

DEVELOPMENT · BROKERAGE · CONSULTING

Planned Development District Plan Richland Mall Redevelopment City of Forest Acres, SC



September 9, 2025

Shaun Greenwood City Administrator City of Forest Acres 5209 North Trenholm Road Forest Acres, SC 29206

RE: PDD Submittal – Richland Mall Redevelopment

Dear Mr. Greenwood,

We are pleased submit the enclosed package for the Planned Development District application for the proposed redevelopment of the Richland Mall property located in the City of Forest Acres. The property is proposed to redeveloped into a mixed use property that will include retail, grocery, multifamily, restaurant, and other uses. Current zoning is C-5 on this property. SE Forest Acres, LLC respectfully submits the following information for the Richland Mall redevelopment.

- I. Property Description
 - a. Exhibit A Survey and Land Description
- II. District Regulations
- III. Development Plan
 - a. Exhibit B Development and Phasing Plans
 - b. Exhibit C Sample Green Wall
 - c. Exhibit D-1 & D-2 Signage Plan
 - d. Exhibit E Landscape Concept Plan

Sincerely,

Jason Long SE Forest Acres, LLC



5209 Trenholm Road Forest Acres, SC 29206 Phone: 803-782-9475

Fax: 803-782-3183 www.forestacres.net

REZONING APPLICATION

(See application fee amount on checklist)

A pre-application conference with appropriate City staff is required prior to the submission of a rezoning application. Please contact the Permit Application Center at the number above to schedule this meeting.

Please complete the following information:							
Applicant Name: SE Forest Acres, LLC							
Address: 2743 Perimeter Parkway, Building 100, Suite 370, Augusta, GA 30909							
Phone: 706-854-6708 Fax: Email: jason.long@southeastern.company							
Property Address: 3400 Forest Drive							
Tax Parcel(s): 13908-04-35 : 13908-04-37 : 14001-11-11 : 14005-08-02							
Property Owner (if different):							
Current Zoning District: C-5 Requested Zoning District: PDD							
Area of subject property: 25.57 acres and/or: square feet							
Brief Description of Request:							
SE Forest Acres, LLC plans to redevelop the Richland Mall into a mixed-use property over 3 phases of construction.							
Does the Applicant solely own all of the property within the rezoning proposal?							
 Yes. If so, provide proof of ownership (copy of deed). No. If so, attach information on property NOT solely owned by the applicant and provide letter of consent from owner(s). 							
Are there any recorded deed restrictions or restrictive covenants that apply to this property that are contrary to, conflict with, or prohibit the permitted activity being requested?							
□ Yes. ■ No. [Attested by Owner:							
Is this property proposed for annexation into the City of Forest Acres?							
☐ Yes. If so, please complete Annexation Request Form and submit along with this application.							
No, Already in City.							
Signature of Applicants/Owners: The undersigned hereby respectfully requests that the Official Zoning Map of the City							
of Forest Acres be amended as described herein. It is also understood by the undersigned that, while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the							
applicant. [If more than one owner/applicant, attached a page with additional signature information].							
Signéd: Date							
Printed Name: Victor Mills							
□ Additional Owners □ Other Attachments:							

FOR OFFICE USE ONLY: Case #:	Date Filed:	Rec'd by:				
[] Pre-App? [] Request Complete? [] Additional Information Requested/Date:						
Comment:						
[] Request Returned? Date:	[] Action: by:					
Date Advertised: Date Poste	d:[]W	ritten Notice? Date:				
PC Date: CC Date:	Final Date:	[] Legal ad filed?				
Action:						
[] Written Response By:	Date:					

Book 2806-3740

2023000554 1/4/2023 16:14:41:370 Deed

Fee: \$15.00 County Tax: \$14322.00 State Tax: \$33852.00

2023000554 John T. Hopkins II Richland County R.O.D.

SOUTH CAROLINA LIMITED (SPECIAL) WARRANTY DEED

STATE: South Carolina

TAX MAP NUMBER: R-14005-08-02, R-14001-11-

11, and R13908-04-35

COUNTY: Richland

Grantor

Grantee

CENTURY CAPITAL GROUP, LLC, a South Carolina limited liability company

SE FOREST ACRES, LLC, a South Carolina limited liability company

Grantee's address:

c/o Southeastern Real Estate Group 2743 Perimeter Pkwy., Bldg. 100, Suite 370 Augusta, GA 30909

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of Thirteen Million Twenty Thousand and No/100 Dollars (\$13,020,000.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, **SUBJECT TO** the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the real estate (the "Premises") described as follows:

See Attached Exhibit "A" For Legal Description

This being the same property conveyed to Grantor by Deed of Richland Joint Venture Group, LLC, a Florida limited liability company dated February 15, 2010 and recorded February 16, 2010 in Book 1587, at Page 2061 in the Richland County Register of Deeds Office, and by Deed of Richard N. Burnside dated

February 15, 2010, recorded February 16, 2010, in Book 1587, at Page 2068, in the Richland County Register of Deeds Office.

This conveyance is made *SUBJECT TO* the Permitted Exceptions set forth on Exhibit "B" attached hereto and incorporated by reference.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

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

And, **SUBJECT TO** the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors lawfully claiming, or to claim, the same or any part thereof but no others.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Limited (Special) Warranty Deed to be executed under seal this 4th day of January, 2023.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Witness #1

GRANTOR:

CENTURY CAPITAL GROUP, LLC, a South Carolina limited liability company

Name: William B. Walkup Title: Authorized Manager

STATE OF SOUTH CAROLINA

COUNTY OF 1

Acknowledgment for Entity Grantor

I, the undersigned Notary Public for South Carolina, do hereby certify that Century Capital Group, LLC, Grantor, by William B. Walkup its Authorized Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the day of January, 2023.

[AFFIX SEAL]

Notary Public, State of South Carolina
Printed name of Notary:

My Commission Expires:

April 1, 2024

PUBLIC

PUBLIC Printed name of Notary: Chrystal Compton

Exhibit A Legal Description

ALL THAT CERTAIN tract of land, with all improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 Acres as shown on a ALTA/ACSM Land Title Survey Prepared for JTL Capital, LLC by Steadham & Associates, Inc., dated October 2, 2002, revised December 13, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", said point being a PK nail along the western margin of the right-of-way of Beltline Boulevard (S.C. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (S.C. Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S 06-00-05 W, 38.52 feet to a rebar; S 76-30-04 E, 29.01 feet to an "X" in concrete S 24-20-15 E, 66.01 feet to a PK nail; S 20-58-56 W, 29.14 feet to a rebar; in a curve to the right have a radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S 49-48-51 E, 22.06 feet to a PK nail; S 27-51-15 E. 103.05 feet to a rebar; S 28-34-06 E, 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S 48-47-02 E, 34.53 feet to a rebar; S 28-43-30 E, 131.12 feet to a rebar; S 21-53-30 E, 101.50 feet to a rebar; S 31-13-04 E, 149.11 feet to a rebar; S 31-45-00 E, 19.48 feet to a rebar; S 40-50-56 E, 84.66 feet to a PK nail; S 40-56-04 E, 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S 42-18-17 W, 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N 59-24-55 W. 186.52 fee to a rebar; N 64-17-05 W, 51.76 feet to an open top; S 03-25-35 E, 104.94 feet to an open top; thence turning and running along Brookwood Court S 85-00-43 W, 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04-44-57 W, 120.00 feet to an open top; N 53-20-55 W, 66.63 feet to an open top; S 63-51-41 W, 73.18 feet to a pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N 26-02-32 W, 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N 26-28-42 W, 65.03 feet to a rebar; N-26-29-46 W, 64.72 feet to a calculated point in concrete; S 63-33-42 W, 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N 25-26-03 W, 280.00 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N 52-37-33 W, 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S 87-56-06 W, 76.67 feet to a rebar; S 63-34-32 W, 250.47 feet to an open top; thence turning and running along McArthur Avenue N 26-18-28 W, 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63-46-47 W, 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N 26-38-48 W, 102.35 feet to an open top; N 26-31-13 W, 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder & Nancy Reeder N 25-58-44 W, 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder & Nancy P. Reeder and along properties of C.E. Reeder & Nancy P. Reeder, Robert G. Cook & Robin D. Anderon, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz & Martha Diaz N 26-15-04 W, 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N 63-38-18 E, 52.16 feet to an open top; N 76-42-51 W, 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N 25-58-03 W, 103.51 feet to a rebar, thence turning and continuing along property of Lorraine M. Tablas S 63-34-24 W, 53.87 feet to a rebar; thence turning and running along property of Buckner Associates A Partnership as follows: N 26-38-33 W, 87.35 feet to a rebar; S 68-31-11 W, 30.08 feet to a pinch top; thence turning and running along property of Carolina Associates, A S.C. Partnership N 26-31-33 W, 79.43 feet to an open top; thence turning and running along Forest Drive N 68-21-02 E, 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S 09-42-05 E, 31.88 feet to a PK nail; in a curve to the left having a radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S 35-10-53 E, 82.09 feet to a PK nail; S 58-09-49 E. 36.04 feet to a rebar; N 44-44-46 E, 164.97 feet to a magnetic nail; N 36-34-36 W, 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N 68-16-41 E, 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N 81-57-26 E, 44.52 feet to a rebar; N 09-27-43 E, 23.9 feet to an "X" cut in concrete; N 69-11-44 E, 140.34 feet to a rebar; S 46-09-12 E, 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N 60-56-39 E, 54.54 feet to a rebar; N 78-48-08 E, 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S 16-47-13 E, 165.96 feet to a rebar; N 77-22-02 E, 169.17 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: "TGI Friday's parcel"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.143 acres, according to a plat of survey entitled "Boundary Survey of Richland Mall TGI Friday's", prepare by B. P. Barber & Associates, Inc., dated March 19, 2005 and recorded in the Office of the Register of Deeds for Richland County in Book 1044 at Page 323. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Verizon Wireless Parcel"

ALSO: ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 9.391 acres, according to a plat of survey entitled "Boundary Survey for Richland Mall Verizon Wireless", prepared by B. P. Barber & Associates, Inc., dated April 4, 2005, last revised June 7, 2005, and recorded in the Office of the Register of Deeds for Richland County in Book 1063 at Page 652. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Bank of America Parcel"

ALL THAT CERTAIN piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.77 acres, according to a plat of survey entitled "Plat Prepared For Windsor Richland Mall, L.P., a Texas limited partnership", prepared by Baxter Land Surveying Co., Inc., dated February 11, 2003, and recorded in the Office of the Register of Deeds for Richland County in Book 1027 at Page 2697. Reference to said plat is hereby made for a metes and bounds description thereof.

Exhibit B Permitted Exceptions

- 1. Taxes for the year 2023 and all subsequent years.
- 2. Matters that would be disclosed by a current accurate survey of the Property.
- 3. Easement given by Liberty Life Insurance Company to the Town of Forest Acres dated January 23, 1961, recorded in the Office of the Register of Deeds for Richland County on March 28, 1961 in Deed Book 296, at Page 196, and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 4. Deed to Water Main given by Boulevard Investors Partnership and Boulevard Plaza Partnership to the City of Forest Acres, dated December 1, 1975, recorded on January 7, 1976, in the Office of the Register of Deeds for Richland County in Deed Book D-369 at Page 931, and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 5. Agreement between Surety Investment Company and the Town of Forest Acres dated February 8, 1965, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-17, at Page 275 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 6. Easement given by Surety Investment Company to Chandelle Corporation dated November 14, 1966, recorded on November 16, 1966 in the Office of the Register of Deeds for Richland County in Deed Book D-58, at Page 760 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 7. Easement given by Ellene H. Hammond to the City of Columbia dated May 8, 1953, recorded on June 1, 1953 in the Office of the Register of Deeds for Richland County in Deed Book 113 at Page 53, and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 8. Easement given by Dwight M. Johnson to the City of Columbia, dated May 5, 1953, recorded on June 1, 1953 in the Office of the Register of Deeds for Richland County in Deed Book 113, at Page 66 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13,

- 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 9. Easement given by D.O. Daniel to the City of Columbia dated May 30, 1953, recorded on June 1, 1953 in the Office of the Register of Deeds for Richland County in Deed Book 113 at Page 68 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 10. Easement given by Eugene B. Chase, Jr. to the City of Columbia, dated November 2, 1955 recorded in the Office of the Register of Deeds for Richland County in Deed Book 176, at Page 252 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 11. Agreement between the Town of Forest Acres and the Evans Corporation, dated July 8, 1960, recorded in the Office of the Register of Deeds for Richland County in Deed Book 280, at Page 186.
- 12. Agreement between Surety Investment Company and The City of Columbia dated April 10, 1964, recorded on June 23, 1964 in the Office of the Register of Deeds for Richland County in Deed Book 390, at Page 168.
- 13. Agreement between the Town of Forest Acres and Surety Investment Company dated April 6, 1964, recorded on July 27, 1964 in the Office of the Register of Deeds for Richland County in Deed Book 393, at Page 379, and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 14. Grant of Sewer Line and Grant of Right of Way and Easement given by Boulevard Plaza Partnership and Boulevard Investors Partnership Rivermont, Inc., to East Richland County Public Service District dated February 1976, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-373 at Page 74 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 15. Easement given by Hettie Evans to South Carolina Electric & Gas Company dated February 10, 1941, recorded in the Office of the Register of Deeds for Richland County in Deed Book EZ, at Page 307 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.

- 16. Easement given by Florence Olvey to South Carolina Electric & Gas Company dated April 15, 1947, recorded in the Office of the Register of Deeds for Richland County in Deed Book FV at Page 244 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 17. Easement given by Liberty Life Insurance Company to South Carolina Electric & Gas Company dated March 14, 1961, recorded on October 27, 1961 in the Office of the Register of Deeds for Richland County in Deed Book 311, at Page 586 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 18. Easement given by Surety Investment Company to South Carolina Electric & Gas Company dated December 21, 1965, recorded on February 11, 1966 in the Office of the Register of Deeds for Richland County in Deed Book D-35, at Page 303 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 19. Easement given by Surety Investment Company to South Carolina Electric & Gas Company dated November 13, 1968, recorded on November 18, 1968 in the Office of the Register of Deeds for Richland County in Deed Book D-124, at Page 264 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 20. Easement given by Hardaway Development Company to South Carolina Electric & Gas Company dated May 30, 1975, recorded on June 5, 1975, in the Office of the Register of Deeds for Richland County in Deed Book D-349, at Page 484 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 21. Easement given by Boulevard Plaza Partnership to South Carolina Electric & Gas Company dated January 28, 1976, recorded on March 2, 1976 in the Office of the Register of Deeds for Richland County in Deed Book D-375, at Page 359 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.

