AIRPORT BY NIVENS ENGINEERING, INC., DATED OCTOBER 23, 1984, REVISED NOVEMBER 11, 1984, APPROVED BY KIRK N. NIVENS, JR., R.L.S., SAID EASEMENT RUNNING FROM THE SOUTHERN RAILROAD IN A WESTERLY DIRECTION ACROSS THE SOUTHERNMOST PORTION OF PARCEL B ON SAID PLAT TO LOT A ON SAID PLAT

WHEREAS, The City of Orangeburg conveyed certain properties to the County of Orangeburg by deed dated February 12, 1985 and recorded in the RMC office for the County of Orangeburg, State of South Carolina in Deed Book 502 at page 583, and

WHEREAS, the City of Orangeburg in said deed reserved a 50-foot easement for ingress and egress to Lot A on the above mentioned plat, said easement being located at the southernmost end of Parcel B, and

WHEREAS, the County of Orangeburg conveyed certain properties to the City of Orangeburg by deed dated February 13, 1985 and recorded in said RMC office in Deed Book 502 at page 563, and

WHEREAS, the County of Orangeburg reserved in said deed the right to remove pea gravel from Lots B and C as set forth and shown on the above mentioned plat and also reserved certain easements and rights-of-way to accomplish said purpose, and

WHEREAS, any additional removal of pea gravel from the properties of the City of Orangeburg would adversely affect the beneficial use of the City's property, and

WHEREAS, the purpose of reserving the above described easements and rights-of-way was to give the County of Orangeburg access to Lots B and C on said plat for the purpose of removing pea gravel, and

WHEREAS, the County of Orangeburg has requested that the City of Orangeburg by conveyance to Mosler, Inc.

relinquish and abandon its 50-foot easement as described hereinbelow, now, therefore,

BE IT ORDAINED by the Mayor and Council of the City of Orangeburg, in Council duly assembled and by the authority of same, that the City of Orangeburg convey by limited warranty deed, all of its right, title and interest in and to the below described easement; provided, that the County of Orangeburg relinquish all of its right, title and interest in pea gravel located on Lots B and C described hereinbelow, the right of removal thereof, and all easements and rights-of-way reserved for said purpose.

BE IT FURTHER ORDAINED that the Mayor of the City of Orangeburg is hereby authorized to execute a limited warranty deed conveying all right, title and interest in and to the below described easement to Mosler, Inc.

Description of easement:

All that certain easement or right-of-way being 50 feet in width and set forth and shown on a plat compiled for Orangeburg City-County Airport by Nivens Engineering, approved by Kirk N. Nivens, Jr., R.L.S., dated October 23, 1984, revised November 11, 1984, and running in a westerly direction from the Southern Railroad for a distance of 880 feet to Lot A on the above described plat, and crossing the southernmost portion of Parcel B on said plat.

Description of Lots B and C:

All those certain pieces, parcels or tracts of land situate, lying and being in Orange Township, School District 5 (outside), and being set forth and shown as Lots B and C on a plat of the Orangeburg City-County Airport prepared by Nivens Engineering, Inc., approved by Kirk N. Nivens, Jr., R.L.S., dated October 23, 1984, revised November 11, 1984, and individually having the following boundaries:

Lot B, containing 67.556 acres: North by Tract 1 on said plat, East by Parcel A on said, Southeast and Southwest by Parcel C on said plat, and on the West by the run of the Edisto River.

Lot C, containing 11.255 acres and being triangular in shape: North by Lot B on said plat, East by Parcel A on said plat, and Southwest by Parcel C on said plat.

PASSED by the City Council of the City of
Orangeburg, State of South Carolina, this 13th day of
April, 1989.

E. D. Pendergrass
Mayor

James Haire
James Haire
James Haire
James Haire
James Haire
James Haire

Members of City Council

ATTESTED:

[Signature]
City Clerk

ORDINANCE NO. 1989 -7

AN ORDINANCE TO ANNEX THE PROPERTY OF SHERWIN GLASS (FARMERS FURNITURE) CONTAINING 1.09 ACRES INTO THE CORPORATE LIMITS OF THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA.

WHEREAS, The City of Orangeburg has received a petition requesting annexation signed by the sole owner of the within described property, Sherwin Glass, and

WHEREAS, The City Council of the City of Orangeburg has, by motion, accepted the petition to annex the said area; now, therefore,

BE IT ORDAINED by the Mayor and Councilmen of the City of Orangeburg, in Council duly assembled and by authority of the same;

Section 1: That the area be, and it hereby is, annexed to the City of Orangeburg, as provided by the laws of the State of South Carolina, the said area being more particularly described as follows:

All that certain piece, parcel or tract of land situate, lying and being near the City of Orangeburg, Orangeburg County, South Carolina, more particularly shown and delineated on a plat of 73,697.5 square feet prepared for Rudolf Kanheiser by Donald J. Smith, Inc., approved by Donald J. Smith, R.L.S., dated June 24, 1988, and recorded in the office of the R.M.C. for Orangeburg County in Plat Book 67S, Page 461, and being shown thereon as being bounded generally on the north by U. S. Highway 301 and an irregular line for a distance of 389.3 feet; on the east by property now or formerly of Joshi for a total distance of 170.06 feet; on the south by Georgia investors for a distance of 303.54 feet; and on the west by other property of Kanheiser for a distance of 290.69 feet. This is the same property conveyed to Sherwin Glass by Rudolf Kanheiser by deed dated August 16, 1988, and recorded August 17, 1988, in the office of the R.M.C. for Orangeburg County in Deed Book 538, Page 747.


