

# Lancaster County Council Infrastructure and Regulation Committee

Tuesday, April 14, 2015

**County Council Chambers  
Council Administration Building  
100 N. Main Street  
Lancaster, SC 29720**

1. **Call to Order – Committee Chair Larry Honeycutt** **3:00 p.m.**
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Minutes of the March 24, 2015 meeting – pgs. 2-4**
4. **Chairman Comments**
5. **Citizens Comments**
6. **Discussion / Action Items**
  - a. Presentation and Update on the Unified Development Ordinance. *Kara Drane and Penelope Karagounis – pg. 5*
  - b. Bath Lane road maintenance issues. *Elaine Boone – pgs. 6-8*
  - c. A Resolution regarding the Wylie Street Swimming Pool. *John Weaver – pgs. 9-22*
  - d. Proposed Ordinance and Lease regarding 1033 W. Meeting Street. *John Weaver – pgs. 23-30*
  - e. Potential Engagement of Consultant regarding development of a business case for construction of a sports complex. *Steve Willis, Hal Hiott and Katherine Walters – pgs. 31-32*
  - f. Potential road swap regarding the Regent Parkway issue. *Steve Willis/Jeff Catoe – pgs. 33-39*
7. **Adjournment**

*Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting.*

*Lancaster County Council Infrastructure and Regulation Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: [www.mylancaster.org](http://www.mylancaster.org)*



MINUTES OF THE LANCASTER COUNTY COUNCIL INFRASTRUCTURE AND  
REGULATION COMMITTEE  
COUNTY ADMINISTRATION BUILDING  
COUNCIL CONFERENCE ROOM  
101 N. MAIN STREET, LANCASTER

Members of the Lancaster County Council Infrastructure and Regulation Committee

Larry Honeycutt, Committee Chairman – District 4  
Larry McCullough, Council Member – District 1  
Jack Estridge, Council Member – District 6

Tuesday, March 24, 2015

The Committee Members present were Larry Honeycutt, Larry McCullough and Jack Estridge. Also present was Steve Willis, John Weaver and other staff members. A quorum of the Lancaster County Council Infrastructure and Regulation Committee was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: Lancaster News, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

**Approval of Agenda**

MOTION to approve the agenda was made by Larry McCullough, SECONDED by Jack Estridge. Passed 3-0

**Minutes of the March 10, 2015 meeting**

Motion was made by Larry McCullough to approve the minutes of the March 10, 2015 meeting. SECONDED by Jack Estridge. Passed 3-0

**Chairman Comments**

There were no Chairman comments.

**Citizen Comments**

There were no Citizen comments.

**Discussion/ Action**

- 1. Ordinance regarding 1033 West Meeting Street Lease to Lancaster County Economic Development Corporation**

John Weaver, County Attorney, covered information on the lease needed to get the Lancaster County Economic Development Corporation into the building at 1033 West Meeting Street.

Utility information will be presented at the next meeting. John Weaver will also propose the lease at the next meeting.

Jack Estridge made a MOTION that we take care of utilities as a County function. SECONDED by Larry McCullough.

**2. Capital Sales Tax Right of Way/Easement acquisition for County Maintained roads.**

Jeff Catoe, Director of Public Works, explained that most of the county roads have minimal right of way. Early requests for right of way donations have not been good. The plan is to use what we have if we can. They will have to handle it on a case by case basis. The committee recommends following CTC practices. If an issue comes up, the road will be revisited.

**3. Restructure of Building Maintenance.**

Steve Willis, Administrator, explained that this is for information only. Building Maintenance is now part of the Public Works family.

Larry McCullough made a MOTION to change the scope to Building Management. SECONDED by Jack Estridge. Passed 3-0

**4. Lancaster County MS4 Presentation**

Jeff Catoe gave an overview of the MS4 requirements and said that they will be coming back to the committee as needed. Mr. Willis reported on Fort Mill's progress with their stormwater efforts. Mr. Willis explained that they will wait and see what DEHC says before taking the next step.

Steve Willis mentioned that the following topics will be discussed at the next meeting:

- Moratorium idea
- SCDOT road swap
- Funds for study to build a business case for Park and Recreation project.

**Adjournment**

There being no further business, the Committee adjourned.

Larry McCullough made a MOTION to adjourn. SECONDED by Jack Estridge.  
Passed 3-0.

Respectfully Submitted:

Approved by Committee Chair

Virginia C. Burgess  
Deputy Clerk to Council

\_\_\_\_\_  
Larry Honeycutt, Committee Chair

## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Kara W. Drane, Catawba Regional Council of Governments and Penelope Karagounis

Department: Planning Department

Date Requested to be on Agenda: April 14, 2015

Committee: Infrastructure and Regulation Committee

### **Issue for Consideration:**

A presentation will be shared on the project status report including the new format for the Unified Development Ordinance and proposed districts.

### **Points to Consider:**

Items for consideration will include the zoning map approach and density options for rural and urban communities, such as rural crossroads, employment centers and pedestrian centers.

### **Funding and Liability Factors:**

### **Council Options:**

The Infrastructure and Regulation Committee can review the status and provide feedback on the UDO Update Project.

### **Recommendation:**

No recommendation is necessary at this time.



## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: J. Elaine Boone

Department: Planning

Date Requested to be on Agenda: April 14, 2015

**Issue for Consideration:** Bath Lane a private road is being maintained by Lancaster County. Bath Lane located off of Sentry Road is currently being maintained by Lancaster County Public Works Department. Recently found out when the property owner decided to survey out a one acre portion of the property to place a manufactured home. This proposed home will be the fourth residence to be located on this property. Lanny Funderburk, with the Public Works Department did a site inspection of exactly where the end of County maintenance stopped, at the residence of Ms. Azzrie Alexander. This private road has been maintained since the early 1960's. I am attaching a copy of the survey plat along with a memo that I sent to our Director, Penelope Karagounis and also copied Jeff Catoe, Trish Hinson and Kenneth Cauthen.

**Points to Consider:** Maintaining a private road, the expansion for future development beyond these four lots, the family does own an additional 15+/- acres beyond this point.

**Funding and Liability Factors:** Should Lancaster County maintain a private road? Private road standards do apply for private drive's accessing less than six lots, six and above require the same requirements SCDOT standards.

**Council Options:** No longer maintain Bath Lane. Or Continue to maintain the same area as has been maintained in the past and let the property owners beyond the current end of County maintenance be responsible for the upgrades to Bath Lane. In that case one more person would be allowed to place a residence on the property beyond the end of County maintenance location. The improving of Bath Lane would require the standards for private roads accessing more than five lots.

**Recommendation:** ?

## JUDY E BOONE

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**From:** JUDY E BOONE  
**Sent:** Monday, March 16, 2015 3:00 PM  
**To:** Penelope Karagounis  
**Cc:** Jeffery D. Catoe; KENNETH C CAUTHEN; Patricia T. Hinson; Road  
**Subject:** Infrastructure Committee  
**Attachments:** DOC031615-03162015140839.pdf  
  