- 22. Easement given by Retail Projects of South Carolina, Inc. and Omni Savings Bank FSB dated June 8, 1989, recorded July 25, 1989 in the Office of the Register of Deeds for Richland County in Deed Book D943, at Page 388, and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built. Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 23. Gas Facilities Easement given by Richland Mall Associates, L.P. to South Carolina Electric & Gas Company dated December 22, 1986, recorded on December 24, 1986 in the Office of the Register of Deeds for Richland County in Deed Book D-823, at page 372 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 24. Right of way easement given by Boulevard Plaza Partnership and Boulevard Investors Partnership to Southern Bell Telephone and Telegraph Company dated December 10, 1975, and recorded on March 30, 1976 in the Office of the Register of Deeds for Richland County in Deed Book D-379, at Page 15 and as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 25. Easement contained in Deed from Ellene B. Hammond to Eugene B. Chase, Jr. dated July 27, 1955, recorded on July 27, 1955 in the Office of the Register of Deeds for Richland County in Deed Book 165, at Page 92.
- 26. Easements contained in Deed from Boulevard Plaza Partnership to Kason Corporation dated August 25, 1976, recorded on August 17, 1976 in the Office of the Register of Deeds for Richland County in Deed Book D-395, at Page 445.
- 27. Drive and utility easement given by Kason Corporation dated November 30, 1976, recorded on December 1, 1976 in the Office of the Register of Deeds for Richland County in Deed Book D-405, at Page 356 and as shown on a plat of survey entitled "ALTAIACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 28. Conditions set forth in Deed from John D. Keels to Florence G. Olvey dated June 6, 1945, recorded on June 13, 1945, in the Office of the Register of Deeds for Richland County in Deed Book GF, at Page 48.
- 29. Rights of tenants, as tenants only, in possession of portions of the insured premises, pursuant to unrecorded leases.
- 30. Terms and conditions contained in that certain Lease Agreement evidenced by Memorandum of Lease between Richland Fashion Mall Limited Partnership, as landlord, and Litchfield Theatres, Ltd., as tenant, dated June 19, 1993, recorded on July 22, 1993, in the Office of the Register of Deeds for Richland County in Deed Book D-1152, at Page 420, and Memorandum of Lease between Richland Fashion Mall Limited Partnership, as landlord, Litchfield Theatres, Ltd., as

- tenant, and Regal Cinemas, Inc. dated July 10, 1995, recorded on July 18, 1995 in the Office of the Register of Deeds for Richland County in Deed Book D1268, at Page 735.
- 31. Terms and conditions in that certain Lease Agreement by and between Richland Fashion Mall Limited Partnership as Landlord and Barnes & Noble Superstores, Inc. as Tenant as evidenced by that certain Memorandum of Lease between Richland Fashion Mall Limited Partnership, as landlord, and Barnes & Noble Superstores, Inc., as tenant, dated October 29, 1996, recorded on November 18, 1996, in the Office of the Register of Deeds for Richland County in Deed Book D-1349, at Page 306.
- 32. Use restrictions contained in Memorandum of Lease between Richland Fashion Mall Limited Partnership, as landlord, and Barnes & Noble Superstores, Inc., as tenant, dated October 29, 1996, recorded on November 18, 1996, in the Office of the Register of Deeds for Richland County in Deed Book D-1349, at Page 306.
- 33. Rights of upper and lower riparian owners in and to the waters of Penn Branch Creek crossing or adjoining the insured premises and the natural flow thereof, free from diminution or pollution.
- 34. Matters of survey, including but not limited to: RCP, PVC, DIP, catch basins, drop inlets, clean outs, storm drain lines, storm drain manholes, headwalls, water lines, water meters, water valves, water vaults, power poles, and lines, electric transformers, gas lines, gas valves, gas meters, sanitary sewer lines, sanitary sewer manholes, SCE&G manholes, BellSouth manholes, grease trap manholes, fire hydrants, monitoring wells, utility lines, reinforced concrete pipes, ductile iron pipes, overhead power lines, light poles, retaining walls, and all other equipment or related improvements as depicted on a plat of survey entitled "ALTA/ACSM Land Title Survey for JTL Capital, LLC", prepared by Steadman & Associates, Inc., dated October 3, 2002, revised December 13, 2002 and recorded in the Office of the Register of Deeds for Richland County in Book 739, at Page 10, and as depicted on a more recent plat of survey entitled "As-Built Survey for Richland Fashion Mall", prepared by Steadman Associates, Inc., dated November 18, 2004.
- 35. 4.0' asphalt encroachment along eastern boundary of the insured premises as depicted on the above referenced plats in item #34.
- 36. 9.9' asphalt encroachment along the northern boundary of the insured premises as depicted on the above referenced plats in item #34.
- 37. Building encroachments as depicted on the above referenced plats in Item #34.
- 38. Covenants, conditions, restrictions, reservations, easements, liens for assessments, private charges, option, rights of first refusal, rights of prior approval of future purchaser or occupant, powers of attorney and limitations on title contained in Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration by and between BRC Richland, LLC and Windsor Richland Mall, L.P., dated September 7, 2005, and recorded in the Office of the Register of Deeds for Richland County on September 12, 2005 in Book 1097, at Page 2024, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons, as modified by that certain Modification to REA dated September 8, 2017, and recorded September 18, 2017 in Book 2244 at Page 1906, aforesaid records.
- 39. Declaration of Easements by Midtown Development Group, LLC dated November 4, 2005 and recorded in the Office of the Register of Deeds for Richland County on November 4, 2005 in Book 1118, at Page 2113.
- 40. Terms and conditions in that certain Lease by and between J.B. White & Company, as lessee, and Retail Projects of South Carolina, as lessor, evidenced by Short Form of Restatement of and

- Amendment to Agreement of Lease, dated July 6, 1988, recorded on October 27, 1988 in the Office of the Register of Deeds for Richland County in Deed Book D909 at Page 888, amended by unrecorded Amendment to Lease, by and between Richland Fashion Mall Limited Partnership, successor in interest to lessor, and Belk, Inc., successor in interest to lessee, dated May 12, 1999.
- 41. Easement from Century Capital Group, LLC to BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a AT&T South Carolina, dated December 27, 2010 and recorded on December 30, 2010 in the Office of the Register of Deeds for Richland County in Deed Book 1657 at Page 448.
- 42. Memorandum of Opt Out between AllSouth Federal Credit Union and Century Capital Group, LLC, dated August 25, 2017 and recorded in the Office of the Register of Deeds for Richland County on August 25, 2017 in Deed Book 2239 at Page 224.

STATE	OF SOUTH CAR	OLINA)		Page 1 of 2 AFFIDAVIT OF CONSIDERATION		
COUNT	Y OF RICHLAN	D)		AFFIDAVII OF CONSIDERATION		
PERSO	NALLY appeared	before me the undersig	ned, who being dul	y sworn, deposes and says:		
1.	I have read the information on the back of this affidavit and I understand such information.					
2.	The property being transferred from Century Capital Group, LLC to SE Forest Acres, LLC is located in Richland County, bearing TMS# R14005-08-02, R14001-11-11, and R13908-04-35 was transferred on January 4, 2023.					
3.	Check one of the	following: The deed is				
	(a) <u>X</u>	Subject to the deed recomoney's worth.	ording fee as a tran	sfer for consideration paid, or to be paid, in money or		
	(b)	subject to the deed rec		sfer between a corporation, a partnership, or other entity and ity, or is a transfer to a trust or as a distribution to a trust		
	(c)		recording fee becau	se (See Information section of affidavit):		
		(If exempt, please skip	items 4 - 7, and go	to item 8 of this affidavit.)		
			hip exist at the time	ed in the Information section of this affidavit, did the agent of the original sale and was the purpose of this relationship or No		
4.	Check one of the affidavit.):	of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this				
	(a) <u>X</u>	amount of \$13,020,00	0.00	paid, or to be paid, in money or money's worth in the		
	(b)	The fee is computed o The fee is computed o which is	n the fair market va	lue of the realty which islue of the realty as established for property tax purposes		
5.	Check Yes or No _X_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:					
6.	The deed record	ing fee is computed as f	ollows:			
	(b) Place the ame (If no amount is	ount listed in item 4 abount listed in item 5 abount listed, place zero here.) to 6(b) from Line 6(a) an	ove here: \$0.00 \$0.00	\$\frac{13,020,000.00}{}		

- The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: 7. \$48,174.00
- As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Stuart M. Lee, Attorney for the Grantor. 8.

ith the Transaction

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

STAL COALLY

Signature of Responsible Person (

Mart M. Lee, Attorney for the Grantor

SWORN to before me this 44 day of January, 2023

Notary Public for South Carolina

My Commission Expires: April 1 2024

INFORMATION

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

Exempted from the fee are deeds:

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

Book 2806-3753

2023000555

1/4/2023 16:14:41:560 Deed

Fee: \$15.00

County Tax: \$6138.00

State Tax: \$14508.00

2023000555 John T. Hopkins II Richland County R.O.D.

SOUTH CAROLINA LIMITED (SPECIAL) WARRANTY DEED

STATE: South Carolina

TAX MAP NUMBER: R-13908-04-36 and

R13908-04-37

COUNTY: Richland

Grantor

Grantee

FOREST HOLDINGS, LLC,

a South Carolina limited liability company

SE FOREST ACRES, LLC,

a South Carolina limited liability company

Grantee's address:

c/o Southeastern Real Estate Group 2743 Perimeter Pkwy., Bldg. 100, Suite 370 Augusta, GA 30909

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of Five Million Five Hundred Eighty Thousand and No/100 Dollars (\$5,580,000.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, *SUBJECT TO* the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the real estate (the "Premises") described as follows:

See Attached Exhibit "A" For Legal Description

This being the same property conveyed to Grantor by Deed of Spirit MTA REIT, L.P., a Delaware limited partnership dated September 4, 2019, recorded September 23, 2019, in Book 2430, at Page 3671 in the Richland County Register of Deeds Office, and by Deed of Windsor Richland Mall, L.P., a Texas limited

partnership dated June 19, 2020 and recorded July 7, 2020 in Book 2506, at Page 698 in the Richland County Register of Deeds Office.

This conveyance is made *SUBJECT TO* the Permitted Exceptions set forth on Exhibit "B" attached hereto and incorporated by reference.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

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

And, *SUBJECT TO* the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors lawfully claiming, or to claim, the same or any part thereof but no others.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Limited (Special) Warranty Deed to be executed under seal this 44th day of January, 2023.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR:

FOREST HOLDINGS, LLC,

a South Carolina limited liability company

Witness#1

Chrystal Compt

Name: Kevin Steelman

Title: Authorized Manager

STATE OF SOUTH CAROLINA

COUNTY OF RICHland .___

Acknowledgment for Entity Grantor

I, the undersigned Notary Public for South Carolina, do hereby certify that Forest Holdings, LLC, Grantor, by Kevin Steelman, its Authorized Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of January, 2023.

Notary Public, State of South Carolina

Printed name of Notary: Chnistal Compton
My Commission Expires: April 1, 2024

[AFFIX SEAL]



Exhibit A Legal Description

PARCEL 1 (VERIZON WIRELESS PARCEL)

All that certain piece, parcel or of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina; the same being shown as 9.391 acres on a Boundary Survey of Richland Mall Verizon Wireless for Windsor Richland Mall, Limited Partnership by B.P. Barber & Associates, Inc. dated April 4, 2005, revised April 16, 2005, last revised June 7, 2005 and recorded in the Office of the Register of Deeds for Richland County on June 14, 2005 in Book 1063 at page 652.

PARCEL 2 (EASEMENT PARCEL)

Together with rights under the Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration dated September 7, 2005 by and between BRC Richland, LLC, a Georgia liability company and Windsor Richland Mall, L.P., a Texas limited partnership, to be recorded, and being more particularly as:

That certain tract of land, with improvements thereon, situate, in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 acres as shown on ALTA/ACSM Land Title Survey prepared for JTL Capital, LLC by Steadman & Associates, Inc. dated October 3, 2002, revised December 13, 2002, in the Office of the Register for Richland County in Book 739 at page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", point being PK nail along the western margin of the right-of-way of Beltline Boulevard (SC. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (SC Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S06°00'05"W - 38.52 feet to a rebar, S76°30'04"E - 29.01 feet to an "X" in concrete; S24°20'15"E - 66.01 feet to a PK nail; S20°58'56"W - 29.14 to a rebar; in a curve to the right have radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S49°48'51"E - 22.06 feet to a PK nail; S27°51'15"E 103.05 feet to a rebar; S28°34'06"E - 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S48°47'02"E -34.53 feet to a rebar; S28°43'30"E - 131.12 feet to a rebar; S21° 53'30"E - 101.50 feet to a rebar; S31°13'04"E -149.11 feet to a rebar; S31°45'00"E - 19.48 feet to L rebar; S40°50'56"E - 84.66 feet to a PK nail; S40°56'04"E -109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S42°18'17"W -285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N59°24'55"W -186.52 feet to a rebar; N64° 17'05"W - 51.76 feet to an open top; S03°25'35"E 104.94 feet to an open top; thence turning and running along Brookwood Court S85°00'43"W - 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows:

N04°44'57"W - 120.00 feet to an open top; N53°20'55"W - 66.63 feet to an open top; S63°51'41"W - 73.18 feet to pinch top; thence turning and running along property of Scott L Whelchel & Dana H, Whelchel N26°02'32'W - 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N26°28'42"W - 65.03 feet to a rebar; N26029'46"W- 64.72 feet to a calculated point in concrete; S63°33'42"W - 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N25°26'03"W - 280.00 feet to a rebar, in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N52°37'33"W - 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S87°56'06"W - 76.67 feet to a rebar; S63°34'32"W - 250.47 feet to an open top; thence turning and running along McArthur Avenue N26°18'28"W 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63°46'47"W - 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N26°38'48"W - 102.35 to an open top; N26°31'13"W - 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc.

and along property of Claiborne E. Reeder and Nancy P. Reeder N25°58'44"W - 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder and Nancy P. Reeder and long properties of C. H. Reeder and Nancy P. Reeder, Robert G. Cook and Robin D. Anderson, George L. Bryant, Catherine H, Bradley, Martha Diaz, and Joseph M. Diaz and Martha Diaz N26°15'04"W - 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N63°38'18" - 52.16 feet to an open top; N76°42'51"W - 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N25°58'03"W - 103.51 feet to a rebar; thence turning and continuing along property of Lorraine M. Tablas S63°34'24"W - 53.87 feet to a rebar; thence turning and running along of Bruckner Associates A Partnership as follows: N26°38'33"W -87.35 feet to a rebar; S68°31'11"W - 30.08 feet to a pinch top; thence turning and running along property of Carolina Associates, A.S.C. Partnership N26°31'33"W - 79.43 feet to an open top; thence turning and running along Forest Drive N68°21'02"E - 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S09°42'05"E - 31.88 feet to a PK nail; in a curve to the left having radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S35°10'53"E - 82.09 feet to a PK nail; S58°09'49"E - 36.04 feet to a rebar; N44°44'46"E 164.97 feet to magnetic nail; N36°34'36"W - 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N68°16'41"E - 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81°57'26"E - 44.52 feet to a rebar; N09°27'43"E - 23.49 feet to an "X" cut in concrete; N69° 11 '44"E - 140.34 feet to a rebar; S46°09'12"E - 29.02 feet to a rebar; in a curve to the right having a radius of 89,22 feet, an arc distance of 55.43 feet, the chord of which runs N60°56'39"E - 54.54 feet to a rebar; N78°48'08"E - 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: \$16°47'13"E - 165.96 feet to a rebar; N77°22'02"E - 169.17 feet to the Point of Beginning.

TMS No.: R13908-04-36

PARCEL 3 (TGI FRIDAY'S PARCEL)

Being the following tracts and parcels located in Richland County, South Carolina and being more particularly described as follows: That parcel of land, with improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 0.143 acre as shown on Boundary Survey of Richland Mall TGI Friday's prepared for Windsor Richland Mall, Limited Partnership by B. P. Barber & Associates, Inc. dated March 29, 2005, recorded in the Office of the Register of Deeds for Richland County on April 19, 2005 in Book 1044 at page 323, said plat being incorporated herein by reference for a more complete description of said property,

Together with all rights and easements, established pursuant to Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration between BRC Richland, LLC and Windsor Richland Mall, L.P. dated September 7, 2005 and recorded on September 12, 2005 in Book 1097 at Page 2024.

TMS No.: R13908-04-37

Exhibit B Permitted Exceptions

- 1. Taxes for the year 2022 and all subsequent years.
- 2. Matters that would be disclosed by a current accurate survey of the Property.