SAVE AND EXCEPT: All those certain parcels shown on the attached sketch as being within the city limits of Orangeburg, South Carolina, (26,090 square feet).


Section 2: Upon passage of said Ordinance annexing the above described property, the City Administrator is hereby directed to submit said annexation to the Department of Justice for approval under the Voting Rights Act of 1982.

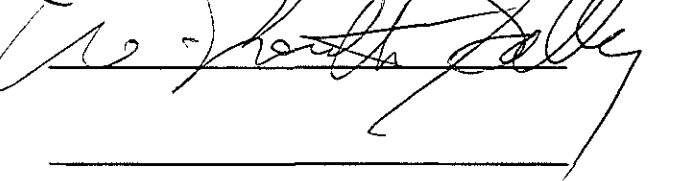
PASSED by the City Council of the City of Orangeburg, State
of South Carolina this 1st day of August, 1989.



Mayor







Members of Council

ATTEST:



City Clerk

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 1990

BE IT ORDAINED by the Mayor and Council Members of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same:

SECTION 1. In accordance with Section 5-7-260 of the 1976 Code of Laws of South Carolina, and Council shall act by ordinance to adopt budgets, levy taxes, and collect all other income sources available to the city pursuant to public notice.

SECTION 2. That the prepared budget for the fiscal year October 1, 1989-September 30, 1990, and the estimated revenue for payment of same is hereby adopted.

SECTION 3. That a tax to cover the period from the First day of January, 1989 to the Thirty-first day of December, 1989, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of the City of Orangeburg for the use and service thereof; i.e., a tax of 56 mills be and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, S.C., except as such which is exempt from taxation by law.

SECTION 4. Tax levied under this ordinance shall be due and payable at the office of the City Clerk and Treasurer, in the Municipal Building of the City of Orangeburg, S.C., from the First day of November, 1989 until the Fifteenth day of January, 1990, from the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday, Saturdays and Sundays excepted.

SECTION 5. On January 16, 1990, a penalty of fifteen (15) percent shall be added on all unpaid taxes. The City Clerk and Treasurer shall on March 17, 1990 place all delinquent properties in execution by Section 24-11, as amended, of the Code of Ordinance of the City of Orangeburg.

SECTION 6. A sanitation fee of \$.90 per cubic yard shall be imposed for the collection of refuse from commercial containers. To be payable according to rules and regulations to be adopted by council.

SECTION 7. If for any reason any sentence, clause of provisions of this ordinance shall be declared invalid, such shall not affect the remaining provisions thereof.

DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA IN COUNCIL ASSEMBLED THIS 19th DAY OF SEPTEMBER 1989.

E. O. Pendleton's
MAYOR

James Haise
Thomas B. Baker, Jr.
Allen W. Garret
L. Zimmerman Keitt
Henry S. Thomas
W. Paul S. Kelly

MEMBERS OF COUNCIL

ATTEST:
[Signature]
CITY CLERK

ORDINANCE NO. 1989-9

AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 18th DAY OF MAY, 1954, FOR THE PURPOSE OF REGULATING AND RESTRICTING WITHIN THE CORPORATE LIMITS OF ORANGEBURG, SOUTH CAROLINA, THE HEIGHT, NUMBER OF STORIES, AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOT THAT MAY BE OCCUPIED, THE SIZE OF YARDS, COURTS, AND OTHER OPEN SPACES, THE DENSITY OF POPULATION AND THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Orangeburg, in Council assembled, and by authority of same: That portion of the above ordinance entitled "Section 3, ESTABLISHMENT OF ZONING DISTRICTS" be amended to make the following change in district classification:

Change from "A-2 Residential" to "B-1 Business" all that certain block of land situate, lying and being inside the City Limits of Orangeburg, South Carolina, and being bounded as follows: on the northeast by Rowe SE measuring four hundred and forty one (441) feet, more or less, on the southeast by Sellers SE measuring three hundred and forty three (343) feet, more or less, on the southwest by Hartzog SE measuring four hundred and twenty four (424) feet, more or less, and on the northwest by Glover SE measuring three hundred and ninety (390) feet, more or less.

PASSED BY the City Council of Orangeburg, South Carolina, this the 3rd day of October, 1989

Martin C. Thompson
MAYOR

James W. Rhee

W. Keith Selby

L. J. Hammond

Harold W. Moore

Allen W. Parrott

Samuel Haire
CITY COUNCIL

ATTEST:

[Signature]
CITY CLERK

AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 18th DAY OF MAY, 1954, FOR THE PURPOSE OF REGULATING AND RESTRICTING WITHIN THE CORPORATE LIMITS OF ORANGEBURG, SOUTH CAROLINA, THE HEIGHT, NUMBER OF STORIES, AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOT THAT MAY BE OCCUPIED, THE SIZE OF YARDS, COURTS, AND OTHER OPEN SPACES, THE DENSITY OF POPULATION AND THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Orangeburg, in Council assembled, and by authority of same: That portion of the above ordinance entitled "Section 3, ESTABLISHMENT OF ZONING DISTRICTS" be amended to make the following change in district classification:

Classify as "A-1 Residential" all that certain tract of land situate, lying and being inside the City Limits of Orangeburg, South Carolina, and being bounded as follows: on the northwest by property of Pine Top of Orangeburg, Inc., measuring one thousand four hundred and ninety three (1,493) feet, more or less, on the northeast by property of Robert E. Gressette and the South Carolina Department of Highways and Public Transportation (Hillsboro NW) measuring two hundred and eighty four (284) feet, more or less, again on the northwest by property of the South Carolina Department of Highways and Public Transportation (Hillsboro NW) measuring one hundred and forty three (143) feet, more or less, again on the northeast by property of Robert E. Gressette, measuring two hundred and twenty five (225) feet, more or less, on the southeast by property of Hubert L. Shuler, Jr., Dilys J. Back, First Union National Bank, Jacob C. Shuler and the South Carolina Department of Highways and Public Transportation (Riverside NW) measuring one thousand seven hundred and thirty (1,730) feet, more or less and on the southwest by property of Robert E. Gressette, Raymel M. Harley and Pearl A. Tourville measuring one thousand and twenty five (1,025) feet, more or less, again on the northwest by property of the South Carolina Department of Highways and Public Transportation (Riverside NW) measuring sixty two (62) feet, more or less, and again on the northeast by property of Pine Top of Orangeburg, Inc., measuring five hundred and seven (507) feet, more or less.

PASSED BY the City Council of the City of Orangeburg, South Carolina, this the 3rd day of October, 1989.

Martin C. Cheatham
MAYOR

James H. Roney
W. Kerith Selley

L. Zimmerman
Allen W. Parrott

Bernard Hane
William F. Moore
CITY COUNCIL

ATTEST:

[Signature]
CITY CLERK

ORDINANCE NO. 1989-11

AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 18th DAY OF MAY, 1954, FOR THE PURPOSE OF REGULATING AND RESTRICTING WITHIN THE CORPORATE LIMITS OF ORANGEBURG, SOUTH CAROLINA, THE HEIGHT, NUMBER OF STORIES, AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOT THAT MAY BE OCCUPIED, THE SIZE OF YARDS, COURTS, AND OTHER OPEN SPACES, THE DENSITY OF POPULATION AND THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Orangeburg, in Council assembled, and by authority of same: That portion of the above ordinance entitled "Section 3, ESTABLISHMENT OF ZONING DISTRICTS" be amended to make the following change in district classification:

Change from "A-2 Residential" to "B-1 Business" all that certain parcel of land situate, lying and being inside the City Limits of Orangeburg, South Carolina, and being bounded as follows: on the northeast by the City Limits measuring one hundred and thirty five (135) feet, more or less, on the northwest by the City Limits measuring twenty seven (27) feet, more or less, again on the northeast by the City Limits measuring eighty eight (88) feet, more or less, on the southeast by property of Lisa Cecchini measuring fifty (50) feet, more or less, again on the northeast by property of Lisa Cecchini measuring seventy (70) feet, more or less, on the south by Whitman SE measuring sixty five (65) feet, more or less, on the southwest by property of Robert O. Stokes measuring two hundred and fifty five (255) feet, more or less, again on the northwest by property of C. I. Green Heirs, c/o James L. Wilson measuring forty (40) feet, more or less, and by the City Limits measuring thirty (30) feet, more or less.

PASSED BY the City Council of Orangeburg, South Carolina, this the 3rd day of October, 1989

Martin C. Cheatham
MAYOR

Judge W. R. Roney

W. Sherida Kelly

L. Zimmerman

Marion F. Moon

Allan W. Parrott

James Haire
CITY COUNCIL

ATTEST:

[Signature]
CITY CLERK

ORDINANCE NO. 89-12

AN ORDINANCE TO AMEND SECTION 16-19, CHAPTER 16 OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA ENTITLED "LOITERING; DEFINITIONS; PROHIBITED." BY AMENDING PARAGRAPHS (b) AND (f) OF SAID SECTION AND ADDING NEW PARAGRAPHS (g) AND (h).

BE IT ORDAINED by Council duly assembled that Paragraphs (b) and (f) of Section 16-19, Chapter 16, of the Code of Ordinances of the City of Orangeburg, State of South Carolina, is hereby amended and after amendment shall read as follows:

"(b) It shall be unlawful for any person to loiter as hereinafter defined, in, on or about any place, public or private, when such loitering is accompanied by activity or is under circumstances that afford probable cause for alarm or concern for the safety and well-being of persons or for the security of property in the surrounding area. Unless flight by the actor or other circumstances make it impractical, a police officer shall prior to any arrest for an offense under this section afford the actor an opportunity to dispel any alarm or concern which would otherwise be warranted, by requesting him to identify himself and explain his presence and conduct. No person shall be convicted of an offense under this section if the police officer did not comply with the preceding sentence, or if it appears at trial that the explanation given by the actor was true and, if believed by the peace officer at the time, would have dispelled the alarm.

(f) Without limitation, the following activities and circumstances may be considered in determining probable cause for alarm or concern:

- (1) The flight of a person upon the appearance of a police officer;
- (2) A person refuses to identify himself;
- (3) Attempted concealment by a person upon the appearance of a police officer;

(4) The systematic checking by a person of doors, windows, or other means of access to buildings, houses or vehicles;

(5) If on private property, the continued refusal of a person to leave such private property when requested to do so by the owner, manager, proprietor, agent of the owner, or lessee of such property;

(6) The sleeping or living by a person in any motor vehicle or trailer, located on a street, sidewalk, alleyway, park or other public property; and

(7) The sleeping of any person on a street, sidewalk, alleyway, park or other public property."