**Importance:** High

Penelope,

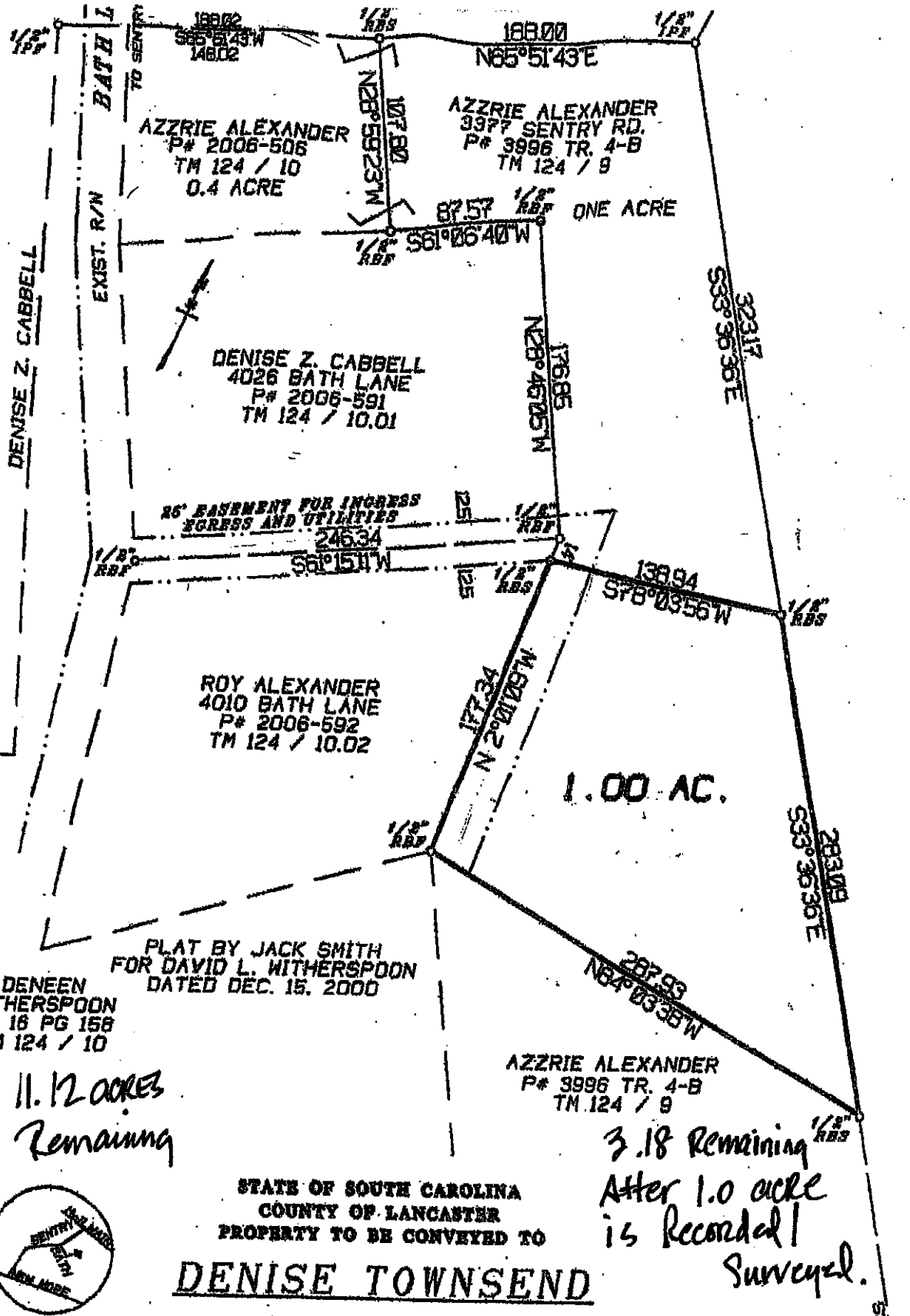
Attached is a copy of a proposed subdivision to be located off Bath Lane a private road, but maintained by Public Works. Jeff Catoe, Public Works Director brought up a good point about maybe this needs to be brought before the Infrastructure Committee. Technically the Public Works should not be maintaining a private drive, not really sure how this happened could be one of those things that's been done for years before our current staff, and continued per a Council representative for that district.....Anyway, Ms. Denise Cabbell hired Phillip Smith to survey out the one acre minimum for a proposed home site, which makes this the third residence beyond the County maintenance sign. Before this proposed new lot the other two lots were considered nothing more than a driveway which still requires a minimum of 25' ingress/egress/utility easement. Any thoughts on this would be helpful, keep in mine Tax Map Number 0124-00-010.00 owned by Ms. Deneen Witherspoon has 11.12 acres remaining and Tax Map 0124-00-009.00 has remaining 3.18 acres after the one acre minimum is surveyed out and recorded. Both of the remaining properties are family owned property which more than likely will be developed for future family members. My thoughts.....As for the 911 addressing maybe this is where we probably need to continue using the same name of the existing private road and the persons using the property be responsible for maintaining the road as others have to do.

Thanks,

J. Elaine Boone  
Plannner II  
Lancaster County Planning Department  
101 N. Main Street  
P.O. Box 1809  
Lancaster, S.C. 29721  
Phone: (803) 416-9396 Direct  
Phone: (803) 285-6005 Main  
Fax: (803) 285-6007

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11.12 acres  
Remaining

3.18 Remaining  
After 1.0 acre  
is Recorded /  
Surveyed.

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER  
PROPERTY TO BE CONVEYED TO  
**DENISE TOWNSEND**

LOCATED ABOUT 6 1/2 MILES SOUTH OF LANCASTER, OFF SENTRY RD. AND BATH LN.  
I CERTIFY THIS LOT DOES NOT LIE WITHIN A DESIGNATED FLOOD HAZARD AREA.

*Phillip G. Smith*

<b>PHILLIP G. SMITH</b> PROFESSIONAL LAND SURVEYOR SC REG. No. 19889		3248 THE KNOLL LN. LANCASTER, SC 29720 PHONE: 803 366-0010 FAX: 803 366-1888	
PS 1" = 80'	P/O 124 / 9	ALEAZCIS	DATE 12 MARCH 2015



## Agenda Item Summary

Ordinance # / Resolution#: 0872-R2015

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: April 14, 2015

Committee: Infrastructure & Regulation

**Issue for Consideration:** Whether or not it is appropriate and in the County's best interest to accept ownership of the Wylie Street swimming pool and the surrounding 1.429 acres.

**Points to Consider:** In December, 2014, Leroy Springs & Company, Inc. gave notice to the Lancaster County Recreation Commission that it would terminate a 2004 Agreement regarding the recreation complex located in the City of Lancaster at the intersection of South York and South Wylie Streets. The impact of the termination was that the facility would no longer be open and available for public use. The County and the City were offered the opportunity to receive the facility "as is" if it was determined by those governmental entities that the facility should continue to operate. The joint decision for continued operation was favorable and agreement has been reached by the County and the City as to ownership and the sharing of expenses. Both the Intergovernmental Agreement concerning expenses and the terms and conditions of the Agreement to Convey Property are included with the Resolution for the Committee and Council to consider and approve.

**Funding and Liability Factors:** The County has paid the cost of a Phase 1 Environmental Site Assessment and will incur some nominal attorney fee expense in the preparation of the various documents associated with the property transfer. The expenses associated with the pool's operation will be shared equally by the County and the City. Upon Council's approval of the swimming pool, the Recreation Department will begin the process of opening the pool for use later in the spring.

**Council Options:** The Committee & Council can accept the pool pursuant to the terms and conditions proposed by the Grantor, Leroy Springs and Company, Inc. and agree and accept the terms and conditions of the shared expense IGA or, alternatively, recommend changes as deemed appropriate. If accepted and the Resolution regarding ownership is passed, the conveyance will be finalized.

**Recommendation:** Agreement with the terms and conditions of both the IGA and the Agreement to Convey Property and passage of the Resolution to accept ownership of the Wylie Street pool.

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

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)

RESOLUTION NO. 0872-R2015

## **A RESOLUTION**

### **TO ACCEPT THE WYLIE STREET SWIMMING POOL AND THE SURROUNDING 1.429 ACRES FROM LEROY SPRINGS & COMPANY, INC.**

**WHEREAS**, in 2014 Leroy Springs & Company, Inc. indicated its intention to close a recreation complex located at the intersection of South Wylie Street and South York Street in the City of Lancaster, SC, the complex containing a pool, tennis courts, a bath house and other fixtures and improvements thereon; and

**WHEREAS**, the County of Lancaster and the City of Lancaster were offered the opportunity to be gifted the recreation complex so as to insure the complex's continued operation for the enjoyment and benefit of the citizens and residents of both the County and the City of Lancaster, and

**WHEREAS**, the two governmental entities have determined that the swimming pool and the surrounding acreage should be individually owned by the County and that all net operating expenses of the pool should be shared equally between the County and the City; and

**WHEREAS**, the conveyance from Leroy Springs & Company, Inc. is subject to an agreement to convey property that is attached hereto; and

**WHEREAS**, the County Council and county staff have inspected the property and have conducted a Phase 1 Environmental Site Assessment on the property and have found the swimming pool and surrounding parcel to be acceptable in its "as-is" condition;

**THEREFORE**, Lancaster County accepts with gratitude from Leroy Springs & Company, Inc. the Wylie Street swimming pool and surrounding 1.429 acres noted as Lot "B" on a plat dated March 11, 2015 prepared by J.C. Crumpler, RLS. The Administrator is authorized to execute in behalf of Lancaster County the agreement to convey property.