AS TO PARCEL 1 (VERIZON WIRELESS PARCEL) PARCEL 2 (EASEMENT PARCEL) AND PARCEL 3 (TGI FRIDAY'S PARCEL):

- 3. Easement given by Surety Investment Company to Chandelle Corporation by instrument recorded in the Office of the Register of Deeds for Richland County on November 16, 1966 in Deed Book D-58 at Page 760 and as shown on a plat recorded in Book 739 at Page 10.
- 4. Easement given by Ellene H. Hammond to the City of Columbia by instrument recorded in the Office of the Register of Deeds for Richland County on June 1, 1953 in Deed Book 113 at Page 53 and as shown on plat recorded in Book 739 at Page 10.
- 5. Gas Facilities Easement given by Richland Mall Associates, L.P. to South Carolina Electric & Gas Company by instrument recorded in the Office of the Register of Deeds for Richland County on December 24, 1986 in Deed Book D-823 at Page 372 and as shown on plat recorded in Book 739 at Page-10.
- 6. Right-of-Way Easement given by Boulevard Plaza Partnership and Boulevard Investors Partnership to Southern Bell Telephone and Telegraph Company by instrument recorded in the Office of the Register of Deeds for Richland County on March 30, 1976 in Book D-379 at Page 15 and as shown on plat recorded in Book 739 at Page 10.
- 7. Easement contained in deed from Ellene B. Hammond to Eugene B. Chase, Jr., recorded in the Office of the Register of Deeds for Richland County on July 27, 1955 in Deed Book 165 at Page 92.
- 8. Rights of parties in possession as tenants under unrecorded leases, including, but not limited to, Unrecorded Lease by and between Richland Fashion Mall, L.P. and Cellco Partnership dated May 5, 1999, as amended by First Amendment of Lease dated May 25, 1999, as amended by Second Amendment of Lease dated September 6, 2000, as amended by Third Amendment of Lease dated March 4, 2005.
- 9. Rights of upper and lower riparian owners in and to the waters of Penn Branch crossing or adjoining the property and the natural flow thereof.
- 10. Matters shown on the plat recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, including, but not limited to, the following:
 - a. sanitary sewer lines; sanitary sewer manholes;
 - b. water lines; water meters; water valves; water vaults;
 - c. power poles and lines; electric transformers;
 - d. gas lines; gas valves; SCE&G manholes;
 - e. BellSouth manholes;
 - f. fire hydrants; and
 - g. monitoring wells.
- 11. Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration by and between BRC Richland, LLC, a Georgia limited liability company and Windsor Richland Mall, L.P., a Texas limited partnership, recorded in the Office of the Register of Deeds for Richland County on September 12, 2005 in Book 1097 at Page 2024; amended by Modification to the

- Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration as it Relates to the Verizon and Midtown Parcels dated September 8, 2017 and recorded on September 18, 2017 in Book 2244 at Page 1906 on September 18, 2017, and as affected by Memorandum of Opt Out recorded on August 25, 2017 in Book 2239 at Page 224.
- 12. Terms and conditions contained in Long-Term Lease by and between BRC Richland, LLC as Lessor and Windsor Richland Mall, L.P. as Lessee, recorded in the Office of the Register of Deeds for Richland County on September 29, 2005 in Book 1103 at Page 2805; as affected by Memorandum of Sublease by and between Windsor Richland Mall, LP as Sublessor and Spirit SPE Columbia, LLC as Lessor, recorded in the Office of the Register of Deeds for Richland County on July 1, 2008 in Book 1443 at Page 1784.
- 13. Memorandum of Assignment of Lease recorded in the Office of the Register of Deeds for Richland Country on September 23, 2019 in Book 2430 at Page 3686.
 - ADDITIONAL EXCEPTIONS AS TO PARCEL 1 (VERIZON WIRELESS PARCEL) ONLY:
- 14. Easement given by Dwight M. Johnson to the City of Columbia by instrument recorded in the Office of the Register of Deeds for Richland County on June 1, 1953 in Deed Book 113 at Page 66 and as shown on a plat recorded in Book 739 at Page 10.
- 15. Easement given by D.O. Daniel to the City of Columbia, recorded in the Office of the Register of Deeds for Richland County on June 1, 1953 in Deed Book 113 at Page 68 and as shown on a plat recorded in Book 739 at Page 10.
- 16. Easement given by Eugene B. Chase, Jr. to the City of Columbia, recorded in the Office of the Register of Deeds for Richland County on January 4, 1956 in Deed Book 176 at Page 252 and as shown on plat recorded in Book 739 at Page 10.
- 17. Terms and conditions contained in Lease Agreement dated October 20, 2011 by and between Spirit SPE Columbia, LLC as Landlord and PRICEWATERHOUSECOOPERS LIP as Tenant, a memorandum of which is recorded in the Office of the Register of Deeds for Richland County on October 25, 2011 in Book 1716 at Page 2806.
- 18. Memorandum of Assignment of Lease recorded in the office of the Register of Deeds for Richland Country on September 23, 2019 in Book 2430 at Page 3682.
- 19. ADDITIONAL EXCEPTIONS AS TO PARCEL 2 (EASEMENT PARCEL) ONLY:
- 20. Easement given by Liberty Life Insurance Company to the Town of Forest Acres by instrument recorded in the Office of the Register of Deeds for Richland County on March 28, 1961 in Deed Book 296 at Page 196 and as shown on plat recorded in Book 739 at Page 10.
- 21. Deed to Water Main given by Boulevard Investors Partnership and Boulevard Plaza Partnership to The City of Forest Acres, recorded in the Office of the Register of Deeds for Richland County on January 7, 1976 in Deed Book D-369 at Page 931 and as shown on plat recorded in Book 739 at Page 10.
- 22. Grant of Sewer Line and grant of Right of Way and Easement given by Boulevard Plaza Partnership and Boulevard Investors Partnership Rivermont, Inc. to East Richland County Public Service District, dated February, 1976 and recorded in the Office of the Register of Deeds for Richland County in Deed Book D073 at Page 74 and as shown on plat recorded in Book 739 at Page 10.
- 23. Easement given by Hettie Evans to South Carolina Electric & Gas Company by instrument dated February 10, 1971 and recorded in the Office of the Register of Deeds for Richland County in Deed Book EZ at Page 307 and as shown on plat recorded in Book 739 at Page 10.

- 24. Easement given by Liberty Life Insurance Company to South Carolina Electric & Gas Company by instrument recorded in the Office of the Register of Deeds for Richland County on October 27, 1961 in Deed Book 311 at Page 586 and as shown on plat recorded in Book 739 at Page 10.
- 25. Easement given by Surety Investment Company to South Carolina Electric & Gas Company by instrument recorded in the Office of the Register of Deeds for Richland County on February 11, 1966 in Deed Book D35 at Page 303 and as shown on plat recorded in Book 739 at Page 10.
- 26. Easement given by Surety Investment Company to South Carolina Electric & Gas Company by instrument recorded in the Office of the Register of Deeds for Richland County on November 18, 1968 in Deed Book D124 at Page 264 and as shown on plat recorded in Book 739 at Page 10.
- 27. Easement given by Hardaway Development Company to South Carolina Electric & Gas Company by instrument recorded in the Office of the Register of Deeds for Richland County on June 5, 1975 in Deed Book D-349 at Page 484 and as shown on plat recorded in Book 739 at Page 10.
- 28. Easement given by Boulevard Plaza Partnership to South Carolina Electric & Gas Company by instrument recorded in the Office of the Register of Deeds for Richland County on March 2, 1976 in Deed Book D-375 at Page 359 and as shown on plat recorded in Book 739 at Page 10.
- 29. Easement given by Retail Projects of South Carolina, Inc. and Omni Savings Bank, FSB to South Carolina Electric & Gas Company by instrument recorded in the Office of the Register of Deeds for Richland County on July 28, 1989 in Deed Book D943 at Page 388 and as shown on plat recorded in Book 739 at Page 10.
- 30. Easements contained in deed from Boulevard Plaza Partnership to Kason Corporation, recorded in the Office of the Register of Deeds for Richland County on August 27, 1976 in Deed Book D395 at Page 445 and as shown on plat recorded in Book 739 at Page 10.
- 31. Drive and Utility Easement given by Kason Corporation, recorded in the Office of the Register of Deeds for Richland County on November 30, 1976 in Book D-405 at Page 356 and as shown on plat recorded in Book 739 at Page 10.
- 32. Terms and conditions contained in Lease Agreement with J. B. White & Company, as Tenant, as evidenced by Short Form of Restatement of and Amendment to Agreement of Lease between Retail Projects of South Carolina, Inc. as Lessor and J.B. White & Company as Lessee, dated July 6, 1988 and recorded on October 27, 1988 in the Office of the Register of Deeds for Richland County in Deed Book D-909 at Page 888.
- 33. Terms and conditions contained in Lease Agreement with F. W. Woolworth Co., as Tenant, as evidenced by Memorandum of Lease Modification Agreement between Retail Projects of South Carolina, Inc. as Landlord and F. W. Woolworth Co. as Tenant, dated August 29, 1988 and recorded in the Office of the Register of Deeds for Richland County on November 22, 1988 in Deed Book at Page 130.
- 34. Terms and conditions in Lease Agreement with Parisian, Inc., as Tenant, as evidenced by Memorandum of Lease between Retail Projects of South Carolina, Inc. as Landlord and Parisian, Inc. as Tenant, dated October 31, 1989 and recorded on January 12, 1990 in the Office of the Register of Deeds for Richland County in Deed Book D963 at Page 973.
- 35. Transfer and Assignment of Leases and Contracts from MPH Holdings, Inc. to Richland Fashion Mall Limited Partnership dated November 25, 1992 and recorded June 15, 1993 in the Office of the Register of Deeds for Richland County on June 15, 1992 in Deed Book D-1145 at Page 968.
- 36. Terms and conditions contained in Lease Agreement with Litchfield Theatres, Ltd. as Tenant, as evidenced by Memorandum of Lease between Richland Fashion Mall Limited Partnership as

- Landlord and Litchfield Theatres, Ltd. as Tenant, dated June 29, 1993 and recorded on July 22, 1993 in the Office of the Register of Deeds for Richland County in Deed Book D1152 at Page 420.
- 37. Terms and conditions contained in Lease Agreement as evidenced by Memorandum of Lease between Richland Fashion Mall Limited Partnership as Landlord and Litchfield Theatres, Ltd. as Tenant, and Regal Cinemas, Inc., dated July 10, 1995 and recorded on July 18, 1995 in the Office of the Register of Deeds for Richland County in Deed Book D-1268 at Page 735.
- 38. Terms and conditions contained in Lease Agreement as evidenced by Memorandum of Lease between Richland Fashion Mall Limited Partnership as Landlord and Barnes & Noble Superstores, Inc. as Tenant, dated October 29, 1996 and recorded on November 18, 1996 in the Office of the Register of Deeds for Richland County in Deed Book D-1349 at Page 306.
- 39. Possible application of restrictive covenants contained in deed from John D. Keels to Florence G. Olvey recorded in the Office of the Register of Deeds for Richland County on June 13, 1945 in Deed Book GF at Page 48 on June 13, 1945, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 40. Declaration of Easements by Midtown Development Group, LLC dated November 4, 2005 and recorded in the Office of the Register of Deeds for Richland County on November 4, 2005 in Book 1118, at Page 2113.

STAT	E OF SOUTH CAF	(OLINA)		A PEND ANYTH OF GONGLOOD ATTOM			
COUN	ITY OF RICHLAN	D)		AFFIDAVIT OF CONSIDERATION			
PERSO	ONALLY appeared	before me the undersigned, v	who being duly sw	orn, deposes and says:			
1.	I have read the information on the back of this affidavit and I understand such information.						
2.	The property being transferred from Forest Holdings, LLC to SE Forest Acres, LLC is located in Richland County, bearing TMS# R13908-04-36 and R13908-04-37 was transferred on January 4, 2023.						
3.	Check one of the	Check one of the following: The deed is					
	(a) <u>X</u>	· ·	g fee as a transfer	for consideration paid, or to be paid, in money or			
	(b)			between a corporation, a partnership, or other entity and or is a transfer to a trust or as a distribution to a trust			
	(c)		ding fee because (S	See Information section of affidavit):			
		(If exempt, please skip item	s 4 - 7, and go to if	em 8 of this affidavit.)			
			xist at the time of t	n the Information section of this affidavit, did the agent he original sale and was the purpose of this relationship o			
4.	Check one of the affidavit.):	following if either item 3(a)	or item 3(b) above	has been checked (See Information section of this			
	(a) <u>X</u>	The fee is computed on the amount of \$5,580,000.00	consideration paid	, or to be paid, in money or money's worth in the			
	(b)	The fee is computed on the fair market value of the realty which is The fee is computed on the fair market value of the realty as established for property tax purposes which is					
5.	Check Yes or No _X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:						
6.	The deed record	ing fee is computed as follow	s:				
	(b) Place the am (If no amount is	ount listed in item 4 above he ount listed in item 5 above he listed, place zero here.) e 6(b) from Line 6(a) and place	ere: \$0.00 \$0.00	<u>5,580,000.00</u>			

- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$20,646.00
- 8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Stuart M. Lee, Attorney for the Grantor.

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

MINIMUM HARVETAL

Signature of Kespensible Person Connected with the Transaction

Stuart M. Lee, Attorney for the Grantor

SWORN to before me this 4th day of January, 2023

Notary Public for South Carolina

My Commission Expires: April 1, 2024

INFORMATION

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

Exempted from the fee are deeds:

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



July 30, 2025

Planned Development District Plan

Redevelopment of Richland Mall, Forest Drive at Beltline Boulevard Forest Acres, Richland County, South Carolina

I. Property Description

The property consists of TMS# 13908-04-35 & -37, 14001-11-11, and 14005-08-02 (collectively the "Mixed Use Parcel", approximately 25.5704 acres), and TMS # 13908-04-36 and 13908-04-02 (collectively the "Park Parcel", approximately 6.8116 acres), located in the City of Forest Acres, Richland County, South Carolina. Total acreage is 32.382 acres.

Refer to **Exhibit A**-Survey for the legal description and site boundary description of the Mixed Use Parcel.

- II. District Regulations. Development in the PDD must be consistent with *Exhibit* **B** Development and Phasing Plans ("Site Development Plan"), the district regulations listed below, and generally applicable provisions of the City of Forest Acres Zoning Ordinance, as it may be amended from time to time, except where different regulation is specifically provided for herein:
 - a. Permitted uses (in locations depicted on Site Development Plan): Residential and commercial uses include multifamily apartments, grocery store, retail, restaurants, brewery/tap room, gas station, hotel, drive thru restaurants (on Beltline side of property), office, medical, event space, and other uses listed below:
 - (1) Multi-family residences
 - (2) Public and private recreational facilities and uses, which may include parks and playgrounds.
 - (3) Churches including Sunday school or educational buildings and other places of worship.
 - (4) Any combination, whether adjoining or separate facilities, of: (1) governmental buildings, services, and uses except relating to purposes of penology; (2) medical treatment facilities; (3) hospitals; (4) other medically oriented offices, clinic and/or laboratory; (5) assisted living, nursing, or convalescent homes (limited to 50,000 square feet), provided the total of



- all such uses shall be limited to 250,000 square feet (measured from the exterior face of the exterior walls) of the total development in the district.
- (5) Nursery and kindergarten schools provided all state requirements are met and subject applicable zoning requirements pertaining to such uses
- (6) All banks and other financial institutions.
- (7) Professional and business offices.
- (8) Dental and chiropractic offices.
- (9) Studios for teaching art, music, dancing, etc.
- (10) Retail establishments.
- (11) Restaurants.
- (12) Commercial recreational uses such as theaters and auditoriums.
- (13) Personal service establishments, including but not limited to barber and beauty shops, post office substations, shoe repair shops, dry cleaning and laundry pickup stations, garment making, tailoring and garment repair shops, excluding tattoo facilities and parlors.
- (14) Open air markets.
- (15) Call centers
- (16) Veterinarian establishments, to include boarding facilities for medical purposes only, provided that all animals shall be kept inside soundproof, air conditioned buildings.
- (17) Amusement centers containing games, facilities, and activities for children and video and computer games.
- (18) Hotels, inns, conference and convention center facilities or similar establishments.
- (19) Wine bars.
- (20) Retail beer establishments that may include a tap room, tasting room, or beer garden.
- (21) Gas station, fuel center, convenience store as an accessory use to a grocery store larger than 90,000 sq ft.
- (22) Drive thru and vehicular pickup windows for restaurants abutting Beltline Boulevard and for grocery stores or incorporated pharmacy uses.
- (23) As to the Park Parcel, other uses specified in the *Development Plan (Park Parcel)* below.
- (24) Other uses as permitted under the General Commercial District (C3) ordinance provisions, as amended from time to time.

b. Prohibited uses:



- (1) Bulk fuel storage or distribution.
- (2) Manufacturing and/or processing.
- (3) Storage yards, warehouses, mini-warehouses, distribution and fulfillment centers and other storage facilities.
- (4) Automobile or truck sales (new or used).
- (5) Major construction equipment sales.
- (6) Truck terminals.
- (7) Dance halls.
- (8) Mortuaries.
- (9) Industrial operations of any kind.
- (10) Amusement centers, billiard parlors, video poker parlors, pool halls and establishments sponsoring devices for engaging in billiards, pocket billiards or pool, and tattoo parlors.
- (11) Bars, except as operating in a full service restaurant permitted by South Carolina Department of Revenue.
- (12) Motels, boarding houses, and rooming houses.
- (13) Wholesale sales and service.
- (14) Adult and/or sexually oriented businesses, adult arcades, adult bookstores, adult video stores, adult cabaret, adult motion picture theaters, adult theaters, nude model studios, and all other adult and/or similar sexually oriented activity.
- (15) Smoke or Vape Shops.
- (16) Merchandising and sale of products containing hemp, hemp-derived cannabidiol (CBD), CBD oils, cannabis products, or vaping products of alternative consumable matter other than tobacco meant to be smoked, vaped, or ingested orally in any fashion, if this use involves more than 20% of the total square footage of the business or 1,000 square feet, whichever is less.
- (17) Drive thru and vehicular pickup windows except where specifically identified as a permitted use above.
- (18) Other uses prohibited under the General Commercial District (C3) ordinance provisions, as amended from time to time.