BE IT FURTHER ORDAINED that new Paragraphs (g) and (h) are hereby added and shall read as follows:

"(g) (a) It shall be unlawful for any person to loiter either alone and/or in consort with others in a public place in such manner so as to:

(1) Obstruct any public street, public highway, public sidewalk or any other public place or building by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians.

(2) Commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or any other public place or building, all of which prevents the free and uninterrupted ingress, egress, and regress, therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this subsection (a) herein, a police officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders shall be guilty of a violation of the ordinance.

(h) Any person who violates any of the provisions of this section shall be subject to a fine not exceeding Two Hundred and no/100 (\$200.00) Dollars or by imprisonment not exceeding thirty (30) days. Any such violation shall constitute a separate offense on each successive day continued.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 7th day of November, 1989.

Martin E. Cheatham
Mayor

James H. Hays

Marion F. Moore

L. Zimmerman Keith

Robert H. Kelly

James W. Plepeaf

Members of Council

ATTEST:

[Signature]
City Clerk

AN ORDINANCE AUTHORIZING THE LEASE OF A LOT LOCATED AT THE ORANGEBURG MUNICIPAL AIRPORT TO THE STATE FORESTRY COMMISSION, A COMMISSION OF THE STATE OF SOUTH CAROLINA, FOR A PERIOD OF FIVE (5) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE (5) YEARS, FOR THE PURPOSE OF CONSTRUCTION OF AN AIRCRAFT HANGER THEREON WITH ANY NECESSARY ACCESSORY IMPROVEMENTS.

WHEREAS, the City of Orangeburg Airport Commission has approved the lease of certain properties to the State Forestry Commission, a Commission of the State of South Carolina, for the purpose of construction of an aircraft hangar and any necessary accessory improvements thereto, and

WHEREAS, the said Airport Commission has requested that said Lease be approved by the City Council of the City of Orangeburg, now, therefore,

BE IT ORDAINED by the City Council of the City of Orangeburg, State of South Carolina, duly assembled that Rev. W. J. Baxter, Chairman of the City of Orangeburg Airport Commission, is hereby authorized to enter into a Lease Agreement with the State Forestry Commission, a Commission of the State of South Carolina, leasing the below described property to said party for a period of five (5) years, with an option to renew for an additional five (5) years for the purpose of constructing an aircraft hangar and necessary accessory improvements thereon. The terms and conditions of said Lease Agreement are set forth and shown on the Lease Agreement attached to this Ordinance and made a part hereof by reference.

BE IT FURTHER ORDAINED that said Lease Agreement shall not be executed until the conditions and provisions thereof and the location of the leased premises are approved by the Federal Aviation Administration and the South Carolina Aviation Administration.

Description of property:

All that certain piece, parcel or lot of land, situate, lying and being in the City of Orangeburg, School District 5, County of Orangeburg, State of South Carolina, and located on the Municipal Airport property and set forth and shown on a sketch thereof dated August 29, 1989 and being surrounded on all sides by other property of the City of Orangeburg and measuring on all sides 60 feet.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 21st day of November, 1989.

Mark C. Chatham
Mayor

Sam Haire

Jasper W. Pless

W. Keith Kelly

L. James Keith

Members of Council

ATTEST:

[Signature]
City Clerk

AN ORDINANCE AUTHORIZING THE LEASE OF A LOT LOCATED AT THE ORANGEBURG MUNICIPAL AIRPORT TO BELK HUDSON COMPANY OF ORANGEBURG, SC, INCORPORATED, FOR A PERIOD OF FIVE (5) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE (5) YEARS, FOR THE PURPOSE OF CONSTRUCTION OF AN AIRCRAFT HANGER THEREON WITH ANY NECESSARY ACCESSORY IMPROVEMENTS.

WHEREAS, the City of Orangeburg Airport Commission has approved the lease of certain properties to Belk Hudson Company of Orangeburg, SC, Incorporated, for the purpose of construction of an aircraft hangar and any necessary accessory improvements thereto, and

WHEREAS, the said Airport Commission has requested that said Lease be approved by the City Council of the City of Orangeburg, now, therefore,

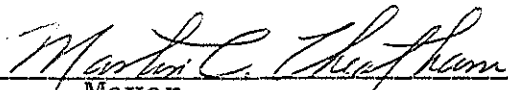
BE IT ORDAINED by the City Council of the City of Orangeburg, State of South Carolina, duly assembled that Reve. W. J. Baxter, Chairman of the City of Orangeburg Airport Commission, is hereby authorized to enter into a Lease Agreement with Belk Hudson Company of Orangeburg, SC, Incorporated, leasing the below described property to said party for a period of five (5) years, with an option to renew for an additional five (5) years for the purpose of constructing an aircraft hangar and necessary accessory improvements thereon. The terms and conditions of said Lease Agreement are set forth and shown on the Lease Agreement attached to this Ordinance and made a part hereof by reference.