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**LANCASTER COUNTY, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

**ATTEST:**

\_\_\_\_\_  
Debbie Hardin, Clerk to Council



**INTERGOVERNMENTAL AGREEMENT BETWEEN LANCASTER COUNTY, SC AND  
THE CITY OF LANCASTER, SC FOR THE JOINT FINANCIAL UNDERTAKING  
REGARDING THE OPERATIONAL EXPENSES ASSOCIATED WITH THE WYLIE  
STREET SWIMMING POOL DONATED TO LANCASTER COUNTY BY LEROY  
SPRINGS & COMPANY, INC.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **Lancaster County**, South Carolina (the County) and the **City of Lancaster**, South Carolina (the City).

**Witnesseth, that:**

**Whereas**, on April 13, 2015, County Ordinance No. 2015-1332 was passed, thereby allowing the County to accept from Leroy Springs & Company, Inc. that parcel of land containing 1.429 acres noted as Lot "B" on a Plat dated March 11, 2015 prepared by J.C. Crumpler, RLS; and

**Whereas**, it is the intention of the County to promptly finalize the conveyance of the parcel noted above and to accept ownership thereof, including the swimming pool located within the parcel's boundary, by the passage of a Resolution on April 27, 2015; and

**Whereas**, the County and the City have agreed that the continued operation of the swimming pool is of great benefit to the citizens and residents of both the County and the City and that each governmental entity has agreed to equally share in the costs and expenses necessary to continue the pool's operation; and

**Whereas**, the parties wish to set forth herein the terms of their relationship and the duties and obligations of each of them to accomplish the purposes set forth above;

**Now, therefore**, in consideration of the mutual benefits accruing to each of them and to the people of Lancaster County, the parties agree as follows:

1. **Term of the Agreement.** This Agreement shall take effect upon its execution and shall terminate ten (10) years from the date of execution or upon such earlier date should both the Lancaster County Council and the Lancaster City Council determine by majority vote to terminate this agreement.

2. **Description of Project; Budget and Cost Estimates.** The project and this agreement relates solely to the ongoing operation of the Wylie Street swimming pool that shall be owned by the County. The following specifics are intended to formulate the timing of events and the responsibilities of the County and the City to insure the success of this agreement. Particularly,

- a. The anticipated "season" for the pool's operation generally will be no longer than from the first days of April until the last days of October annually.
  - b. Prior to the opening of the pool's operation, the County Recreation Department will prepare and present a budget wherein the anticipated cost of operation is categorized. That budget shall be presented jointly to the County's Infrastructure & Regulation Committee and to the City's Finance Committee for each's consideration and approval. Upon approval, the County shall be responsible for all operational costs that accumulate during the swimming season, including any unanticipated operational overruns.
  - c. Should during the swimming season any exceptional or extraordinary expenses, including an emergency capital correction, be experienced, the County Recreation Department shall request a prompt special meeting of the two committees so as to explain the situation and to seek approval for essential corrective action.
  - d. Within thirty (30) days following the pool's closure in the fall of each year, the County Recreation Department will prepare a combined detailed accounting setting forth the revenues and expenses associated with the year's pool activities. That report will be presented jointly to the committees for their review and approval.
  - e. After determining the net loss for the year, the City shall be responsible for paying to the County fifty (50%) of the financial figure established as the net loss. Said payment shall be made by the City to the County no later than fifteen (15) following the final loss is agreed to by the committees.
3. **Expenditures.** All costs and expenses undertaken by the County during the yearly operation of the pool shall be made in conformity with the applicable provisions of the Lancaster County Procurement Code. The Director of Procurement shall be consulted as necessary so as to insure compliance and the Director shall be provided with all invoices associated with equipment and supplies purchases for review prior to the year-end accounting being presented to the committees.
4. **Disputes.** Should any differences or disagreements occur during the term of this agreement between the County and the City, the parties shall select a mutually agreeable neutral to consider the facts in dispute and thereafter to determine an equitable solution to the dispute. Both parties agree to be bound with finality to that decision.



5. **Authority to Execute.** By executing this Agreement, the undersigned each affirms and certifies that they have authority to bind their respective principals and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on their behalf and their seals affixed hereto.

Lancaster County

City of Lancaster

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**THIS AGREEMENT TO CONVEY PROPERTY** (this "Agreement") is executed and delivered as of the latest date of execution by the Parties as set forth on the signature page hereto (the "Effective Date"), by and between **LEROY SPRINGS & COMPANY, INC.**, a South Carolina non-profit corporation, with an address of 2201 Old Nation Road (P.O. Box 1209), Fort Mill, SC 29715, Attention: President ("LSC"), **CITY OF LANCASTER, S.C.**, a South Carolina municipal corporation, with an address of \_\_\_\_\_, Attention: \_\_\_\_\_ ("City"), and **LANCASTER COUNTY**, a South Carolina political subdivision, with an address of \_\_\_\_\_, Attention: \_\_\_\_\_ ("County") (City and County may each be referred to herein as a "Grantee" and collectively as "Grantees") (LSC and Grantees may be referred to in this Agreement individually as a "Party" and collectively as the "Parties").

**FOR AND IN CONSIDERATION OF** the mutual agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, LSC agrees to grant and convey to Grantees, and Grantees agree to take and accept from LSC, the Property described in Section 1 herein on the terms and conditions hereinafter set forth:

1. **Property.** LSC agrees to convey, and Grantees agree to take and accept, title to a parcel of land containing approximately seven (7) acres located in the northwestern quadrant of the intersection of South Wylie Street and South York Street in or near the City of Lancaster, Lancaster County, South Carolina, bearing tax map number 0068P-0N-009.00 (the "Land"), together with the pool, tennis courts, bath house and other fixtures and improvements thereon (collectively, the "Improvements" and collectively with the Land, the "Property"). The Property is shown as Lot "A" (+/- 5.681 acres) ("Lot A") and Lot "B" (+/- 1.429 acres) ("Lot B") on the preliminary subdivision plat prepared by J.C. Crumpler dated March 11, 2015, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the "Subdivision Plat").

2. **Closing Costs.** At Closing (defined below), LSC shall convey all of LSC's right, title and interest in and to Lot A to City for \$1.00, and LSC shall convey all of LSC's right, title and interest in and to Lot B to County for \$1.00. Grantees shall pay all closing costs, including, without limitation, the costs to have the Subdivision Plat finalized and approved for recording, the costs of having title to the Property examined and obtaining title insurance, the costs of the Inspections (defined in Section 5 below), the fees of Grantees' respective attorneys, and the fees and costs of LSC's attorney in the form of a reimbursement to LSC (provided the reimbursement for fees and costs of LSC's attorney shall not exceed \$2,500.00). Ad valorem real property taxes, deferred taxes, public assessments and private assessments shall not be prorated, and Grantees shall be solely responsible for all such items, if any.

3. **Closing.** The closing ("Closing") of the conveyance of the Property shall occur no later than 10 days after the end of the Inspection Period, at a time and location in Lancaster County or York County, South Carolina, mutually acceptable to LSC and Grantees.

4. **Delivery of Deed; Closing Documents; Subdivision Plat.** At Closing, LSC shall deliver a quitclaim deed to City, conveying all of LSC's right, title and interest in and to Lot A to City, and LSC shall deliver a quitclaim deed (each, the "Deed") to County, conveying all of LSC's right, title and interest in and to Lot B to County, each subject to utility easements, rights-of-way for roads and streets, and other easements, restrictions, covenants, and other matters of record or apparent upon a reasonable inspection or survey of the Property. The Property shall be described in each Deed with reference to the Subdivision Plat.

In addition to the matters set forth above, the Property shall be conveyed subject to a right of reverter to be set forth in each Deed, providing that if the Property ever ceases to be used as a recreational facility open to the public, fee simple title to the Property shall automatically revert to LSC or any

successor entity designed by LSC in writing, which designation LSC shall record in the Office of the Register of Deeds for Lancaster County, South Carolina.

Grantees shall, no later than 15 days prior to the expiration of the Inspection Period, deliver at least three full size preliminary drafts of the proposed final Subdivision Plat to LSC for review and approval. LSC shall review and provide comments, if any, to the Subdivision Plat within 10 days of its receipt thereof. Grantees shall cause the surveyor to revise the Subdivision Plat to address any reasonable comments made by LSC; the final Subdivision Plat must be reasonably satisfactory to LSC. If the Subdivision Plat is an ALTA / ACSM Survey, the Subdivision Plat must be certified to LSC and its successors and/or assigns.