- c. Minimum lot width, internal setbacks, and internal landscaping and buffering:
 - i. Minimum lot width: None
 - ii. Building setbacks from internal setbacks: 0'
 - iii. Internal landscaping and buffering: 0' (Provided that internal landscaping and buffering complies with what is depicted on the Site Development Plan).
 - iv. Within the Park Parcel, for so long as that parcel is used as a public park, no minimum lot width, internal setback, or internal landscaping and buffering requirements shall apply.
- d. Minimum external building setbacks:
 - i. Forest Drive: 10'
 - ii. Beltline Boulevard: 10'.
 - iii. Penn Branch: The floodway line of Penn Branch, unless approved by the Army Corps of Engineers, Richland County, and/or FEMA, as applicable, but in no case shall be less than 10' from the City of Forest Acres Park Parcel property line.
 - iv. City of Forest Acres Park parcel: See Above.
 - v. Adjacent commercial properties: 10'. This limitation shall not apply to the boundary line between the Property and the parcel located at 3430 Forest Drive, bearing Tax ID number R14005-08-01 (the corner gas station), which shall instead be subject to the setback distance(s) of the existing structure on the Property.
 - vi. Adjacent residential properties: 50'
 - vii. Within the Park Parcel, for so long as that parcel is used as a public park, no minimum external building setbacks shall apply.
- e. Minimum external landscaping and buffering:.
 - i. Forest Drive: The Forest Drive landscape buffer will meet the minimum landscape requirements by providing (1) tree per 40 linear feet and evergreen shrubs along the building foundation that will meet the minimum size requirement of 30" in height. Trees will be located to avoid conflicts with existing overhead power lines, existing sanitary and storm lines running parallel to Forest Drive.
 - ii. Beltline Boulevard: The applicant will make an effort to meet the landscape buffer requirements along Beltline Blvd as much as feasible, however, there are existing conditions to remain that will prevent full compliance with the code. A large existing retaining wall, steep grades, and overhead powerlines will make tree planting impractical along this edge. Evergreen shrub planting will be provided in an effort to screen the façade. Tree planting will be provided along this buffer where not in conflict with these existing constraints.
 - iii. Penn Branch: Undisturbed buffer within the building setback. Where practicable, existing understory vegetation shall be selectively



- thinned, leaving larger trees (greater than 3" diameter at breast height), and understory shrubs. Where possible, existing significant trees, as defined by the Forest Acres Zoning Ordinance, that are healthy and structurally sound, shall be saved in the setback; however trees of any species 18" DBH or less may be removed without requirement for mitigation.
- iv. Adjacent commercial properties: minimum of 5'. May be disturbed and replanted with landscaping in accordance with the City's landscaping ordinance. However, trees of any species 18" DBH or less may be removed without requirement for mitigation.
- v. Adjacent Residential Properties: a minimum 50' buffer of either no disturbance, or, if disturbed, must replant with trees and landscaping in accordance with the City's landscaping ordinance; however, trees of any species 18" or less may be removed without requirement for mitigation.
- vi. A green wall shall be installed in the rear of the property in the loading area of the grocery store. Minimum height of the green wall shall be 10' or such height as is adequate to screen delivery vehicles, whichever is greater. A sample green wall is depicted on **Exhibit C** attached hereto; the green wall shall be installed and maintained in a manner consistent with or exceeding the specifications of this exhibit.
- vii. Within the Park Parcel, for so long as that parcel is used as a public park, no minimum external landscaping and buffering requirements shall apply.
- f. Maximum number of residential units: We anticipate 390 units in phase 1, 260 units in phase 3. In no event shall the total number of units exceed 675.
- g. Maximum structure height: 40 Feet. Buildings used solely for multi-family residential purposes may be built up to 60 feet in height. Buildings with a mixture of commercial and residential uses may be built up to 75 feet in height (measured from the mean ground level to the base of the roof, excluding elevator shafts, mechanical equipment, etc. that may be on the roof) when the ground floor contains either parking or commercial uses.
- h. Off street parking and loading requirements: Multifamily will have a minimum of 1 space per unit. Commercial will have a minimum of 1 space per 300 gross square feet. Dumpsters shall be screened from view of adjacent properties either by building or by fencing with landscaping as described in the Forest Acres Landscape Ordinance. There shall not be limitations on delivery times.
- i. Signs: Free Standing Signs: There shall be 1 entry sign on Forest Drive and 1 entry sign on Beltline Blvd to serve the Project. These entry signs shall be monument-style signs with a maximum height of 25'; will be a minimum



of 10' from the road right-of-way; may incorporate backlighting or other internal lighting; and may include one static-display digital message board per sign face (not to exceed 27 square feet per sign face, not to change messages more frequently than once per 30 seconds, and not to include messaging other than fuel prices). The entry signage depicted on **Exhibit D-2** is determined to satisfy these and other applicable sign regulation requirements. Other site signs such as directional signs, street signs, and incidental signs where provided shall comply with applicable sign regulations in the Zoning Ordinance and complementary to the Section III.10 below in this PDD document. Additionally, any commercial building fronting on Beltline Blvd or Forest Drive shall have the right to install a monument sign that does not exceed 10' in height.

- j. Wall Signs: Building signage shall be permitted on the front of retail buildings as well as the rear for any double sided retail buildings. Each commercial use may have no more than six (6) wall or projecting signs, provided the total area of all wall mounted or projecting signs does not exceed one hundred twenty (120 square feet per commercial use. Commercial buildings greater than 90,000 square feet shall have no more than 9 wall or projecting signs, provided the total area of all wall mounted or projecting signs does not exceed one thousand (1,000) square feet (the signage depicted on **Exhibit D-1** is determined to satisfy these and other applicable sign regulation requirements). Hand painted murals are permitted on 1 wall per building provided the wall does not face Forest Drive or Beltline Boulevard.
- k. Streets (Private and Public): All parking lots and driveways on the Mixed Use Parcel will remain private, subject to existing easement rights for the benefit of the Park Parcel, and construction and maintenance thereof are the responsibility of the property owner. Existing accesses on Forest Drive and Beltline Boulevard will remain as is, unless otherwise required by SCDOT.
- I. Infrastructure bonding: All applicable requirements shall be met prior to issuance of permits.
- m. Plat approvals: All applicable requirements shall be met before approvals or permitting. Owner may subdivide the Mixed Use Parcel property into one or more parcels as construction of the project moves forward so long as each new parcel meets code requirements.
- n. Site plan approvals: All applicable regulations shall be met before approvals or permitting.
- III. Development Plan (Mixed Use Parcel)



Descriptive Statement:

SE Forest Acres, LLC plans to redevelop Richland Mall into a mixed-use property that includes retail, apartments, and grocery over the 25.5-acre Mixed Use Parcel in three phases of construction. Demolition has started on the existing mall. Approximately 6.5916 acres of the original 32-acre parcel was purchased by the City of Forest Acres for a new City Park. Phase 1 includes redesigning the main thoroughfare between Forest Drive and Beltline Boulevard within the property and construction of a new multifamily residential apartment complex with 4,000 to 10,000 square feet of retail, restaurant, and other commercial space on the ground level including a potential standalone building fronting Beltline Blvd. Existing access locations will stay the same. A portion of the existing parking garage will stay to provide parking for the multifamily, retail, restaurants, and other commercial users and grocery uses in Phase 1. A minimum of 400 parking garage spaces will be available for retail, restaurant, and grocery users. Phase 2 includes a grocery store that will be up to 120,000 square feet, a fuel center, and 25,000 to 40,000 square feet of new retail, restaurants, and other commercial use buildings with associated parking along the main thoroughfare to the City Park. Phase 3 shall include additional retail, restaurants, and other commercial users, outparcel users (that may include quick service restaurant users with drive-thrus, banks, or other similar uses), hotels, additional multifamily apartments, or other uses permitted under this PDD on the eastern portion of the project site consistent with the Site Development Plan.

Refer to **Exhibit B** – Development Plan

- Site Boundaries: The Mixed Use Parcel project site is 25.57 acres bounded on the north by an existing gas station, on the east by Beltline Boulevard, on the south by the Park Parcel and residential properties, and on the west by Forest Drive. See *Exhibit A* for legal description.
- 2. Area and Location of each use: For Phase 1 of the PDD, the two wings of the existing garage will be demolished and replaced with 4-story residential units with commercial and amenity space on the ground floor. A portion of the existing garage will be reused to provide parking for the residents, commercial users and Phase 2 grocer. The thoroughfare through the property will be tree-lined and connect Forest Drive with Beltline Boulevard. Phase 2 consists of an anchor grocery store with 25,000 to 40,000 square feet of retail, restaurant, and/or other commercial use buildings that will connect Forest Drive and Beltline Boulevard to the new City Park. Phase 3 includes multiple Retail buildings, outparcels, office space, or the potential for additional residential units. Structures and uses shall be located as depicted on the Site Development Plan in Phases 1 and 2, subject to minor modifications in the orientation or location of buildings and site improvements as approved by the Zoning Administrator upon a



determination that such modifications do not materially affect the character of the development, including its interface with the City's Park Parcel. The Phase 3 uses shall be one or more of the uses permitted by Sections II.a and II.b. The Phase 3 site layout, landscaping, structures, and locations, unless consistent with the approved Site Development Plan, shall be subject to City approval as a major amendment to the PDD. The uses along Beltline Blvd shall be determined by Developer in a manner consistent with this PDD and not in violation of Section II.

- 3. Number and density of dwelling units by type: The current plan consists of up to 675 units for multifamily (380 in Phase 1), up to 169,600 square feet of retail, restaurant, office, outparcel uses, fuel center, and other commercial uses. While this unit count and retail square footage may fluctuate in response to design conditions, under no circumstances shall the total number of residential units exceed 675 or the total commercial/office/hospitality square footage exceed 250,000 sf. over the total site.
- 4. <u>Description of open space locations, uses and proposed dedication for public use:</u> Approximately 6.5 acres of the existing mall property was bought by the City of Forest Acres to turn into a City park. Penn Branch is heavily developed, with portions of the existing mall spanning over the creek. As part of this project, the existing mall will be removed over Penn Branch and there will be no additional encroachment of the proposed development to Penn Branch. The proposed buildings will be situated further back from Penn Branch than the existing mall.
- 5. Ownership and maintenance of streets, and proposed dedication to public: All parking lots and driveways will be constructed and maintained by the property owner.
- 6. <u>Parking and Traffic:</u> A traffic engineer has been engaged for a traffic study to include all 3 phases of the development. The traffic report will be shared with the City of Forest Acres and will coordinate with SCDOT on access.
- 7. <u>Steps proposed to comply with landscape regulations:</u> The landscape plans will conform to the Zoning Ordinance of the City of Forest Acres, the Site Development Plan, and the approved landscape concept plan as shown on **Exhibit E**.
- 8. <u>Steps proposed to comply with sediment control and storm drainage regulations</u> (Subject to approval and permitting by all applicable regulatory agencies):
 - a. Sediment and erosion control during construction will be per SCDHEC National Pollutant Discharge Elimination System (NPDES) regulations, including the implementation of a phased

June 28, 2024



- Storm Water Pollution Prevention Plan (SWPPP) and construction of sediment basins and other Best Management Practices to limit sediment transport offsite.
- b. The existing stream buffer for Penn Branch averages 14' on the north side of Penn Branch. This redevelopment will not decrease this existing buffer and will only increase where feasible.
- c. Storm water post development peak runoff rates will be equal to or less than the pre-development peak runoff rates for the 2-, 10-, and 25-year storm events.
- d. Permanent water quality measures will include the capture of the first 1" of runoff from the developed area and release over a 24hour period. Other infiltration and structural practices may also be used to treat the first 1" of runoff to 80% reduction of total suspended solids.
- e. Penn Branch is in the Gills Creek watershed. There is a Total Maximum Daily Load (TMDL) for low dissolved oxygen for the Gills Creek Watershed. The project will conform to the TMDL by controlling sediment during construction with practices outlined in the approved SWPPP. There is also a TMDL for fecal coliform for the Gills Creek Watershed. Infiltration methods and other structural practices will be used to reduce fecal coliform contamination from the project site. New sanitary sewer services for this project will be constructed and connected to existing sanitary sewer mains.
- 9. Outline for development phasing with anticipated timeframes: This is a three phase development. Phase 1 is anticipated to break ground within 24 months after zoning approval with a 24 to 36 month construction duration. Delays due to weather, other natural causes, market conditions, or unusual or extreme circumstances will be submitted in writing to the City Administrator. Phase 2 is anticipated to break ground within 24 months after the completion of Phase 1. Phase 3 does not have a ground breaking timeline.
- 10. <u>Design standards</u>, <u>procedures and methods demonstrating that development will result in an integrated use district; functional and compatible with area:</u>

Buildings will meet or exceed the following criteria:

- Predominant use of cementitious products such as fiber cement boards, cementitious stucco, brick, and stone for exterior cladding
- Acceptable accent materials are wood, metal, tile, and glass
- Towers, spires, chimney pots, dormers, and decorative architectural elements are allowed
- Vinyl or aluminum siding is prohibited



- Note: Applicant may submit architectural elevations, photographs, and other representations of improvements typical of use by the applicant. Such submittals are prototypes of similar use structures for illustration purposes. Exact replication of such existing building improvements may not be available/possible for the proposed site.
- 11. <u>Proposed restrictive covenants:</u> Not applicable except as set forth in item 4 above. This project will be a multi owner property.
- IV. Development Plan (Park Parcel): The Park Parcel will be developed as a public park, defined as broadly as possible to include, but not be limited to, greenspace, outdoor areas, walking trails, benches, passive and active recreation uses, facilities, and courts, bathroom facilities, event space, performance space, outdoor stage and amphitheater uses, screens and audio amplification, splash pads and other recreational water facilities, ticketed and unticketed special events, festivals, concerts and performances, farmer's markets, art fairs, temporary food trucks, event vendors, temporary beer/wine garden events, any other use or facility permitted at any other public park owned and/or operated by the City, and any other use or facility now or in the future associated with, ancillary, accessory, or incidental to public parks. To avoid creating competition with uses in the Mixed-Use Parcel, permitted uses in the Park Parcel shall not include any permanent restaurant, permanent canteen, or other facility providing prepared foods or beverages to the public on a permanent, ongoing basis; provided, however, that permitted uses shall include temporary food or beverage vendors, including at park events, and permanent facilities that can be used for preparation of food for catered events and other events at the Park Parcel. In the event that Mixed-Use Parcel owner determines that certain Park Parcel use or uses are negatively impacting the users of the Mixed-Use Parcel, the Mixed-Use Parcel owner shall be entitled upon request to a meeting with authorized officials of the City of Forest Acres to discuss addressing such impacts. While the Site Development Plan depicts a sample park layout, the final design, layout and development of the park is not required to conform to the Site Development Plan and shall instead be based on a design and layout approved by the City of Forest Acres City Council subject to this PDD ordinance and other generally applicable zoning regulation.