BE IT FURTHER ORDAINED that said Lease Agreement shall not be executed until the conditions and provisions thereof and the location of the leased premises are approved by the Federal Aviation Administration and the South Carolina Aviation Administration.

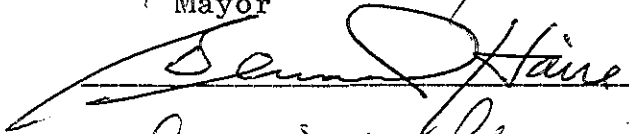
Description of property:

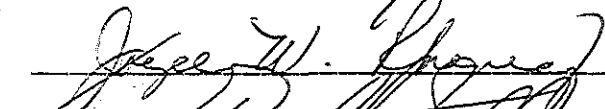
All that certain piece, parcel or lot of land, situate, lying and being in the City of Orangeburg, School District 5, County of Orangeburg, State of South Carolina, and located on the Municipal Airport property and set forth and shown on a sketch thereof dated August 29, 1989 and being surrounded on all sides by other property of the City of Orangeburg and measuring on all sides 65 feet.

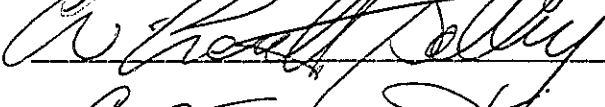
DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 21st day of November, 1989.

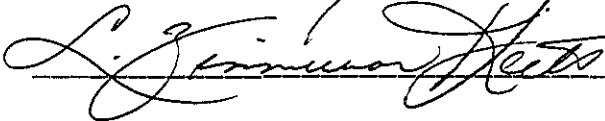


Mayor



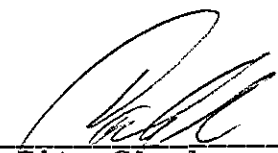






Members of Council

ATTEST:



City Clerk

ORDINANCE AUTHORIZING THE SALE OF A LOT
MEASURING 13 FEET BY 49.5 FEET LOCATED IN THE CITY
OF ORANGEBURG, COUNTY OF ORANGEBURG, STATE OF SOUTH
CAROLINA, NEAR BROUGHTON STREET TO WILLIAM P. WISE AND
ANN S. WISE FOR THE CONSIDERATION OF \$682.00

WHEREAS, William P. Wise and Ann S. Wise are the present owners of a business known as Bill Wise Printers located on Broughton Street in the City of Orangeburg, State of South Carolina, and

WHEREAS, the said parties wish to enlarge their business premises and need additional land located to the rear of their present location on Broughton Street in the City of Orangeburg, State of South Carolina, and

WHEREAS, the City of Orangeburg wishes to encourage the expansion of businesses within said City,

NOW, THEREFORE, BE IT ORDAINED by City Council, duly assembled, that the below described property be sold to William P. Wise and Ann S. Wise for the total consideration of Six Hundred Eighty-two and no/100 (\$682.00) Dollars and that L. Hugh Smith, City Administrator, is hereby authorized to execute a limited warranty deed to said parties. The purchasers, William P. Wise and Ann S. Wise, shall pay all costs associated with said conveyance, including without limitation, documentary stamps, recording fees and deed preparation.

Description of property:

All that certain piece, parcel or lot of land situate, lying and being in the City of Orangeburg, School District 5, County of Orangeburg, State of South Carolina, and having the following boundaries and measurements: Northeast by property of the City of Orangeburg, 49.5 feet, more or less; Southeast by property now or formerly of Ray D. Gardner, 13 feet; Southwest by property of William P. Wise, et ux, 49.5 feet, and Northwest by property of Agnes Dibble Morris and the City of Orangeburg, 13 feet.

ADOPTED this 19th day of December, 1989.

Martin C. Cheatham
Mayor

James H. Hain
L. B. ...
G. ...
James W. ...
Walter F. ...

Members of Council

ATTEST:

[Signature]
City Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

LEASE AGREEMENT
FIXED BASED OPERATOR

THIS AGREEMENT made and entered into this 7th day of April, ¹⁹⁸⁹~~1988~~, by the City of Orangeburg, hereinafter referred to as "Owner" and Patricia B. Rhudy, hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, the Owner owns the Orangeburg Municipal Airport which is in the City of Orangeburg, South Carolina, and

WHEREAS, the Operator desires to lease a portion of said airport premises and facilities (for the uses and purposes hereinafter mentioned) which said portion is hereby described on Airport Layout Plan dated January 11, 1988, which is attached hereto and made a part hereof of this contractual agreement. All cross hatched property and improvements on this plan shall be so designated as the area under lease to the Operator by the agreement.

NOW THEREFORE, for the mutual considerations as herein stated, the Owner, subject to the terms and provisions set out below herein does hereby demise and lease to the Operator, and the Operator, subject to the terms and provisions set out below, does hereby hire and rent from the Owner all that portion of the said airport herein described upon the following terms and conditions and for only the uses and purposes as set out herein for the purpose of conducting the business of a fixed base operation and for no other purpose.

1. It is mutually agreed by the party hereto that the leased premises shall be used for the purpose of operating a general flying service of high standards. The Operator will provide for storage, servicing of transient and local aircraft, gas and oil sales, tie-down service and other sales and services associated with the operation of a fixed base operation business at the above named airport. The Operator may also provide flight schools, charter service and airplane sales. The Operator shall work in consort with other organizations and/or individuals maintaining similar business on the airport property.