#### **5. Inspection Period.**

(a) Duration. Grantees shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. on the date that is 30 days thereafter (the "Inspection Period"). During the Inspection Period, Grantees shall have the right to enter the Property to perform, at their sole cost and expense, such inspections and tests (collectively, the "Inspections") as Grantees deem necessary; provided, however, (i) none of the Inspections shall include invasive testing or result in any material change (i.e., removal of trees or brush, boring of holes, etc.) to the Property unless each Grantee first obtains LSC's prior written consent, (ii) Grantees shall give LSC at least two (2) business day's prior written notice by email to [timpatterson@leroysprings.com](mailto:timpatterson@leroysprings.com) prior to entering the Property, and (iii) LSC shall have the right to designate a representative to accompany Grantees' agents in the performance of any Inspections. Furthermore, during the Inspection Period, Grantees shall also have the right to have title to the Property examined. LSC shall have no obligation to cure any title defects.

(b) Termination Rights. If Grantees, in their sole discretion, determine the Property is unacceptable for any reason, or if the results of their title examination reveal any matter which materially affects the marketability of title to the Property, Grantees may terminate this Agreement by delivering joint written notice of termination to LSC prior to the end of the Inspection Period.

(c) Indemnification. Grantees, jointly and severally, shall indemnify and hold harmless LSC, and LSC's shareholders, directors, members, managers, officers, employees and agents (collectively, "Indemnified Parties"), from and against any and all claims, actions, lawsuits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), asserted against or incurred by any one or more of the Indemnified Parties as a result of or in any way related to the Inspections or any entry upon the Property by Grantees or either Grantee's agents, contractors, employees and any other person acting on behalf of either Grantee. This indemnification obligation shall survive Closing or the termination of this Agreement.

#### **6. "As-Is"; No Representations by LSC; Release by Grantees.**

Grantees acknowledge that City and Lancaster County Recreation Commission ("Commission") have been operating the Improvements located on the Property pursuant to the Agreement between LSC and Commission dated December 8, 2004, as amended (the "Prior Agreement"). As a result of City and Commission's operation and use of the Property pursuant to the Prior Agreement, Grantees are familiar with the condition of the Property and the Improvements.

Therefore, at Closing, Grantees shall be deemed to have accepted the Property and Improvements "AS-IS" in their existing condition. Grantees acknowledge that they are relying solely upon the results of the Inspections and its prior use of the Property to satisfy itself as to the condition of the Property and the Improvements, and the Property's suitability for use and/or development, and that LSC makes no representations or warranties with respect thereto. In particular, Grantees agree and acknowledge that

neither LSC nor any person or party on behalf of LSC has made any representation, warranty or covenant (express or implied) of any nature whatsoever upon which either Grantee has relied in entering into this Agreement or upon which Grantees shall rely in consummating the transaction contemplated by this Agreement, including, without limitation, as to the Property's suitability for development, the condition of the Improvements, or the compliance of the Property with any federal, state, or local statutes, laws, rules, regulations or ordinances, including those pertaining to construction, building and health codes, land use (or permits issued in connection therewith), zoning, or environmental matters.

LSC MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY, HABITABILITY, TITLE, SUITABILITY FOR A PARTICULAR PURPOSE, OR OTHERWISE. LSC HEREBY DISCLAIMS ALL EXPRESS AND/OR IMPLIED WARRANTIES REGARDING THE CONDITION OF THE PROPERTY AND THE IMPROVEMENTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. AT CLOSING, THE PROPERTY SHALL BE ACQUIRED "AS IS" AND "WITH ALL FAULTS". EACH GRANTEE ACKNOWLEDGES THAT IF IT DOES NOT CHOOSE TO TERMINATE THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD, THAT ITS DECISION TO PROCEED TO CLOSING SHALL BE BASED UPON ITS OWN INSPECTIONS AND EVALUATIONS OF THE PROPERTY, AND NOT UPON ANY STATEMENTS, DEPICTIONS, PROMISES, REPRESENTATIONS, COVENANTS, OR WARRANTIES MADE OR GIVEN BY ANY OTHER PARTY. ANY SUCH PRIOR STATEMENTS, DEPICTIONS, PROMISES, REPRESENTATIONS, COVENANTS, AND/OR WARRANTIES ARE MERGED HEREIN AND SUPERSEDED HEREBY.

In consideration of LSC's gift of the Property to Grantees, each Grantee, for itself and its affiliates, officers, employees, agents, customers, licensees, invitees, successors and assigns (collectively, the "Claimants"), knowingly and voluntarily, hereby releases, waives, forever discharges LSC, and its affiliates, successors, assigns, shareholders, members, directors, officers, employees and agents (collectively, "Released Parties"), from and against all claims, demands, damages, liabilities, obligations, manner of actions, causes, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, trespasses, judgments and executions, whatsoever, in law or in equity (collectively, "Claims") of any kind, nature or description whatever, whether known or unknown (and if unknown, regardless of whether knowledge of the same may have affected the decision to make this Agreement), which now exist or which may hereafter arise based on any fact or circumstance arising from, related to, or in connection with the undersigned's receipt, use or transfer to a third person of the Property or the Improvements, or of any tangible property located thereon or therein at the time of recordation of the Deed. Each Grantee agrees on behalf of itself and the Claimants not to sue or prosecute any action against any of the Released Parties with respect to any of the matters within the scope of this paragraph and further agrees, jointly and severally, to defend, indemnify, and hold each of the Released Parties harmless with respect to any Claims brought by any person, including Claimants and third parties, arising from, related to, or in connection with any transfer or use of the Property, the Improvements, or any tangible property located thereon or therein at the time of recordation of the Deed. Each Grantee's release and covenants under this section shall survive Closing.

**7. Default; Remedies.** If either Party fails to perform any term of this Agreement and does not cure such failure to perform within 10 days after receipt of written notice from the non-defaulting Party, the non-defaulting Party shall have all rights and remedies available at law or in equity including, without limitation, the right to terminate this Agreement. Upon any such termination, this Agreement shall be void, except for each Grantee's obligations under this Agreement which expressly survive termination. The prevailing Party in a lawsuit or other legal proceeding shall have the right to collect its reasonable attorneys' fees and court costs incurred in enforcing or interpreting this Agreement.

8. **Termination of Prior Agreement.** The obligations of Grantees and LSC under this Agreement are conditioned upon execution of a written agreement (the "**Termination Agreement**") by LSC and Commission by which they agree to terminate the Prior Agreement. If LSC and Commission have not executed the Termination Agreement by the date of Closing, this Agreement shall terminate and the parties will have no additional rights or obligations under this Agreement. LSC shall not be in default under this Agreement if Commission does not execute the Termination Agreement.

9. **Miscellaneous.**

(a) **Assignment.** This Agreement may be assigned by either Grantee only with the prior written consent of LSC.

(b) **Merger.** This Agreement expresses the entire agreement between the Parties. All other agreements, oral or written, are merged herein.

(c) **Sealed Instrument.** By signing below, each Party intends to place its hands and seals upon this Agreement, and agrees that this Agreement shall be considered in every respect to be a sealed instrument.

(d) **Binding Effect; Counterparts.** This Agreement shall be binding upon, and inure to the benefit of, LSC and Grantees, and their respective permitted successors and assigns, as may be applicable. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Facsimile, e-mail, or electronic signatures shall be deemed originals.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, Grantees and LSC, by and through their respective duly-authorized undersigned officers, have executed and delivered this Agreement as of the Effective Date.