Exhibit A Survey



Exhibit B Site Plan and Phasing Plan



Exhibit C Sample Green Wall



Exhibit D Approved Signage Plan



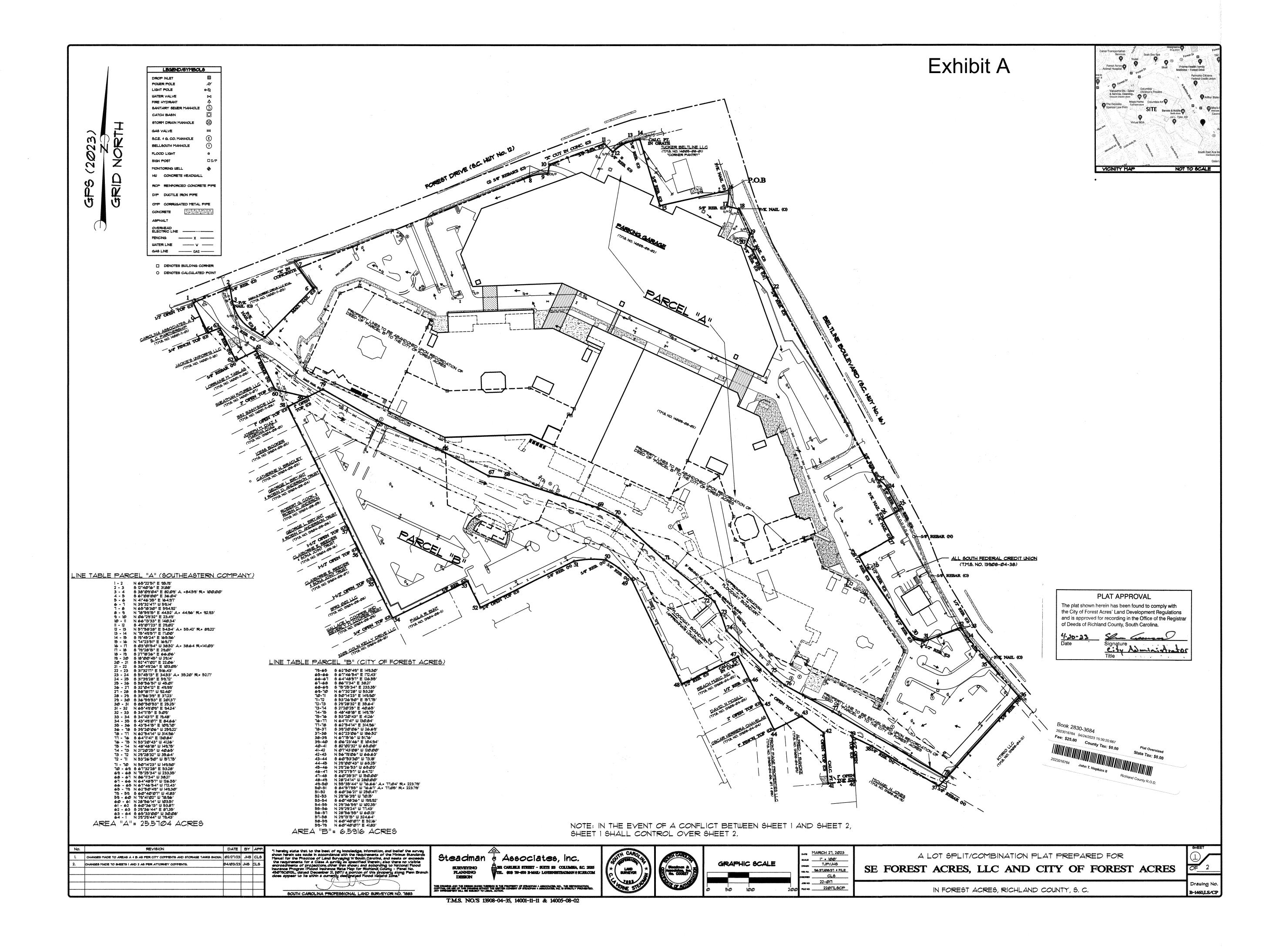
Exhibit E Landscape Concept Plan

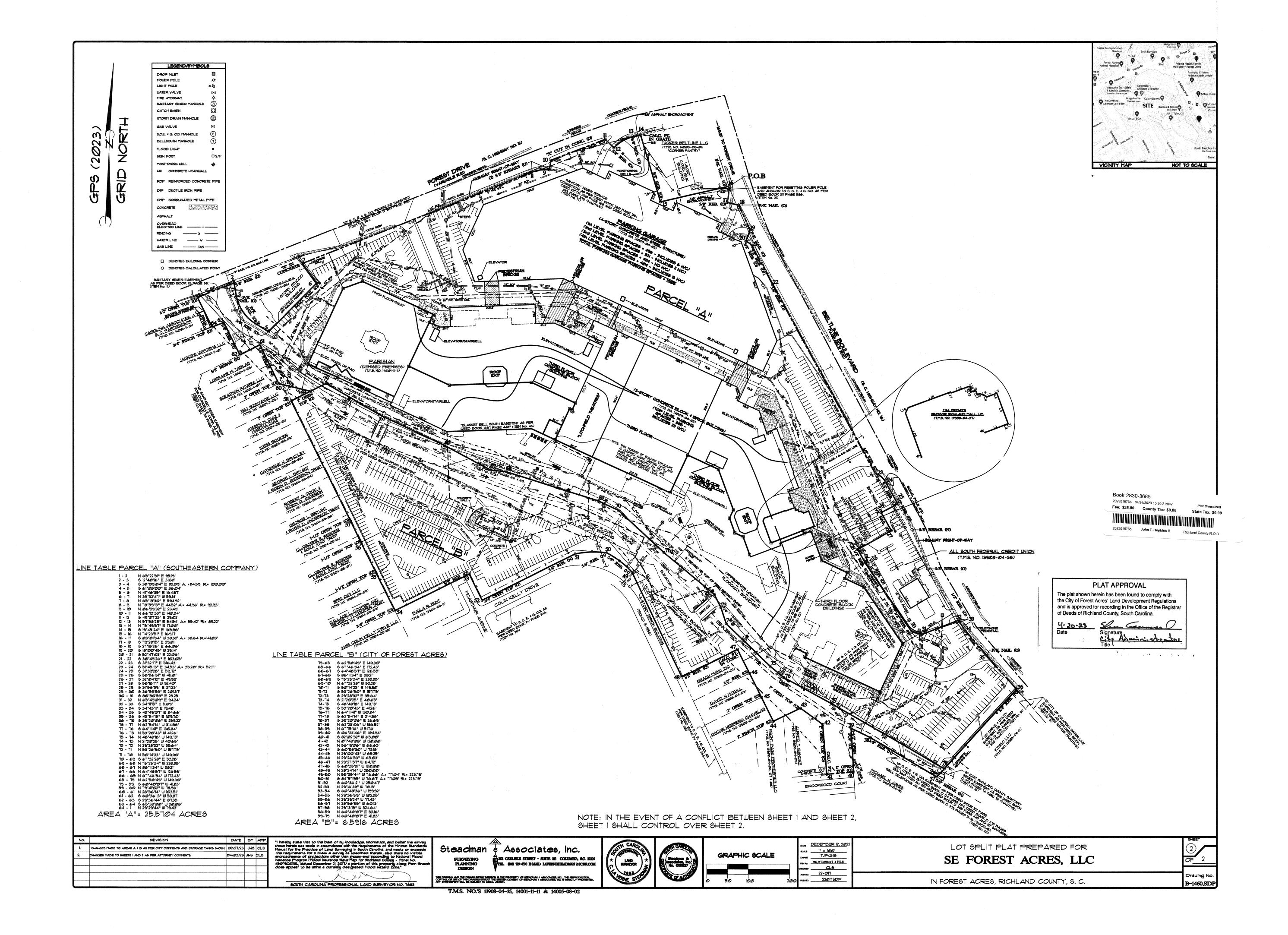
Exhibit A Legal Description

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown as Parcel "A", containing 25.5704 acres, more or less, on that certain Lot Split/Combination Plat Prepared for SE Forest Acres, LLC and City of Forest Acres by C. La Verne Steadman, PLS 7883, of Steadman & Associates, Inc., dated March 27, 2023, last revised April 3, 2023, and recorded April 24, 2023 in the Recording Office in Book 2830 at Page 3684, as further depicted on that certain Lot Split Plat prepared for SE Forest Acres, LLC by La Verne Steadman, PLS 7883, of Steadman & Associates, Inc., dated December 12, 2022, last revised April 3, 2023, and recorded April 24, 2023 in the Recording Office in Book 2830 at Page 3685. Reference to said plats are craved for a more complete and thorough description.

Derivation: Deed to SE Forest Acres, LLC from Century Capital Group, LLC, dated January 4, 2023 and recorded January 4, 2023 in the Recording Office in Book 2806 at Page 3740; and, Deed to SE Forest Acres, LLC from Forest Holdings, LLC, dated January 4, 2023 and recorded January 4, 2023 in the Recording Office in Book 2806 at Page 3753.

Tax Map Numbers: Portions of R13908-04-35, R13908-04-36, R13908-04-37, R14001-11-11 and R14005-08-02.