2. The Operator shall furnish an FAA certified flight instructor and aircraft rentals. Aircraft rentals shall include a minimum of two aircrafts, one of which shall be equipped for pilot training, and both shall have two-way radios and at least one electronic navigation aid such as VOR and/or ADF radio. The Operator may also furnish supervised pleasure rides for the public.

3. The Operator hereby agrees to keep the leased airport premise and facilities open to the public according to the following schedule:

November through February, 8:00 A.M. to 6:00 P.M.;
March and October, 8:00 A.M. to 7:00 P.M.;
April through September, 8:00 A.M. to 8:00 P.M.

The leased premises shall be opened 364 days a year and shall remain closed on Christmas Day. The Operator shall, however, maintain an on call 24 hours per day fueling and hangar service. In addition, Patricia B. Rhudy, the owner of Operator, shall be physically on the leased premises during each week of operation for a minimum of forty (40) hours per week, except for four (4) weeks of vacation or sick leave approved by the City of Orangeburg Aviation Commission.

4. The Operator is granted the right to sell petroleum products for the servicing of aircraft using said airport facilities, and shall maintain the necessary equipment to store and deliver same. The Operator shall use underground storage tanks for fuel. The Operator shall maintain an adequate supply of petroleum products for sale during business hours and on an on-call basis.

5. The Operator shall be entitled to make all reasonable and necessary charges as indicated in paragraph #11 for tie-down, hangar or other services for based and transit aircraft usual and customary in the operation of an airport.

6. The Operator agrees to operate the leased premises for the use and benefit of the public and to make available to the public on fair, equitable and reasonable terms all leased airport facilities and furnish all services on a fair, equitable, honest and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service and merchandise. The Owner agrees that rates and charges for such activities, services and merchandise be fixed by the Operator, subject to the Owner's concurrence and approval of such rates and charges as to its reasonableness. In the event of disputes as to such reasonableness, it is expressly understood by the Operator that the final determination will be made by the Owner. All services offered by the Operator shall be performed with promptness and courtesy. All agents, servants and employees of the Operator shall be approved by the Owner upon recommendation of the Orangeburg Aviation Commission.

7. The Operator shall at all times keep the leased airport premises clean and free from rubbish and in a neat and presentable manner. The Operator shall be responsible for cutting the grass in the tie-down area. The Operator, at its own expense will remove from the leased premises within a reasonable time, all wrecked, dismantled or junked aircraft. The Operator or its agent will make daily inspections of the airport premises and facilities and will provide the needed equipment maintenance and report to the Owner any malfunctions or repairs which fall to their responsibility. In the event of the Operator's failure to do so, the Owner may perform such maintenance and repairs, and the cost thereof, together with an interest rate, shall be collectible as additional rent. The Operator shall enforce the rules, regulations and safety requirements as set forth by the owner in the "Airport Rules and Regulations for the Orangeburg Municipal Airport". Operator will not enforce said rules, regulations and safety requirements in the leased area of FAA licensed mechanic operation which will be their responsibility. At the termination of the Operator's occupancy of said premises, the Operator shall return the premises to the Owner in good order, ordinary wear and tear excepted. Fixtures and improvements shall remain the property of Owner.

8. The Operator shall agree to provide and maintain a radio transceiver for communication purposes with pilots and shall maintain a log of all arriving aircraft including, but not limited to: the pilot's name, aircraft type, owner's name and service desired.

9. The Owner shall pay the utility bills relating to the runway lights, windsock lights, ODAL lights, VASI lights, airport beacon and any other services agreed to by the Owner and the Operator. The Operator shall provide at its own expense, heat, lights, water, sewer and power in all buildings leased to it. In the event utility bills are not paid when due, the Owner may, at its option, pay the same and collect all amounts due from the Operator as additions rent, which shall be computed at the rate of two percentage points above the prime interest rate on the date the payment is made. The Operator shall be responsible for the normal maintenance on all furniture, fixtures, fueling equipment and structures on the premises excepting that maintenance which would be structural in nature and would involve the exterior, roof or walls or any structure under lease to the Operator by the Owner which shall then be the obligation of the Owner.

10. The Operator shall maintain a fixed based airport liability insurance policy in the limits of a minimum of One Million Combined single policy. A copy of the above cited liability insurance policy shall be filed with the Owner. The Operator shall obtain own insurance on Operator's contents. All policies of insurance obtained by Operator shall name the Owner as an additional insured.

The Operator shall save harmless the Owner from any claims or demands whatsoever for bodily injury and property damage made by any person or individual, corporation, partnership or any other organization or person whomsoever arising out of the use of the leased premises. The Operator hereby expressly agrees that the Owner shall not be responsible for any actions of the Operator. Further, the Operator agrees that the Owner shall not be responsible for any actions of the Operator or its agents, servants or employees. It is expressly understood and agreed that the Owner does not waive its immunity from suit as provided for by South Carolina law.

The Operator shall agree to carry adequate hangar keepers insurance with not more than a \$500.00 deductible amount.

The Owner shall maintain in force at all times while this lease is in effect and at its own expense, fire and extended coverage insurance in the amount equal to 90% of the actual value of the improvements on the leased premises. If the improvements are damaged in whole or part by fire or other casualty, the Owner may at its own expense promptly repair and replace the damaged improvements and during the period required for such repair or replacement, the rent shall be abated proportionately to the extent of the damage.