**LEROY SPRINGS & COMPANY, INC.** [SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2015

**CITY OF LANCASTER** [SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2015

**LANCASTER COUNTY** [SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2015

**EXHIBIT A**

**[Attach Subdivision Plat]**

GARY B. McWHIRTER  
DEED BOOK E-6 PAGE  
DEED BOOK W-6 PAGE  
PLAT 8533  
TAX ID 0068P-0N-010.00

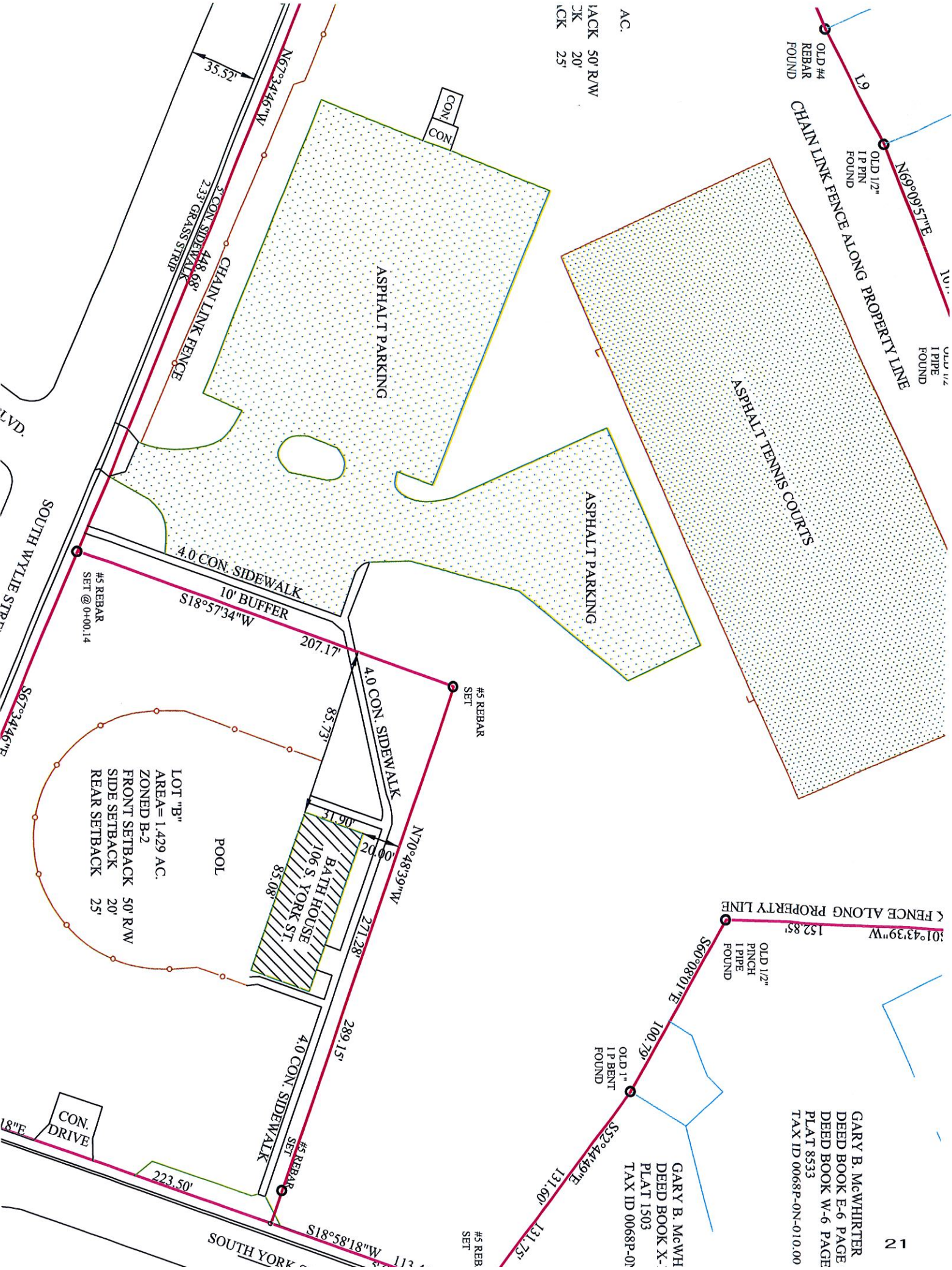
GARY B. McWH  
DEED BOOK X-  
PLAT 1503  
TAX ID 0068P-0T

AC.  
LACK 50' R/W  
CK 20'  
LCK 25'

OLD #4  
REBAR  
FOUND  
N69°09'57"E  
101'  
OLD 1/2"  
1 P PIN  
FOUND  
CHAIN LINK FENCE ALONG PROPERTY LINE

101°43'39"W  
152.85'  
OLD 1/2"  
PINCH  
1 PIPE  
FOUND  
FENCE ALONG PROPERTY LINE

OLD 1"  
1 P BENT  
FOUND  
S52°44'49"E  
131.60'  
131.75'





December 12, 2014

Lancaster County Recreation Commission  
101 N. Main Street,  
Lancaster, SC, 29721  
Attention: Lester Belk, Chairman

**RE: Agreement dated December 8, 2004, between Leroy Springs & Company, Inc. ("Springs"), and Lancaster County Recreation Commission ("Commission"), ("Agreement")**

Dear Sir or Madam:

Springs hereby exercises its right to terminate the Agreement. This letter constitutes a 30 day written notice. Therefore, the Agreement shall automatically expire and terminate on January 31, 2015.

Please call with any questions. Thank you.

Sincerely,

**LEROY SPRINGS & COMPANY, INC. (SEAL)**

A handwritten signature in black ink, appearing to read "Timothy W. Patterson", is written over a circular embossed seal.

By: \_\_\_\_\_  
Name: Timothy W. Patterson  
Title: President

Cc: City of Lancaster  
Post Office Box 1149  
Lancaster, SC 29721-1149  
Attention: Helen Sowell, City Administrator

Lancaster County  
101 N. Main Street,  
Lancaster, SC, 29721  
Attention: Steve Willis, County Administrator

Lancaster County Parks and Recreation  
Post Office Box 243  
Lancaster, SC 29721  
Attention: Hal Hiott, Director



## Agenda Item Summary

Ordinance # / Resolution#: 2015-1347  
Contact Person / Sponsor: John Weaver  
Department: County Attorney  
Date Requested to be on Agenda: April 14, 2015  
Committee: Infrastructure & Regulation

**Issue for Consideration:** Whether or not it is necessary and appropriate to enter into a Lease with the Lancaster County Economic Development Corporation (LCEDC) for its use of approximately 50% of the building owned by the County located at 1033 W. Meeting Street.

**Points to Consider:** In December, 2014, the County purchased the building identified above for the anticipated use by Veterans Affairs Office and the LCEDC. The building has been reconfigured and demolition/construction is underway at a cost approaching \$200,000.00 with an anticipated occupancy date of July 1, 2015.

**Funding and Liability Factors:** The proposed Lease with LCEDC is for One (\$1.00) Dollar annually, with Lancaster County paying all costs of ownership except for the LCEDC land line telephone system. That expense, including the cost of installation and operation shall be the sole responsibility of LCEDC.

**Council Options:** Approve, amend or reject the terms and conditions of the proposed Lease. If recommended by the I&R Committee, the Ordinance will require a Public Hearing during the course of the full Council's consideration.

**Recommendation:** Approve.



---

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

Ordinance No. 2015-1347

AN ORDINANCE

TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY LOCATED AT 1033 W. MEETING STREET TO THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

Be it ordained by the Council of Lancaster County, South Carolina:

**Section 1.** Findings.

The Lancaster County Council finds that:

(a) the County owns the property located at 1033 W. Meeting Street in the City of Lancaster being known and identified as Tax Parcel No. 0082C-OA-025.00 (Plat Book 2001, Page 0314) (the "Property");

(b) the Lancaster County Economic Development Corporation (the "LCEDC") proposes to lease from the County a portion of the Property (the "Leased Property") and to use the Leased Property as its office; and

(c) the public benefits to be received by the County for the lease of the Leased Property to the LCEDC are fair and reasonable compensation.

**Section 2.** Approval of Lease; Authority to Execute.

- A. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver a lease by and between the LCEDC and Lancaster County, providing for the lease of the Leased Property to the LCEDC (the "Lease"). The form of the Lease is attached hereto as Exhibit A and all terms, provisions and conditions of the Lease are incorporated herein by reference as if the Lease were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Lease and all of its terms, provisions and conditions. The Lease is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease attached to this ordinance.

B. County Council authorizes and approves the lease Of the Leased Property to the LCEDC.

**Section 3.** Authority to Act.

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney, each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance,

**Section 4.** Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

**Section 5.** Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 6.** Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED, this\_\_ day of\_\_\_\_\_, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third Reading:

Exhibit A  
1033 W. Meeting Street Lease

**Exhibit A to Ordinance No. 2015-\_\_\_\_\_**

**Lease  
Lancaster County and Lancaster County Economic Development Corporation  
1033 W. Meeting Street**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**State of South Carolina  
County of Lancaster**

**Lease Agreement**

THIS LEASE AGREEMENT effective as of July 1, 2015 between **County of Lancaster (Landlord/County)**, and the **Lancaster County Economic Development Corporation (Tenant)**, a South Carolina 501(c)(4) non-profit corporation.

**Background:** Landlord owns a commercial building containing approximately 5,892 square feet located at 1033 West Meeting Street, Lancaster, SC, tax map number 0082C-0A-025.00. Tenant has requested a lease for the utilization of approximately fifty (50%) of the interior portion of the building for a specific purpose and the parties have agreed on the terms of this Lease.