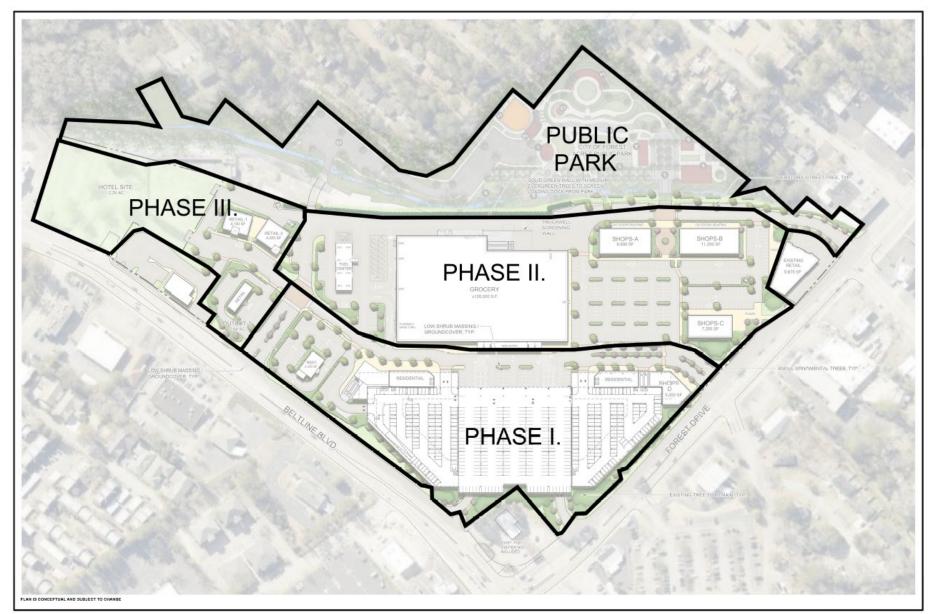




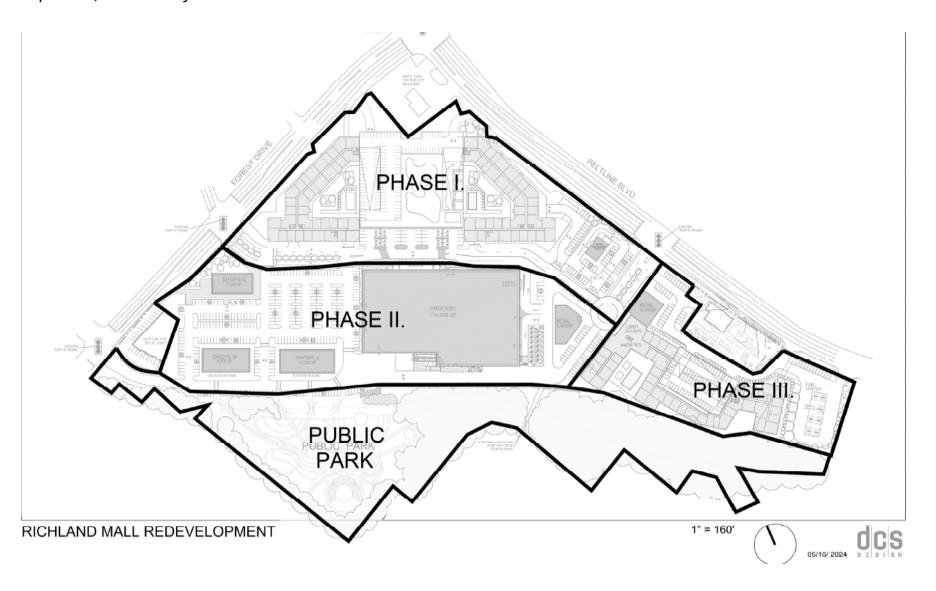


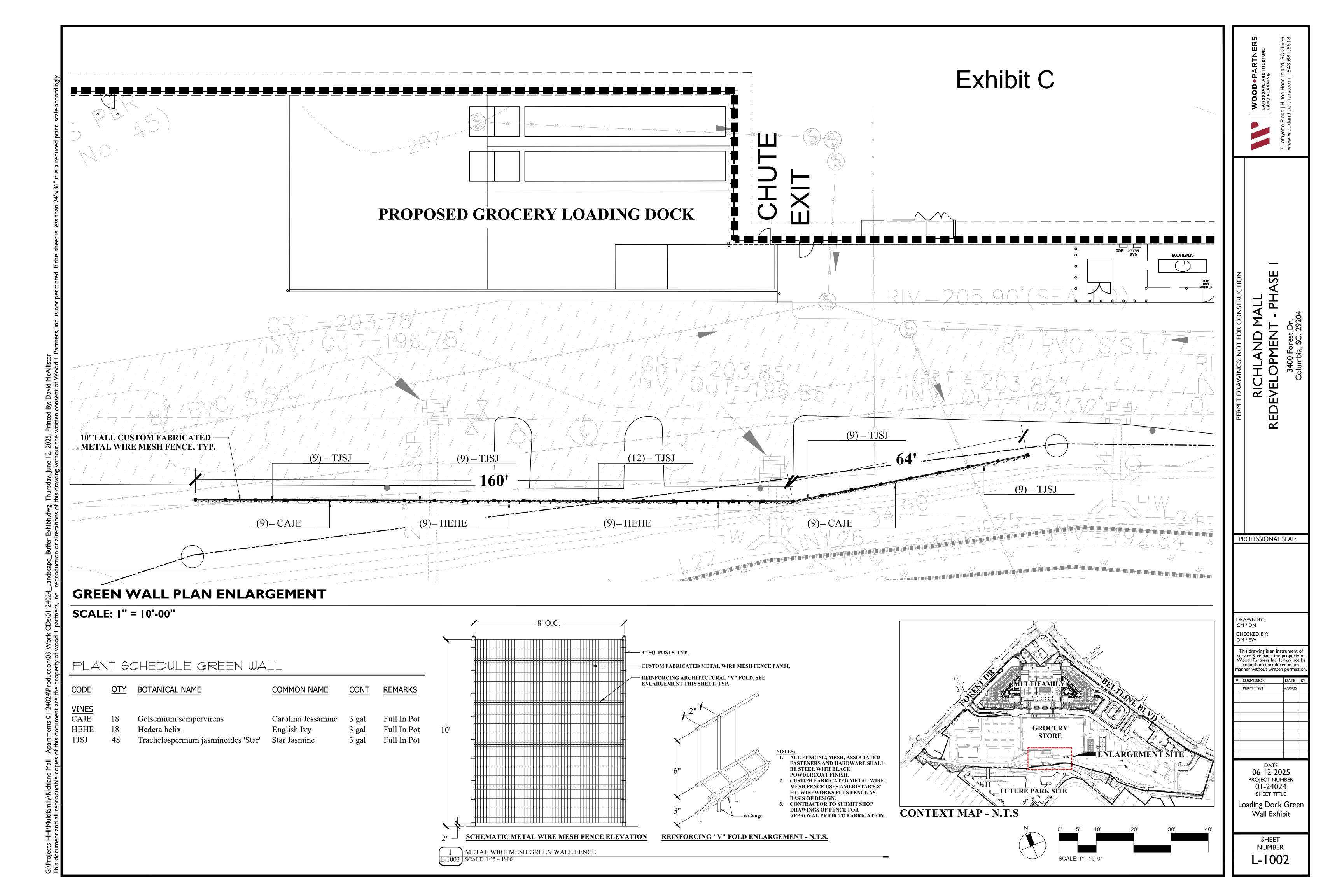




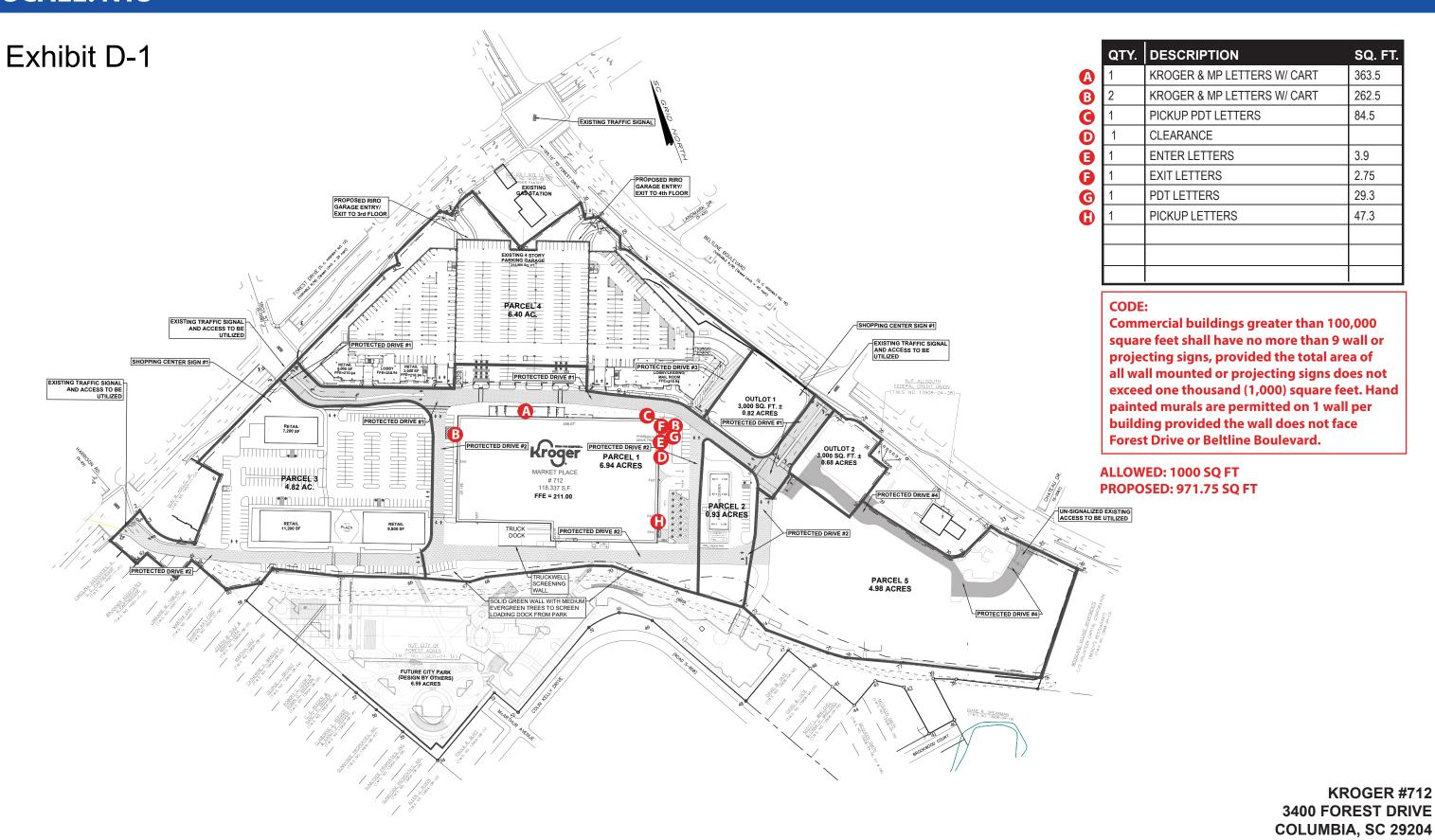


Exhibit B
Option 2
Phase I and II shall be the same as
Option 1, Multifamily in Phase III





SCALE: NTS



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CUSTOMER APPROVAL:



DRAWING NO: 1596410448.05

KROGER #712

SQ. FT.

363.5

262.5

84.5

3.9

2.75

29.3

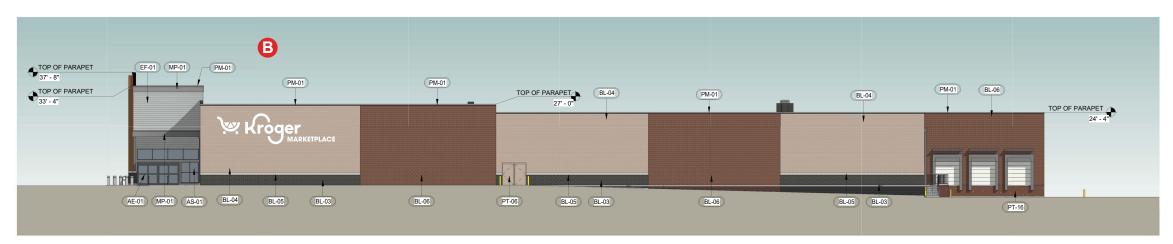
47.3

SCALE: 1/32" = 1'0"



FRONT ELEVATION

1/16" = 1'-0"



2 RIGHT ELEVATION 1/16" = 1'-0"

> KROGER #712 3400 FOREST DRIVE COLUMBIA, SC 29204

> > J. Allington



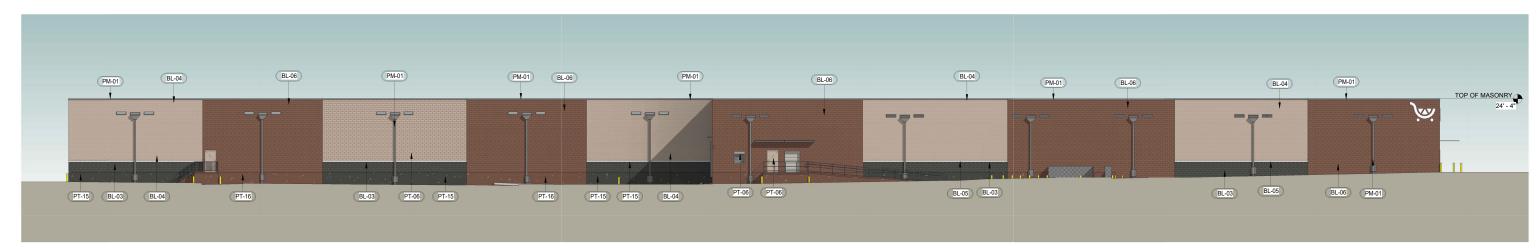
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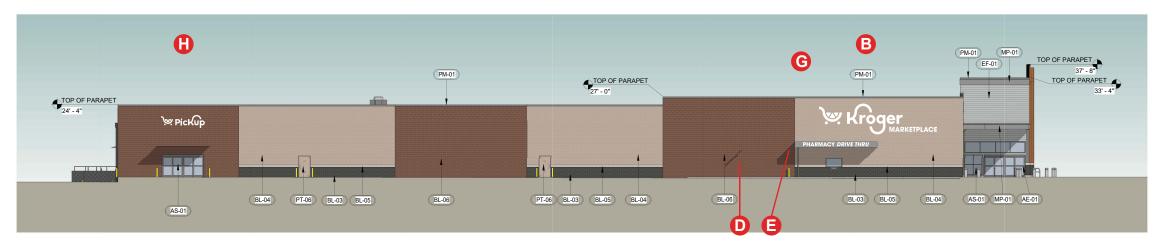
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RIOC			Rev. #5		
			Rev. #6		

DRAWING NO:
1596410448.05

DATE: 07.09.2025



REAR ELEVATION 1/16" = 1'-0"



4 <u>LEFT ELEVATION</u> 1/16" = 1'-0"

KROGER #712 3400 FOREST DRIVE COLUMBIA, SC 29204



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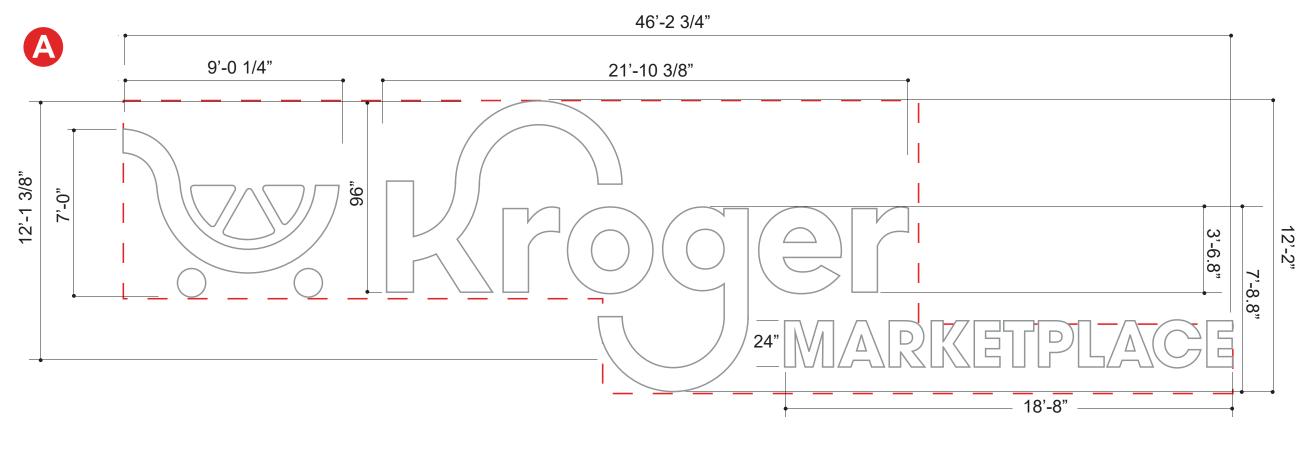
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DATE:	Rev. #2
	Rev. #3



Rev. #5

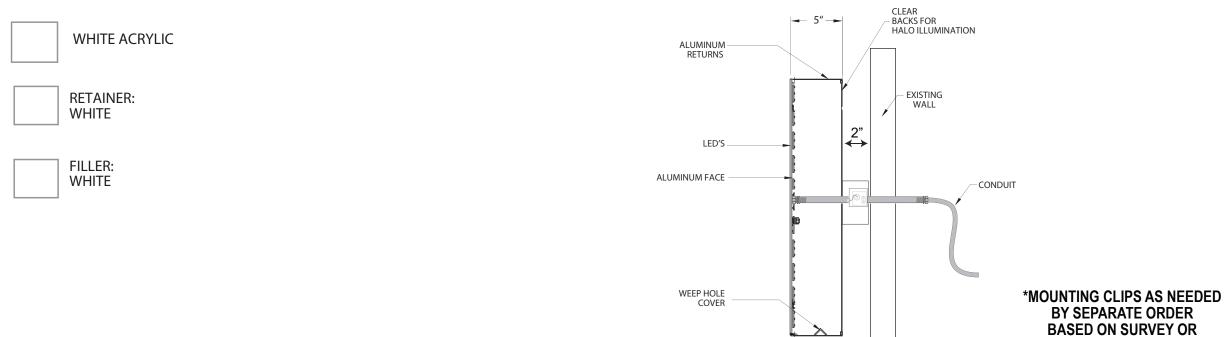
Rev. #6

DRAWING NO: 1596410448.05



HALO ILLUMINATED CHANNEL LETTER SET

TYPICAL SECTION



363.5 SQ. FT.

scale: 1/4" = 1'-0"



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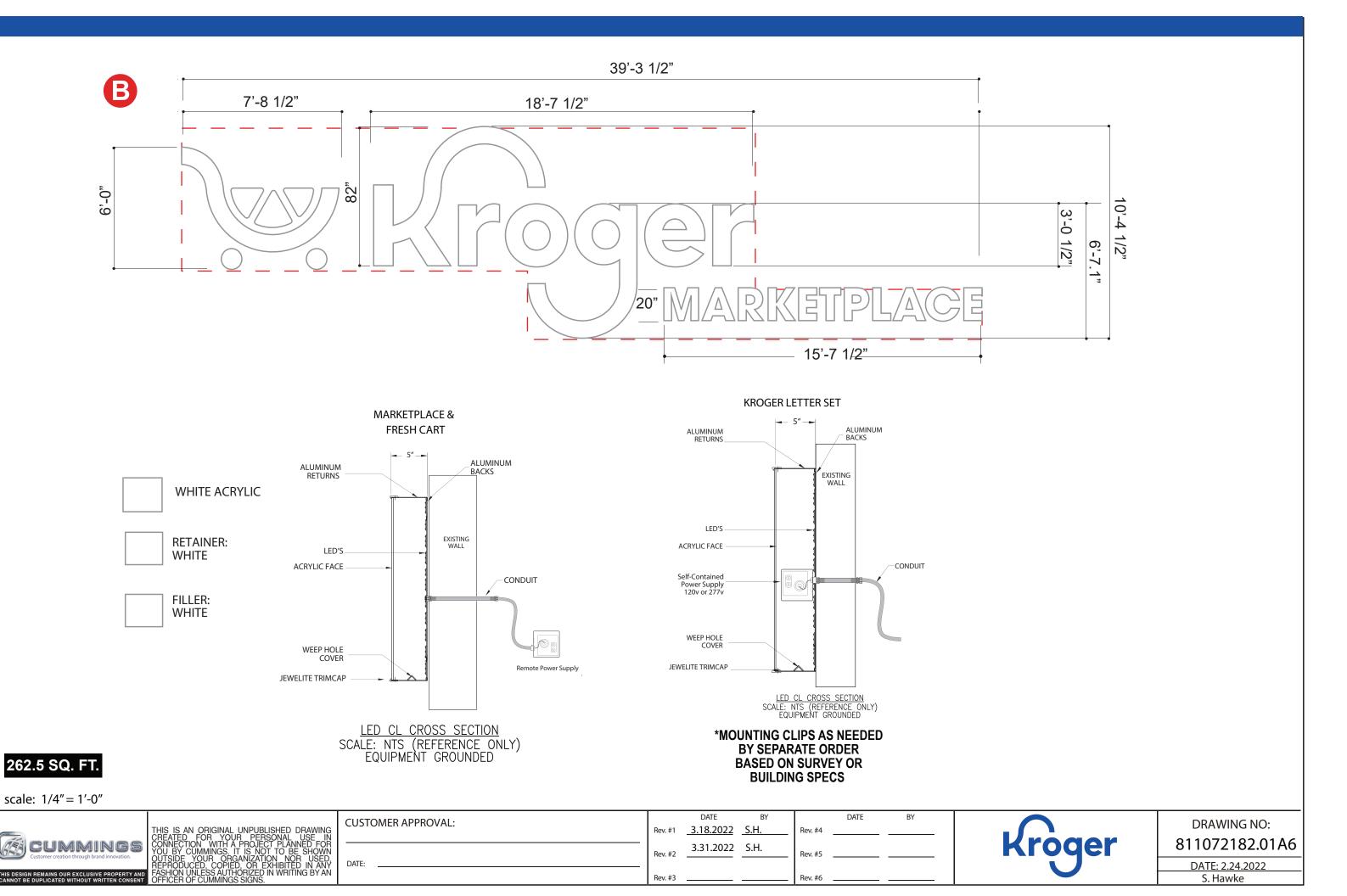
	DATE	BY		DATE	BY	
Rev. #1	3.18.2022	S.H.	Rev. #4			
Rev. #2	3.31.2022	S.H.	Rev. #5			
Rev. #3			Rev. #6			



BUILDING SPECS

DRAWING NO: 811072182.01A2

DATE: 2.24.2022 S. Hawke





PHARMACY DRIVE THRU

9'-11" -

FOR USE ON CMU BLOCK OR EIFS SUBSTRATE.