11. The Operator agrees to pay rentals to the Owner during the life of the lease:
 - (a) Three cents per gallon shall be charged and paid to the Owner on all fuel pumped.
 - (b) All hangar and tie-down rentals shall be paid directly to the Operator and the Operator shall pay to the Owner each month a flat rate of \$350.00 for hangar and tie-down rentals plus 75 percent of hangar and tie-down rentals above previous maximum allowed rentals shown in sub paragraph (d).
 - (c) Maximum hangar and tie-down rentals shall be as follows:
 1. \$80.00 per month for each single engine plane housed either in T-hangar or the steel storage hangar.
 - 2a. \$110.00 per month for each twin engine plane under 40 feet wing span housed either in a T-hangar or the steel storage hangar.
 - 2b. \$150.00 per month for each twin engine plane over 40 feet wing span housed either in a T-hangar or the steel storage hangar.
 3. \$15.00 per month for each tie-down of a single engine plane.
 4. \$25.00 per month for each tie-down of a twin engine plane.
 5. Transient tie-down rates shall not exceed \$5.00 per night.
 - (d) Previous maximum allowed hangar and tie-down rentals:
 1. \$40.00 per month for each single engine plane housed either in T-hangar or the steel storage hangar.
 - 2a. \$50.00 per month for each twin engine plane under 40 feet wing span housed either in a T-hangar or the steel storage hangar.
 - 2b. \$50.00 per month for each twin engine plane over 40 feet wing span housed either in a T-hangar or the steel storage hangar.
 3. \$9.00 per month for each tie-down of a single engine plane.
 4. \$20.00 per month for each tie-down of a twin engine plane.
 5. Transient tie-down rates shall not exceed \$3.00 per night.

These rates may be amended by the Operator with the approval of the Owner annually. Payments of the above rents shall be made for the previous month by the Operator on or before the 10th day of each and every month during the term of this lease.

Any capital expenditure made by the Operator shall be negotiated between the Owner and Operator prior to the expenditure being made.

12. Monthly reports shall be provided by the Operator to the Owner upon the prescribed forms by the 10th day of the month indicating gross revenues for specific items and applying the percentage thereto. The books of the Operator shall be subject to inspection by the Owner or its authorized agent at any time.

However, this provision does not in any way relieve the Operator from the obligation to pay such rentals and other sums due the Owner by the due date in accordance with the terms of this lease. The Operator shall submit promptly after the end of the fiscal year, audited financial statements prepared by an independent accounting firm, including a certified statement of gross receipts. Failure to provide such a report within three months will result in the Owner's authority to have such an audit conducted at the Operator's expense. In the event that any dispute may arise as to gross sales, rents and charges for services, it is expressly agreed between the parties hereto that the amount claimed due by the Owner shall be paid and upon such payment the dispute shall be submitted to a recognized certified public accountant agreeable to both parties and such accountant shall determine the rights of the parties hereunder conforming to standard accounting procedures. The fee due such accountant for such a determination shall be paid by the unsuccessful party or in the event the determination is partly in favor of one party and partly in favor of the other, shall be paid by each of the parties in proportion to the extent of the determination against them. The Owner shall have the right to inspect the books of the Operator at any time, and shall make such inspections to the premises and/or the financial records as they may deem appropriate.

13. The Operator must first obtain the approval of the Owner before making any major alterations or additions or improvements to or on the leased premises. All permanent improvements placed on the leased premises by the Operator shall immediately become and remain the property of the Owner.

14. This lease cannot be assigned or sublet in whole or in part without the written consent of the Owner. The Operator shall not charge any sub-lessee more than five (5%) per cent of gross sales. All sub-lessees shall be subject to all applicable terms of this lease unless otherwise agreed to in writing by both parties. In addition, the ~~Operator~~^{PAE} Operator, Patricia B. Rhudy, owning one hundred (100%) per cent of said corporation, shall not sell any interest therein without the prior written consent of the Owner.

15. The Owner is exempt from taxation and the Operator agrees to pay any taxes which may be properly assessed against him/her or its property located on the airport or arising out of business done at the airport premises.

16. The terms of this lease shall be for a period of three (3) years beginning on October 1, 1988 and ending on the 30th day of September, 1991, inclusive. Jan. 7, 1991 Ninety (90) days prior to each anniversary date, the Owner shall hold a public hearing concerning the operation of said leased premises and based upon same, at its discretion, may terminate this lease upon thirty (30) days written notice prior to the expiration of each lease year.

17. It is expressly understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of exclusive rights within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 as amended. The Operator recognizes that other tenants now and hereinafter may occupy other portions of the airport property and will have the right to use the ramps and driveways servicing their areas and agrees that it will so conduct its operation as not to interfere with or injure such tenants quiet enjoyment of their lease. The Operator shall have, however, the right of ingress or egress to and from the leased premises.

18. In the event that Orangeburg shall have the opportunity to have a commuter service serve Orangeburg County and such a company shall require space in the administration building, the fixed based Operator shall be required to share said operational space in accordance with the wishes of the Owner.