**Premises:** The approximately 2,950 square feet of the building to be utilized by the Tenant is identified by the drawing of the interior floor plan of the area to be occupied that is attached to this lease.

**Term/Landlord's Early Termination Right:** Five (5) years, commencing July 1, 2015 through June 30, 2020. Landlord and Tenant agree that Landlord shall have the right to terminate this Lease at any time by notifying Tenant in writing at least ninety (90) days in advance that Landlord desires to terminate this Lease. The notice of termination may be given at any time and the lease termination date can be any date provided the termination date is at least ninety (90) days after the notice. In the event Landlord terminates this Lease upon notice, Tenant shall have no right to any compensation or return of any expenses incurred in connection with its operations.

**Use:** Tenant shall use the leased Premises only as the corporate headquarters and marketing offices of the Lancaster County Economic Development Corporation.

**Rent:** One (\$1.00) Dollar annually.

**Laws/Safety:** Tenant's activities on the Premises shall at all times be conducted in compliance with all applicable laws and Tenant shall not occupy or use, or permit to be occupied or used the said Premises for any purpose deemed extra hazardous on the account of fire or otherwise. Tenant shall comply with all rules and regulations reasonably imposed by Landlord regarding access to the Premises. Tenant shall endeavor to ensure that all safety practices as defined by Federal, State and County regulations shall be observed.

**Assignment/Sublease:** Tenant shall not assign or sublet all or any part of this Lease without the prior written consent of Landlord, which consent Landlord shall have no obligation to provide.

**Utilities:** Landlord will be responsible for the payment of all utilities other than the telephone service selected by the Tenant. Tenant shall pay any connection charges and monthly charges associated with telephone service.



**Fire/casualty:** Tenant shall not do or permit anything to be done on the Premises, or bring or keep anything thereon which will in any way conflict with any of the rules and ordinances of the County of Lancaster, or the laws of the State of South Carolina, or will increase the fire or other insurance rates.

**Access by Landlord:** Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours to examine the same.

**Insurance:** Tenant shall be responsible for renter's liability and theft coverage insurance and Tenant's own liability insurance for Tenant's business in an amount necessary to meet the requirements of the South Carolina Property & Liability Trust. Tenant shall provide Landlord with a copy of the certificate of insurance evidencing coverage. Landlord shall not carry and shall have no obligation to carry liability insurance for Tenant or any insurance for any of Tenant's personal property or otherwise.

**Taxes:** Landlord is responsible to pay any real property taxes on the Premises. Tenant shall pay any taxes applicable to Tenant's equipment, business or personal property.

**Quiet enjoyment:** As long as Tenant performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the leased Premises during the term hereof, subject to the terms hereof.

**Default:** In the event Tenant fails to comply with the terms of this Lease and such compliance is not cured within thirty days of written notice from Landlord to Tenant, or if default shall be made in compliance with the covenants herein contained, or if the Premises shall be abandoned, deserted or vacated, then it shall be lawful for Landlord, its agents, attorneys, successors or assigns to re-enter and take possession of the Premises and Tenant and every occupant shall vacate the Premises. Upon re-entry as aforesaid, this Lease shall terminate. In the event of Tenant default and re-entry by Landlord as herein provided, Tenant shall be liable in damages to Landlord for all loss sustained, including payment of Landlord's costs and attorney's fees.

**Hold-over:** Tenant's occupancy of the Premises beyond the term of this Lease shall be considered as a renewal of this Lease only on a month to month basis.

**Release/Indemnity:** Tenant hereby releases Landlord from any and all claims related to Tenant's activities on the Premises. Further, Tenant shall indemnify and hold Landlord harmless against all expenses, liability, and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of (1) a failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised Premises, (3) failure to comply with any law or any governmental authority, (4) any loss, damage or liability incurred by reason of executing this Lease or (5) any mechanic's lien or security interest filed against the demised Premises as a result of Tenant's activities on the Premises.

**Business Purposes:** Tenant acknowledges that this Lease is for business purposes. Tenant agrees that in the event Tenant discontinues its use for any reason, Tenant shall not seek any compensation or return of any expenses incurred in connection with its use of the Premises.

**In Witness Whereof,** the parties have hereunto set their hands and seals effective as of the day and year first above written.

**Tenant:**

Lancaster County Economic Development Corporation

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Lancaster, SC \_\_\_\_\_

**Landlord:**

County of Lancaster, South Carolina

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Steve Willis, County Administrator

Address: 101 North Main Street

P.O. Box 1809

Lancaster, SC 29720

## Agenda Item Summary

Ordinance # / Resolution#: I&R COMMITTEE  
Contact Person / Sponsor: Steve Willis & Hal Hiott/ Katherine Walters  
Department: Admin & Parks and Recreation  
Date Requested to be on Agenda: April 14<sup>th</sup> Meeting

**Issue for Consideration: POTENTIAL ENGAGEMENT OF CONSULTANT**

Parks & Recreation has been tasked to develop a business case for construction of a sports complex in the central Lancaster region. This would assist Council in determining whether or not to present the concept to the voters for a General Obligation bond referendum.

**Points to Consider:**

This will necessitate the involvement of a consulting engineer. None of our staff have any experience in developing and building a large sports complex. A large part will be in site selection to make sure any proposed site has suitable soils and topography for such a use.

This information will be utilized by both Council and the voters presuming the project moves forward.

This by definition will be a large scale project and involve tens of millions of dollars. With this much at stake in both tax dollars and the future of community recreation at stake, we would be foolish to skimp on the study and work up front to make sure decisions along the way are based upon the most accurate and reliable information possible.

**Funding and Liability Factors:**

Estimated cost for the engagement of a consulting engineer is \$20,000. Firm selection will be via the County procurement process. The study should take 6 to 8 weeks to complete.

There is no direct liability but the potential to make a costly error without the engagement of a professional on a project of this scope is enormous.

There is no current funding within the Parks and Recreation budget for this.

**Council Options:**

The Committee can either recommend approval of the engagement or disapproval of the engagement.

**Recommendation:**

Staff recommends approval of the engagement for site selection and initial concept design work, in addition to providing engineer cost estimates. Should the voters approve, we would look to retain this firm for construction oversight assistance.