1'-3"

3'-2"

• NOT INTENDED FOR USE ON NEW OR EXISTING BRICK FINISHES WITHOUT EXPRESS APPROVAL FROM G.O. PLANNING AND DESIGN.

WALL PAINTED TO MATCH KROGER BLUE VINYL -

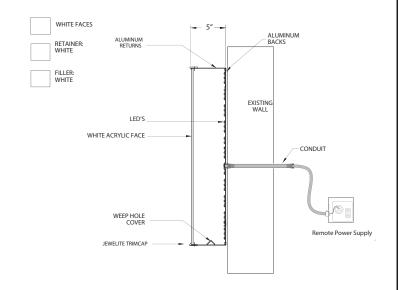


Kroger Blue (PMS 2728C) - Exterior Quart Formula

NOTE:
PAINTING IS NOT PART OF THE
SIGNAGE SCOPE - PAINTING IS THE
RESPONSIBILITY OF G.C.

SCALE: 1/2" = 1'-0"

● INTERNALLY ILLUMINATED CHANNEL LETTERS.
ALUMINUM SIDES & BACK PAINTED WHITE.
WHITE TRIMCAP RETAINER.
FLAT, WHITE POLYCARBONATE FACE
WHITE LED ILLUMINATION.

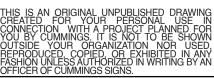




TYPICAL PAINTED AREA:
PICKUP SIDE ENTRY - FRONT FACADE
BANNER COLOR PAINTED BACKGROUND WITH
STENCILED DIRECTIONAL ARROW WHITE.
WHITE ILLUMINATED CHANNEL LETTERS.

84.5 SQ. FT.



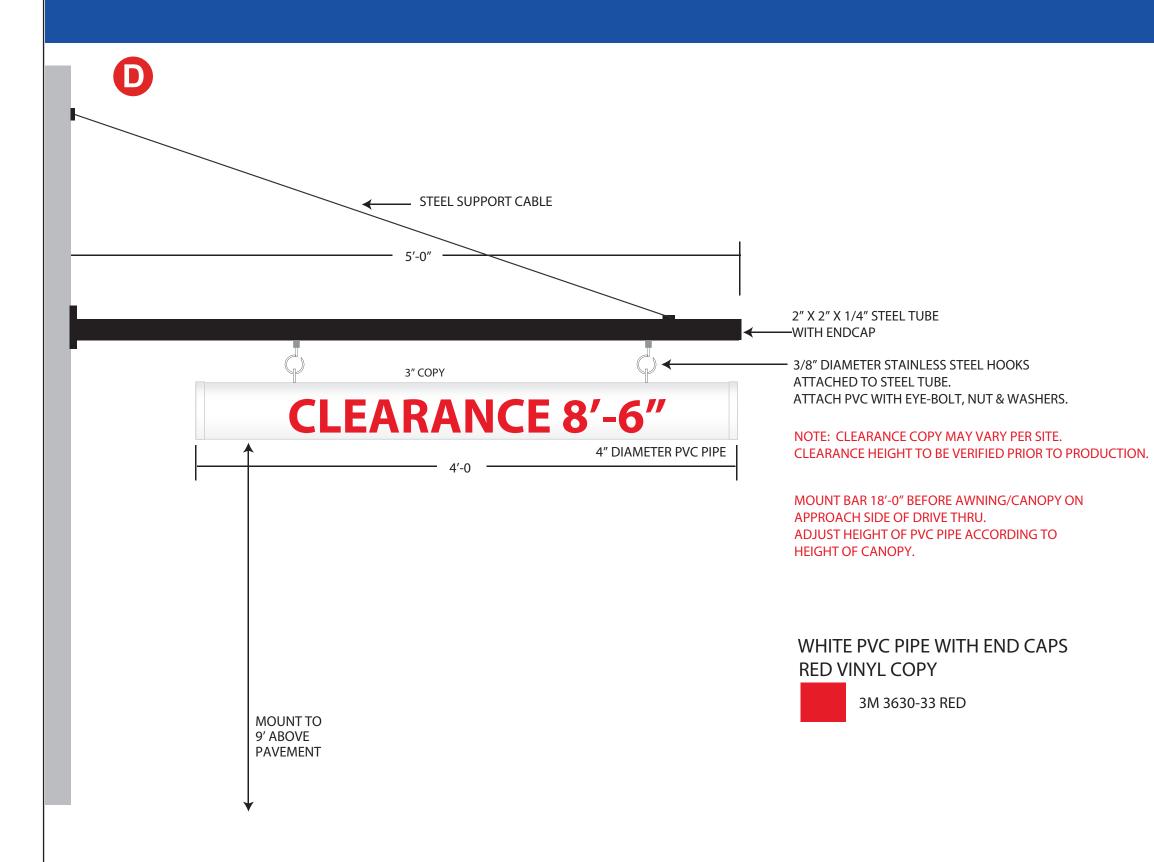


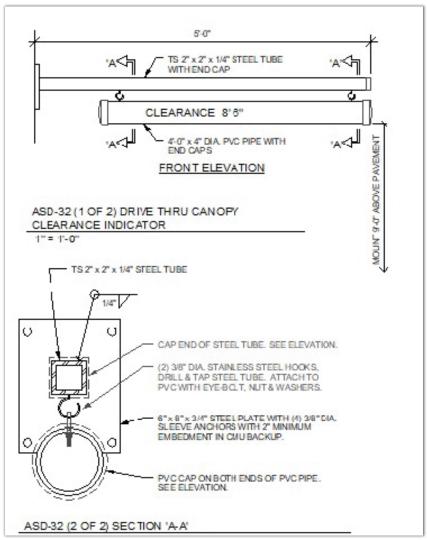
CUSTOMER APPROVAL:	Rev. #1	D
DATE:	Rev. #2	
<u> </u>	Rev. #3	



DRAWING NO: 7699332377.03A2

DATE: 6.8.2023 S. Hawke





PART # 403-STEEL-92469



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	Rev. #3			Rev. #6	



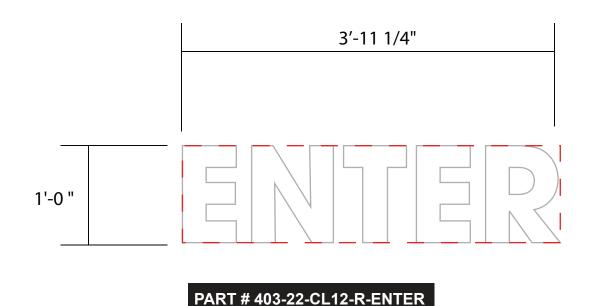
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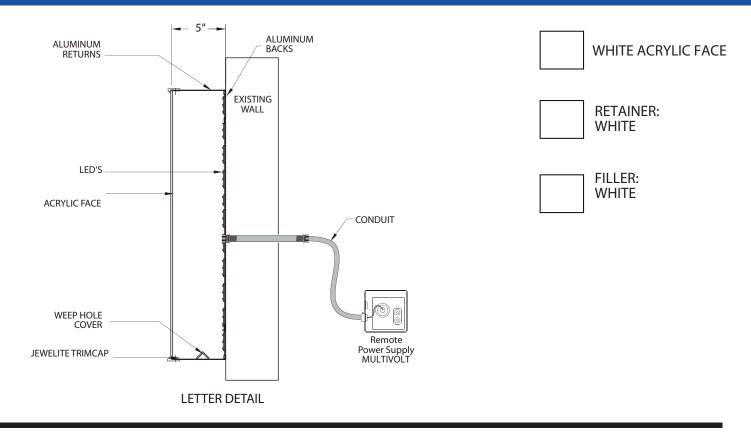
92525.01

DATE: 3-4-2019
S. Hawke

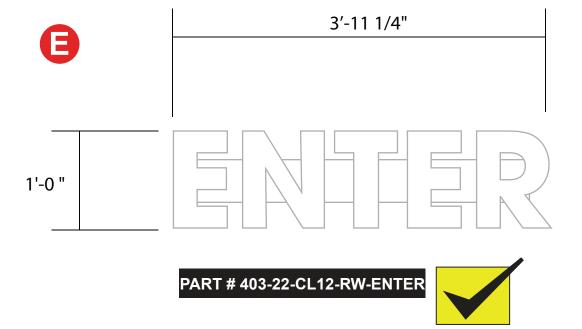
DRIVE THRU CANOPY SIGNAGE - 2022

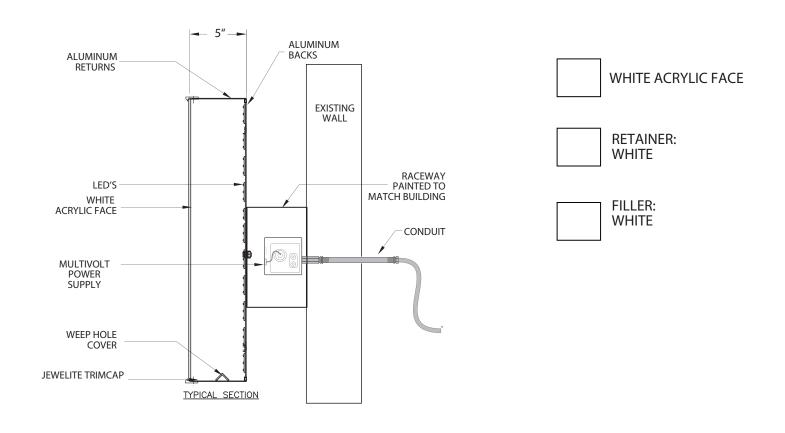
REMOTE LETTER SET Preferred





RACEWAY MOUNT LETTER SET Optional - based on conditions



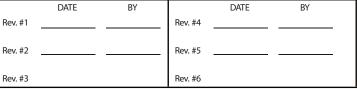


3.9 SQ. FT.



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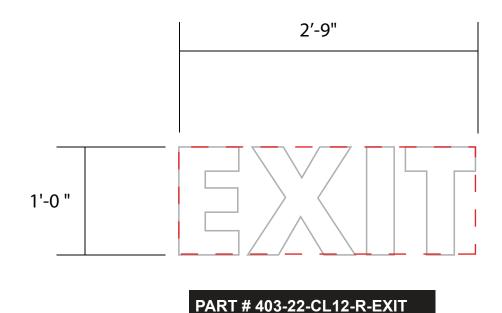


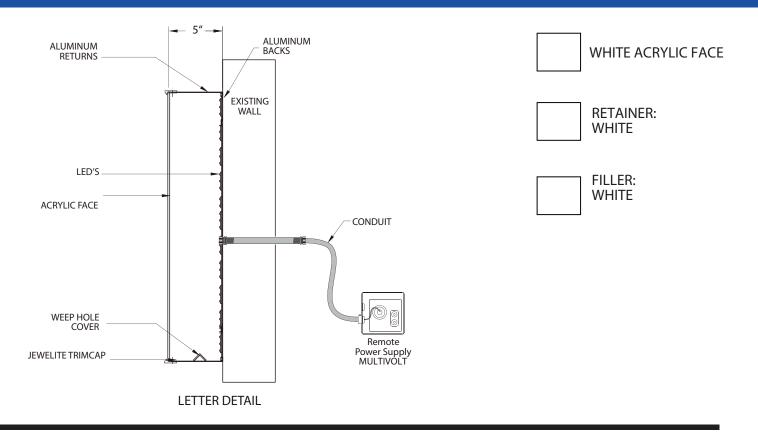
DRAWING NO: 809507286.00A

DATE: 12-16-2021 S. Hawke

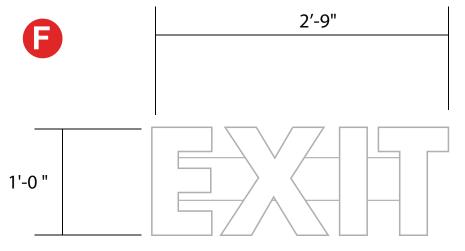
DRIVE THRU CANOPY SIGNAGE - 2022

REMOTE LETTER SET Preferred



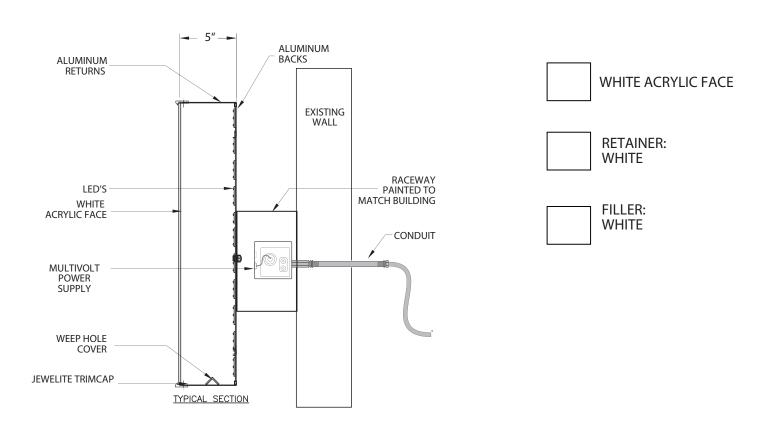


RACEWAY MOUNT LETTER SET Optional - based on conditions



PART # 403-22-CL12-RW-EXIT





2.75 SQ. FT.



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	Rev. #3			Rev. #6			



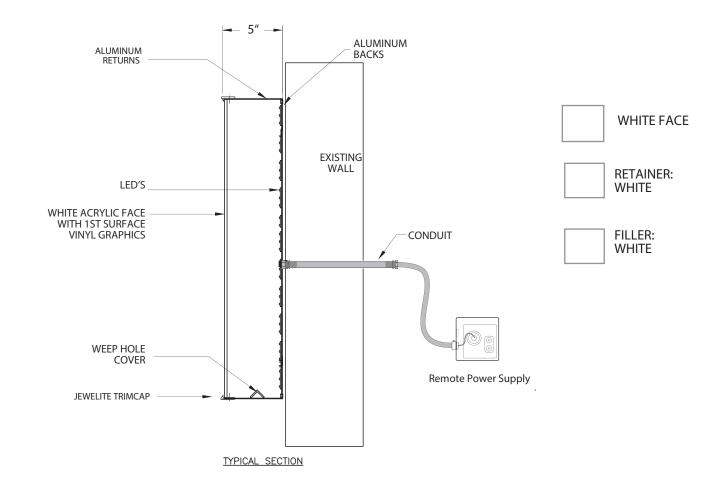
DRAWING NO: 809507286.00B

DATE: 12-16-2021 S. Hawke



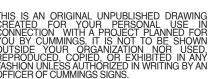
16" PHARMACY DRIVETHRU

22'-0" -

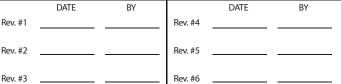


29.3 SQ. FT.





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DRAWING NO: 809507172.00A

DATE: 12-10-2021 S. Hawke

INTERNALLY ILLUMINATED CHANNEL LETTERS

H

14'-6'3/4"

4'-4"

36" 24"

PICKUD

- FOR USE ON CMU BLOCK OR EIFS SUBSTRATE.
- NOT INTENDED FOR USE ON NEW OR EXISTING BRICK FINISHES WITHOUT EXPRESS APPROVAL FROM G.O. PLANNING AND DESIGN.
- NOT INTENDED FOR USE ON LOCATIONS UNDER LARGE ARCHITECTURAL OVERHANGS OR CANOPIES

WALL PAINTED TO MATCH KROGER BLUE VINYL -

Kroger Blue (PMS 2728C) - Exterior Quart Formula

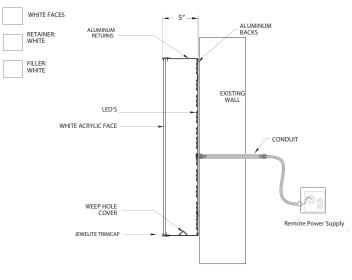
SCALE: 1/2" = 1'-0"

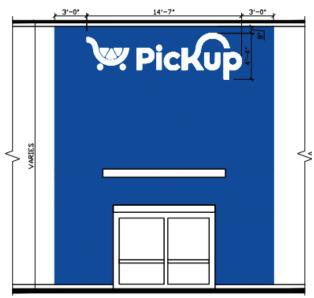


TYPICAL PAINTED AREA: PICKUP FRONT ENTRY DOOR NEAR CORNER -

CENTERED HORIZONTALLY OVER CANOPY/DOOR AND OR AT LEAST 1'-6" FROM CORNER OF BUILDING.
CREATE PAINT FINISH BREAK ON OPPOSITE SIDE EQUAL DISTANCE FROM EDGE OF SIGN LEFT & RIGHT.