19. The terms and conditions of this agreement shall not prevent the Owner from executing leases with other fixed based operators, as well as the United States Army, The United States Air Force, the United States Navy or other federal agencies pertaining to governmental flying and the use of said airport facilities and premises in any other areas not included in this lease. This lease shall be subject to the rules, regulations and safety requirements that have been or will be adopted, made, written or posted by the Owner; further, this lease shall be subject to the rules, regulations and safety requirements adopted and established by any state or federal agency in connection with airports and subject to any state concerning the regulation and control of airports, whether already in existence or that might be enacted in the future.

20. If, during the terms of this agreement, the United States government or any other governmental agency acquires possession of the premises herein leased by virtue of any laws not in effect or which may become effective during the terms of this lease, then this agreement, at the option of the Operator, may be terminated or may be suspended for the period the Operator is deprived of the premises and, thereafter, the Operator may resume his tenancy and the agreement shall continue until the full terms thereof have been enjoyed by the Operator.

21. It is agreed and understood between the parties that during the term of this agreement the Federal Aviation Administration or any other federal or state agency shall be permitted to enter said premises and to make any improvement to or on said airport in or on the leased premises.

22. The Owner hereby expressly reserves the right to enter upon the premises leased to the Operator at all reasonable times for the purpose of inspecting the leased premises in order to determine if the terms of this lease are being properly carried out by the Operator.

23. The Operator shall not enter into any transaction which would deprive the Owner of any of the rights and powers necessary to perform all the covenants of the grant agreements or other obligations under various type agreements now in force or those that might be entered into in the future. It is understood by the Operator that this lease agreement is subordinate to the terms and conditions of all deeds and agreements between the Owner and the United States relative to operations maintenance and control of the airport.

24. The Operator agrees that in its operation and use of said airport it will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Department of Transportation Regulations. The Owner hereby reserves the right to take such action as the Federal Aviation Administration may direct to enforce such covenant of non-discrimination. Service must be furnished on a fair, equitable and not unjustly discriminatory basis to all users thereof, and that all charges must be fair, reasonable and not unjustly discriminatory; provided that nothing herein shall prohibit reasonable and non-discriminatory discounts, rebates or similar type price reductions to volume purchasers. Operator shall be an equal opportunity employer.

25. The Operator for itself, or personal representatives, successors in interest and assigns as a part of the consideration hereof does hereby covenant and agree that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in and denied benefits of, or be otherwise subjected to discrimination in the use of said facilities,

(2) In the construction of any improvements on or over or under such land and the furnishing of services thereof, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) The Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

26. All sub-lessees currently leasing hangar space at the effective date of this agreement with the Operator shall enjoy the same space and the same rental amount.

27. Upon the termination or expiration of this agreement, the Operator's rights to use the premises, improvements, facilities, rights, licenses, services and privileges herein leased or contracted shall cease and the Operator shall forthwith surrender the same. The Operator shall repair any and all damage resulting from removal of its personal property from the leased premises and shall restore the premises to their original condition.

28. Should either party violate any term of provision of this lease and fail to remedy same within ten (10) days after written notice, the party not in default may immediately terminate the lease. Upon termination of the lease, the Operator agrees to vacate the said premises within thirty (30) days. This lease may be terminated for any past or future illegal act or violation of law by the Operator, or its owner, Patricia B. Rhudy, resulting directly or indirectly from the operation of the Orangeburg Municipal Airport under the terms and conditions of this lease agreement or the lease agreement between the City of Orangeburg and Orangeburg County and Harold J. Biggers dated January 19, 1983.

29. In addition to any other remedy provided by law or by this lease, it is especially agreed that the rent hereinabove provided due and to become due and all sums due from the Operator, shall be secured by a lien on all property of the Operator upon the demised premises, which lien the Operator hereby grants the Owner, and the Operator waives the right to claim any such property as exempt from execution by distress warrant or attachment or as exempt by law from the payment of debt. All past due rentals plus reasonable attorney fees and costs shall be collected.

30. The Operator agrees to pay all attorney's fees and other expenses and costs incurred by Owner in enforcing any of the obligations under this lease.

This agreement shall take the place of and shall serve in lieu of any former agreements with any present or former fixed based Operator which has served the Orangeburg Municipal Airport.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 7th day of April, ~~1988~~ 1989.

IN THE PRESENCE OF:

THE CITY OF ORANGEBURG

B. Reese Early

L. Hugh Smith
L. Hugh Smith

Ann S. Muekey

IN THE PRESENCE OF:

ORANGEBURG AVIATION, INC.

B. Reese Early

Patricia B. Rhudy
Patricia B. Rhudy

Ann S. Muekey

GUARANTEE

The undersigned, in consideration of the leasing of the premises described in the above mentioned Lease to the Operator therein mentioned, does hereby unconditionally guarantee to Owner the full and complete performance of all of the Operator's covenants and obligations under such Lease.

The undersigned does hereby waive all requirements of notice of the acceptance of this guarantee and all requirements of notice of breach or nonperformance by Operator. The undersigned further waives any demand by Owner and/or prior action by Owner of any nature whatsoever against Operator. The undersigned's obligations hereunder shall remain fully binding although Owner may have waived one or more defaults by Operator, extended the time of performance by Operator, released, returned or misapplied other collateral given later as additional security (including other guarantees) and released Operator from the performance of its obligations under such lease.

WITNESS, my hand and seal this 7th day of April, 1989.

IN THE PRESENCE OF:

Alan Early

Patricia B. Rhudy
Patricia B. Rhudy

Joe S. Mulkey