Multi-Purpose Fields  
Soccer, Field Hockey, Football etc

Multi-Purpose Fields

Stadium Field  
See Football + Soccer

Stadium Field  
See Football + Soccer

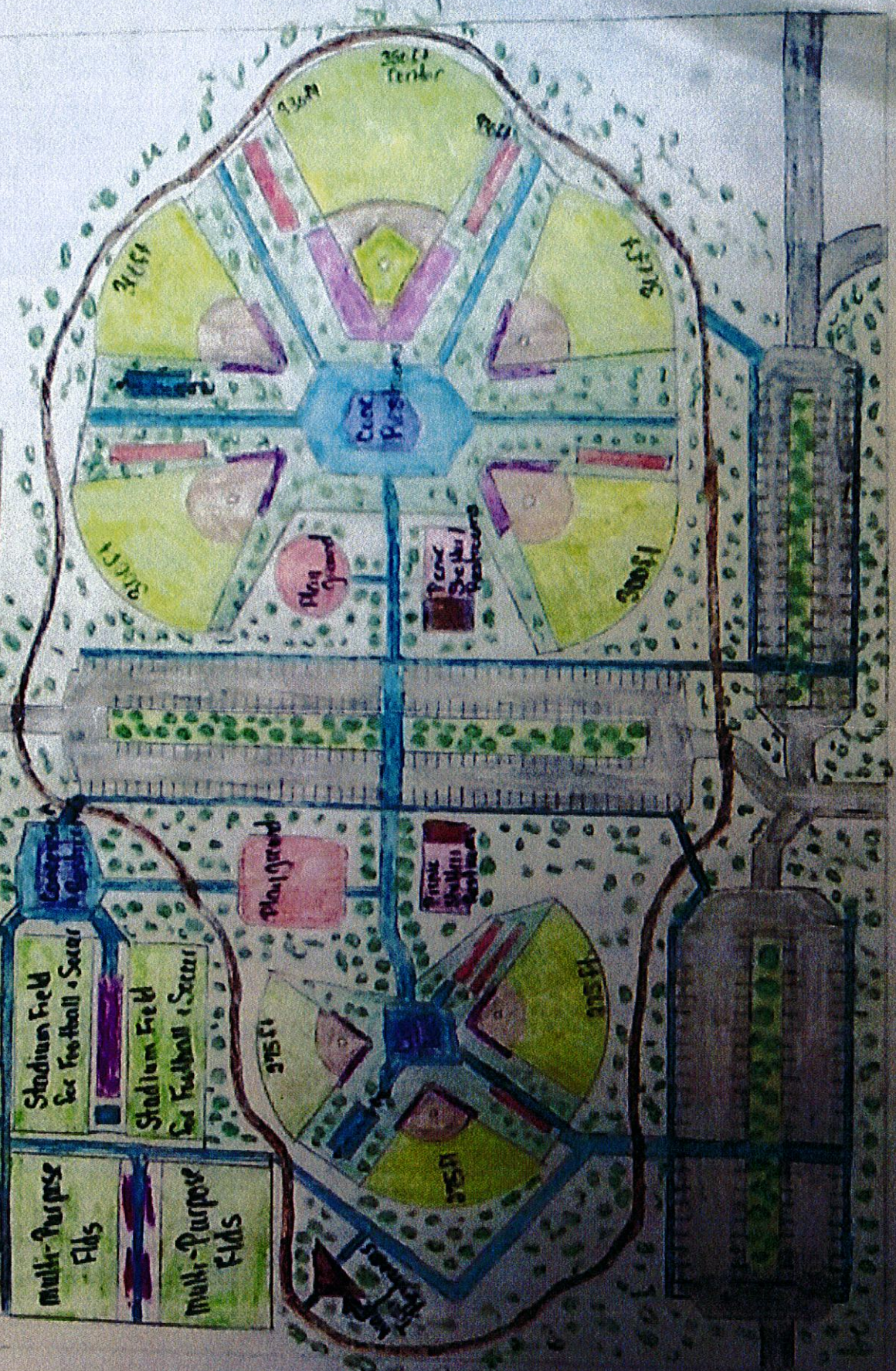
Multi-Purpose Fields

Multi-Purpose Fields

Maint. Shed

extra multi-purpose fields

open space for future growth





## Agenda Item Summary

Ordinance # / Resolution#: I&R COMMITTEE  
Contact Person / Sponsor: Steve Willis & Jeff Catoe  
Department: Admin & Public Works  
Date Requested to be on Agenda: April 14<sup>th</sup> Meeting

**Issue for Consideration: POTENTIAL ROAD SWAP**

An exchange of roads with the South Carolina Department of Transportation is proposed. The length of the roads to be exchanged is equivalent – 3.96 miles.

**Points to Consider:**

Attached is a listing of roads and maps showing the areas affected.

This was initially an effort to accommodate Council's desire to address the Regent Parkway issue.

If successful, we envision additional exchanges to help bring order to areas where we have a mixture of state and county roads.

If Council likes the idea, the process must include three readings of an ordinance and a public hearing as this will involve the disposal (via exchange) of county property (roadways).

**Funding and Liability Factors:**

None. The exchange will be for similar types and lengths of roads.

**Council Options:**

The Committee can either recommend approval of the exchange or disapproval of the exchange.

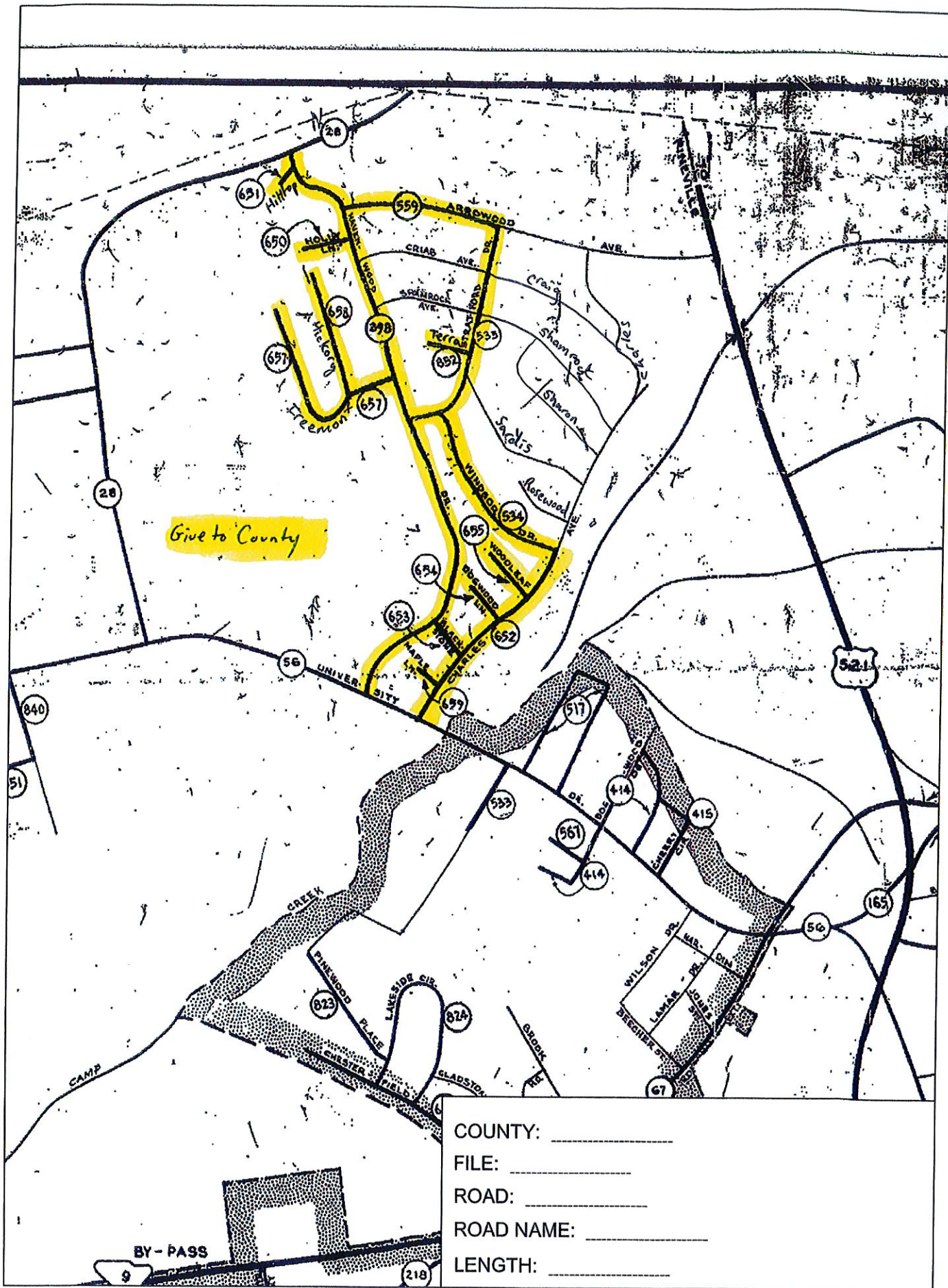
**Recommendation:**

Staff recommends approval and if this is successful, additional work between the Public Works Director and SCDOT District Engineer regarding additional exchanges where warranted. Of course, all exchanges must come back to Council for approval via ordinance.