• INTERNALLY ILLUMINATED CHANNEL LETTERS. ALUMINUM SIDES & BACK PAINTED WHITE. WHITE TRIMCAP RETAINER. FLAT, WHITE POLYCARBONATE FACE WHITE LED ILLUMINATION.





TYPICAL PAINTED AREA: PICKUP FRONT ENTRY DOOR ON BLANK FACADE -

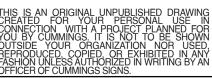
CENTERED HORIZONTALLY OVER CANOPY/DOOR. INSTALLED 8-12" FROM BOTTOM OF CORNICE/COPING - or-CENTERED VERTICALLY BETWEEN CANOPY OR DOOR AND CORNICE/COPING.

CREATE PAINT FINISH BREAKS 3' MINIMUM FROM EDGE OF SIGNAGE.

47.3 SQ. FT.

PART # 403-23-CL36-PUCRTWH





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DATE:	

	DATE	BY		DATE	BY
Rev. #1			Rev. #4		
Rev. #2			Rev. #5		
Rev. #3			Rev. #6		

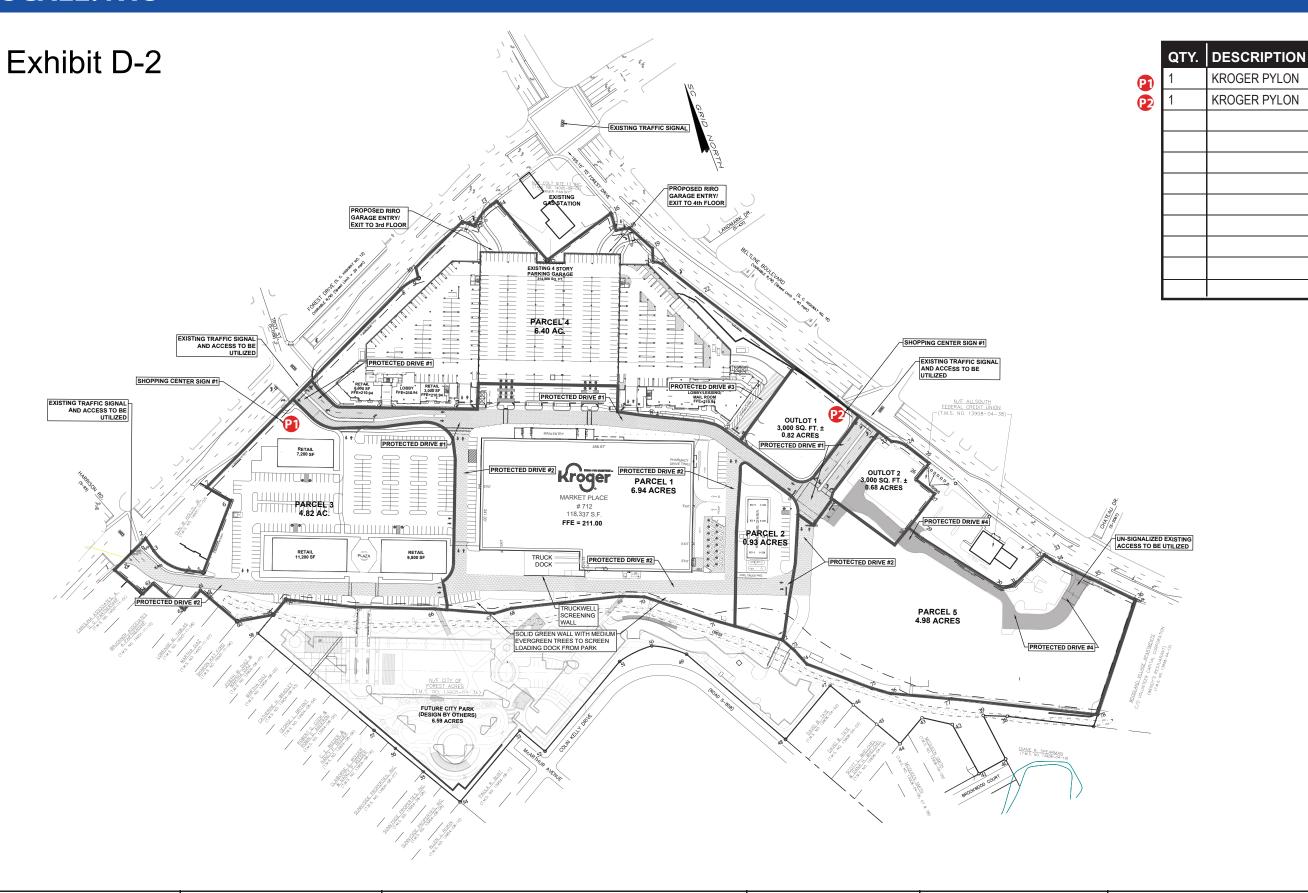


DRAWING NO: 7699332377.03A1

DATE: 6.8.2023

S. Hawke

SCALE: NTS



KROGER #712 3400 FOREST DRIVE COLUMBIA, SC 29204



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Rev. #2			Rev. #5			
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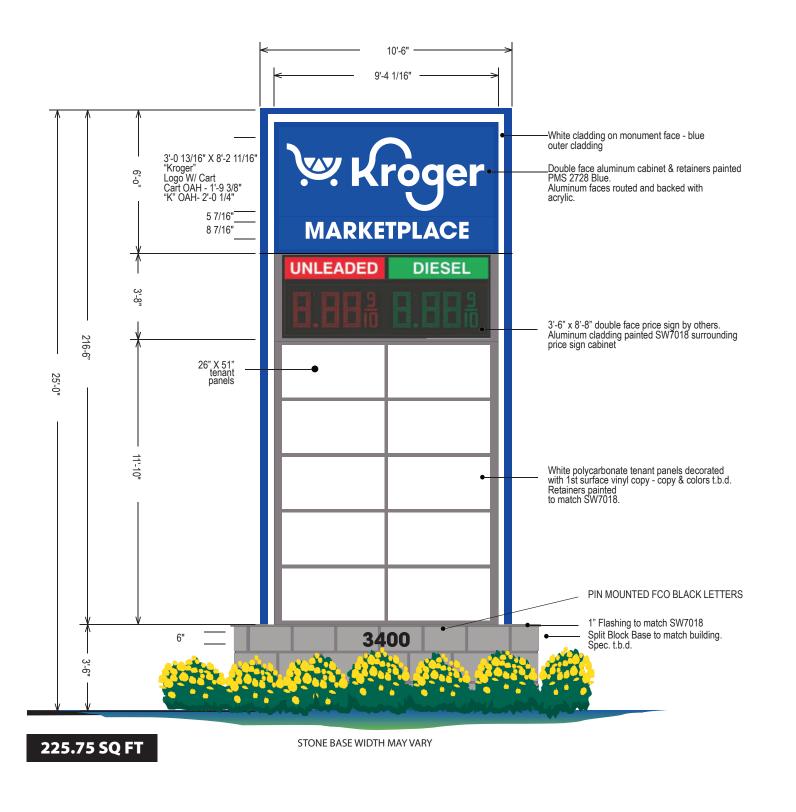


DRAWING NO: 1596410448.05

SQ. FT.

225.75 225.75





WHITE SW7018 → 1'-10" ← NOTE: ENGR. TO DETERMINE FINAL CABINET DEPTH

> KROGER #712 3400 FOREST DRIVE COLUMBIA, SC 29204

COLOR KEY

3730-8537 KROGER BLUE

CUMMINGS
Customer creation through brand innovation.

SCALE: 1/4" = 1'-0"

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DATE BY DATE BY
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Rev. #2 Rev. #3 Rev. #6

END VIEW



DRAWING NO: 1596410448.05

18" Double Product, Single Face

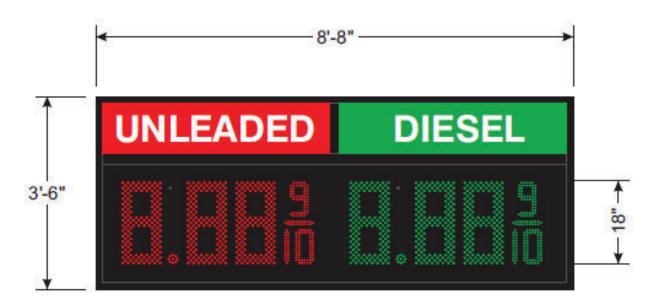
Coupa # 555008 (Part number also used for retrofitting existing custom signs)

Standard Commodities/Colos shown.

IF non-standard (PREMIUM, E85, etc..) Specify in Coupa "NOTES"

CONSTRUCTION:

- Fabricate a double product S/F LED price sign; using 18" LED units, (1x) red & (1x) green.
- Illumination: 12VDC LED backlighting.
- Cabinet: .080" aluminum painted black.
- Commodity panels:
- .177" white acrylic decorated with 3M 3630 scotchcal film 1st surface
- Red. 3630-33
- Green, 3630-26



ELECTRICAL:

Circuit 1 (LIGHTS) 1A

Circuit 2 (LED price) 1.5A

120 VAC, Total circuits 2, 10A recommended

ELEVATION

SCALE: 1/2" = 1'-0"

*Contact Landmark to discuss your specific needs.

2" x 2" x 1/8" Steel Angle Bolted to Back (Full Length) 10 1/2"

LANDMARK Sign Alliance, Inc. Working Together For You

Phone: 719.220.0075

Client:

The Kroger Co

Date: 09/7/2014

Drawn by: MLB

1/26/15; updated notes

Drawing Number: 140817.2

Sheet: 1 of 1

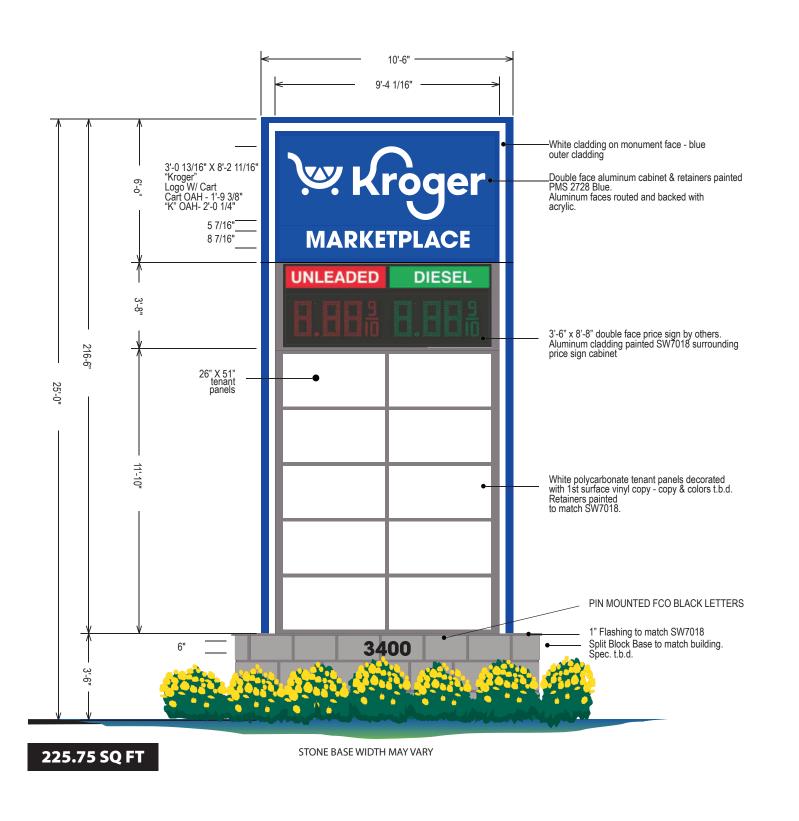
Approved:

Notes:

This is an original unpublished drawing created by The Landmark Alliance, Inc. It is submitted for your personal use in conjunction with a project being planned for you by The Landmark Alliance, Inc. It is not to be shown to anyone outside of your organization, nor is it to be used, copied, modified, reproduced, or exhibited in any fashion.

SIGNAREA: 30.3 sqft





→ 1'-10" ← NOTE: ENGR. TO DETERMINE FINAL CABINET DEPTH END VIEW

> KROGER #712 3400 FOREST DRIVE COLUMBIA, SC 29204

COLOR KEY

WHITE

SW7018

3730-8537 KROGER BLUE

CUMMINGS Customer creation through brand innovation.

SCALE: 1/4" = 1'-0"

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CUSTOMER APPROVAL:

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Rev. #2 3.31.2022 S.H.

Rev. #3

Rev. #5 ______

Rev. #6



DRAWING NO: 1596410448.05

18" Double Product, Single Face

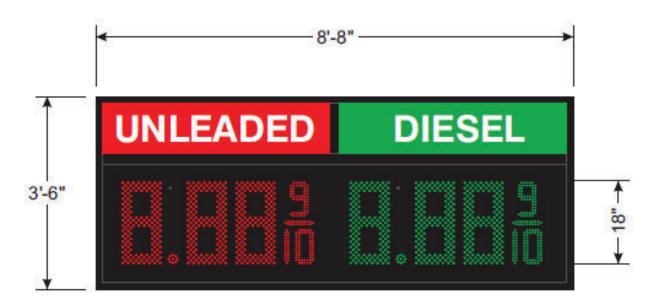
Coupa # 555008 (Part number also used for retrofitting existing custom signs)

Standard Commodities/Colos shown.

IF non-standard (PREMIUM, E85, etc..) Specify in Coupa "NOTES"

CONSTRUCTION:

- Fabricate a double product S/F LED price sign; using 18" LED units, (1x) red & (1x) green.
- Illumination: 12VDC LED backlighting.
- Cabinet: .080" aluminum painted black.
- Commodity panels:
- .177" white acrylic decorated with 3M 3630 scotchcal film 1st surface
- Red. 3630-33
- Green, 3630-26



ELECTRICAL:

Circuit 1 (LIGHTS) 1A

Circuit 2 (LED price) 1.5A

120 VAC, Total circuits 2, 10A recommended

ELEVATION

SCALE: 1/2" = 1'-0"

*Contact Landmark to discuss your specific needs.

2" x 2" x 1/8" Steel Angle Bolted to Back (Full Length) 10 1/2"

LANDMARK Sign Alliance, Inc. Working Together For You

Phone: 719.220.0075

Client:

The Kroger Co

Date: 09/7/2014

Drawn by: MLB

1/26/15; updated notes

Drawing Number: 140817.2

Sheet: 1 of 1

Approved:

Notes:

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SIGNAREA: 30.3 sqft