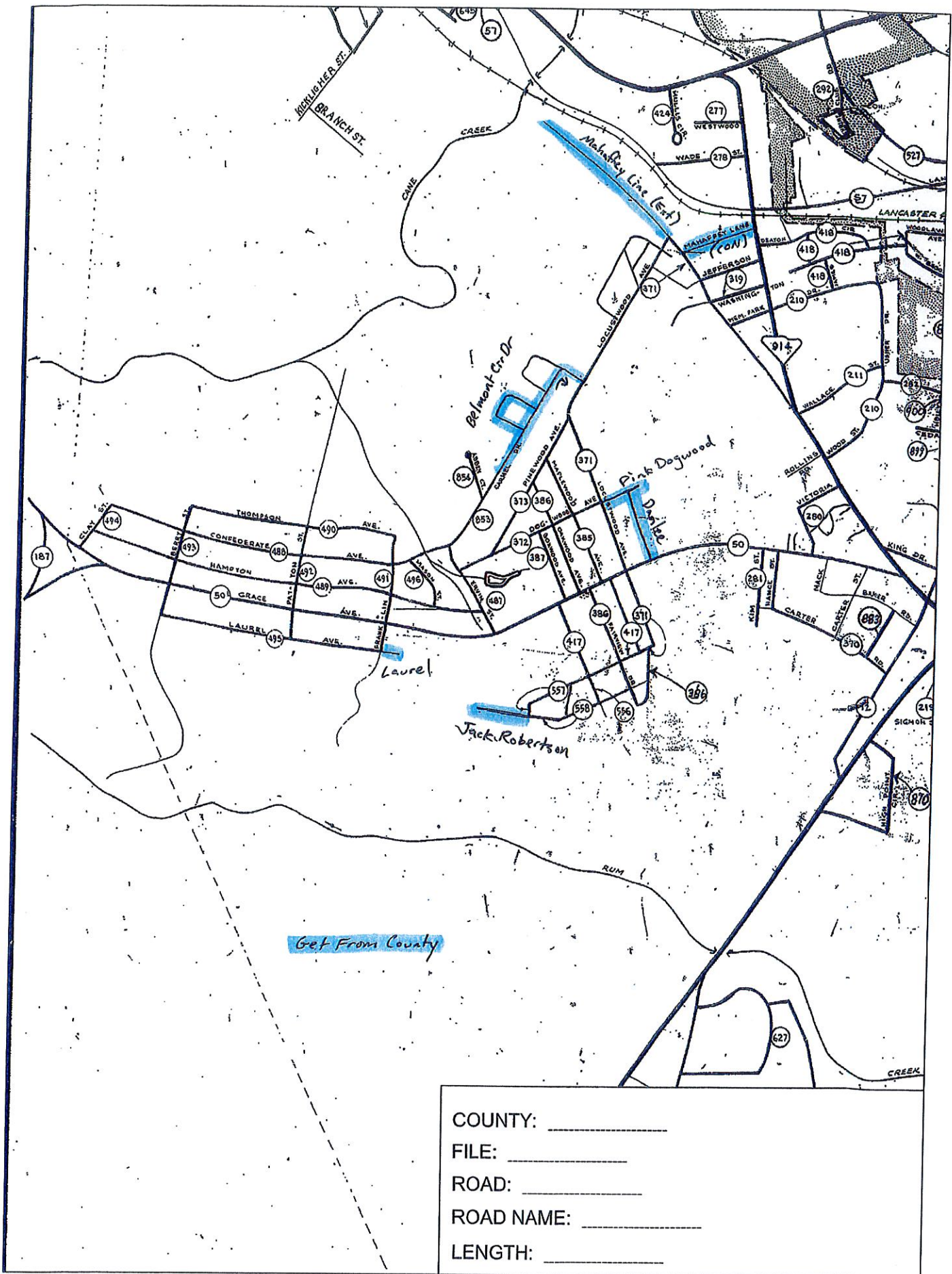
S-	Name	From	To	BM9	EMP	Length	Plans Library	R/W
559	Arrowood Rd	Havenwood Rd	Strafford Dr	0.00	0.33	0.33	Yes	50'
535	Strafford Dr	Havenwood Rd	Arrowood Ave	0.00	0.45	0.45	Yes	50'
852	Terra Ln	Strafford Dr	Dead End	0.00	0.10	0.10	Yes	50'
534	Windsor Dr	Charles Ave	Strafford Dr	0.00	0.38	0.38	Yes	50'
652	Charles Ave	University Dr	Windsor Dr	0.00	0.40	0.40		
655	Woodleaf Ln	Charles Ave	Dead End	0.00	0.10	0.10		
654	Dogwood Ln	Charles Ave	Dead End	0.00	0.10	0.10		
653	Blackstone Dr	Charles Ave	Havenwood Dr	0.00	0.10	0.10		
659	Maple Ln	Charles Ave	Dead End	0.00	0.05	0.05	Yes	50'
651	Hilltop Ln	Havenwood Rd	Dead End	0.00	0.03	0.03		
650	Holly Ln	Havenwood Rd	Dead End	0.00	0.05	0.05		
657	Freemont Dr	Havenwood Rd	Dead End	0.00	0.42	0.42	Yes	50'
658	Hickory Dr	Freemont Dr	Dead End	0.00	0.25	0.25	Yes	50'
398	Havenwood Dr	University Dr	W Shiloh Unity Rd	0.00	1.20	1.20	Yes	50'
						<u>3.96</u>		
	Hough Rd					0.96		66'
	Carmel Rd					0.43		66'
	Mahaffey Line Ext					0.37		66'
	Mahaffey Line Con					0.19		30'
	Laurel Ave					0.03		50'
	Hammond Carnes Rd					0.71		50'
	Belmont Cir Dr					0.26		66'
	Pink Dogwood Dr					0.14		66'
	Danlee Dr					0.20		66'
	Jack Robertson Ln					0.13		40'
	Regent Parkway*					0.54		66'
						<u>3.96</u>		

\*Dependent on Improvements made by the developer prior to swap.





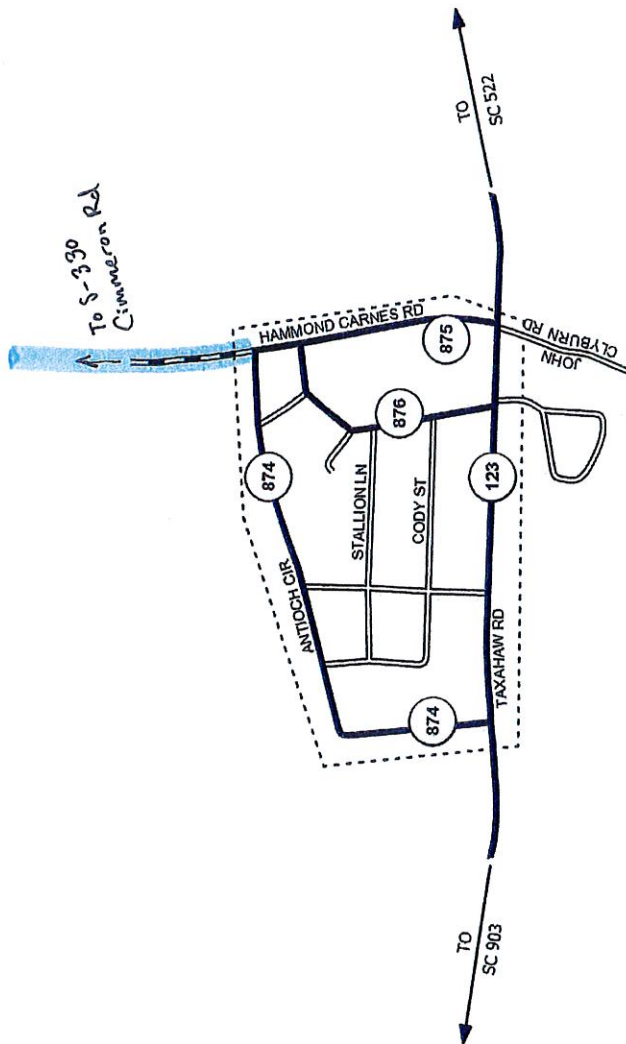




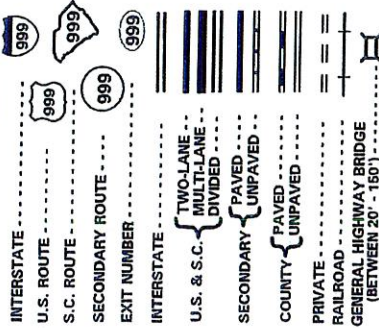




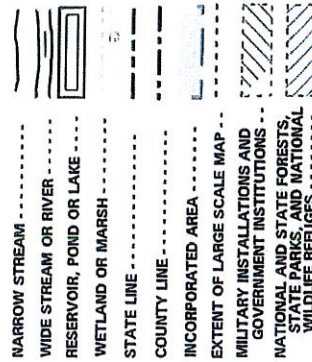




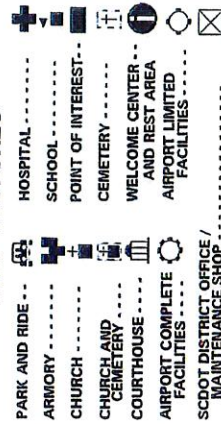
## ROAD SYSTEM



## BOUNDARY & HYDROGRAPHY



## MAP FEATURES



AREA OF ANTIOCH ACRES, LANCASTER CO

# General Highway System AREA OF ANTIOCH ACRES LANCASTER COUNTY

PREPARED BY THE  
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
IN COOPERATION WITH THE  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

OCTOBER 2009

www.scdot.org

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