

**CITY OF LANCASTER
WORK SESSION
TUESDAY, SEPTEMBER 13, 2022**



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WORK SESSION
TUESDAY, SEPTEMBER 13, 2022
7:00 P.M.**

- I. Invocation & Pledge of Allegiance - Council Member Hood**
- II. Roll Call**
- III. Special Presentation**
 - A. Painting Murals on the Greenway's Gillsbrook Road Underpass and on the Elevated Manholes (*Patricia Clancy, Lancaster County Council of the Arts & Lauren Thomas, Lindsay Pettus Greenway*)
- IV. Citizen Comments***
- V. Employee Comments**
- VI. Approval of Minutes**
 - A. Special Meeting – August 19, 2022 **Pg. 1**
 - B. Regular Meeting – August 23, 2022 **Pg. 3**
- VII. Ordinance**
 - A. O22-12 (First Reading) An Ordinance Granting Easements to the Lindsay Pettus Greenway, Inc. for Installation of a Trail and the Placement of Trail Facilities (*Hutfles*) **Pg. 6**
 - B. O22-13 (First Reading) An Ordinance Amending the City of Lancaster Operating Budget for Fiscal Year 2021-2022 (*Medlin*) **Pg. 45**
- VIII. Executive Session-Contractual Negotiations (§30-4-70(a)(2))**
 - A. To discuss the proposed sale and purchase of property
- IX. Adjournment**

*Persons desiring to speak should notify the City Clerk prior to the beginning of the meeting. Please begin by stating your name and address. You will have up to 3 minutes to address Council. The entire Citizen Comments portion of the agenda shall not extend longer than thirty (30) minutes. All statements should be addressed to Council as a body and not to individual Council Members. Please be advised that this is not a period of dialogue with Council or a question and answer period.



Any person requiring special accommodations should contact the Office of the City Administrator at (803) 289-1453 at least 24 hours prior to the scheduled meeting.

**CITY OF LANCASTER
SPECIAL COUNCIL MEETING
FRIDAY, AUGUST 19, 2022**

A meeting of the Lancaster City Council was held in the City Hall Council Chambers on Friday, August 19, 2022, at 3:00 p.m.

Mayor Alston DeVenny called the meeting to order. A notice of the meeting was posted at City Hall and placed on the City's website. The local news media was contacted of the meeting time and place. The meeting was open to the public with social spacing and the wearing of face coverings being recommended. The meeting was also streamed live on the City's YouTube channel.

I. Roll Call

Present: Mayor Alston DeVenny, Council Member Harris, Council Member Hood, Council Member Jones, Council Member Marsh, Council Member Sowell, and Council Member Taylor

Others Present: City Administrator Flip Hutfles, City Clerk Tracy Rabon, Interim Police Chief Brian Small, and Interim IT Director Melissa Izzard

II. Executive Session-Personnel Matter (§30-4-70(a)(1))

A. To discuss the Police Chief candidates

Council Member Taylor addressed Council with her thoughts regarding the process of hiring a Police Chief. She stated she was delighted to hire Mr. Roper and looked forward to working with Mr. Roper as someone who is trustworthy. However, she expressed concern with being misled during the final interviews, that the appointment of the Chief would be at the following Council Meeting on August 23, and not at a Special Council Meeting. A meeting that she stated was called without all Council Members input. Council Member Taylor asked that her comments be added to the official minutes.

Motion: To enter Executive Session

Moved by Council Member Harris, **Seconded by** Council Member Sowell

Vote: Motion carried by unanimous roll call vote

Action: Approved

Council returned from Executive Session where no votes were taken.

Motion: To return to open session

Moved by Council Member Taylor, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

Motion: To make a conditional offer of employment to Don Roper for the position of Police Chief at a negotiated salary with all benefits entitled to him

Moved by Council Member Hood, **Seconded by** Council Member Sowell

Vote: Motion carried by unanimous roll call vote

Action: Approved

Council Member Harris asked if the Police Department Chaplain, Dr. Rev. Kenneth Cauthen would lead Council in a word of prayer to begin the next phase of leadership within the City.

III. Adjournment

Motion: To adjourn

Moved by Council Member Taylor, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Adjourned

There being no further business, Council adjourned at 3:24 p.m.

Respectfully submitted,

Tracy Rabon
City Clerk

**CITY OF LANCASTER
REGULAR MEETING
TUESDAY, AUGUST 23, 2022**

A meeting of the Lancaster City Council was held in the City Hall Council Chambers on Tuesday, August 23, 2022, at 7:00 p.m.

Mayor T. Alston DeVenny called the meeting to order. A notice of the meeting was posted at City Hall and placed on the City's website. The local news media was contacted of the meeting time and place. The meeting was open to the public with social spacing and the wearing of face coverings being recommended. The meeting was also streamed live on the City's YouTube channel.

I. Invocation & Pledge of Allegiance

Mayor DeVenny led the Invocation and Pledge of Allegiance

II. Roll Call

Present: Mayor Alston DeVenny, Council Member Harris, Council Member Hood, Council Member Jones, Council Member Marsh, Council Member Sowell, and Council Member Taylor

Others Present: City Administrator Flip Hutfles, City Attorney Mitch Norrell, City Clerk Tracy Rabon, Director of Building and Zoning Louis Streater, Court Administrator Cammie Heath, Finance Director Kirk Medlin, Fire Chief Justin McLellan, Interim Police Chief Brian Small, Public Utilities Director Donnie Ledford, Public Works Director Rendell Mingo, Sanitation & Maintenance Operations Director Matt Berry, Human Resources Director Angela Roberson, Interim IT Director Melissa Izzard, and Greg Summers with the Lancaster News

III. Citizen Comments

There were no citizen comments

IV. Employee Comments

Human Resources Director Angela Roberson introduced Lisa Roddey as the new Events & Promotions Manager.

V. Approval of Minutes

- A. *Work Session – August 9, 2022*
- B. *Special Meeting – August 13, 2022*

Motion: To approve the minutes for the Work Session on August 9, 2022, and the Special Meeting on August 13, 2022

Moved by Council Member Taylor, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

VI. Monthly Reports for July 2022

Council Member Harris asked if the issues with the City's server have been resolved. Interim IT Director Melissa Izzard stated a backup server went down and has since been rerouted. Ms. Izzard stated she has reached out to the City's server representative to have it replaced.

Council Member Harris asked Human Resource Director Angela Roberson how many open positions the City currently has. Ms. Roberson stated the City has approximately ten open positions, and conditional offers had been offered for five of those positions. Council Member Harris asked about the recruitment of new employees and recommended using social media and the electronic sign on Main Street to reach out to potential applicants.

Mayor DeVenny noted the significant increase on the number of sewer tap repairs and asked for clarification of the percentage of unaccountable water. Mr. Mingo stated the amounts on the report are estimates as it is difficult to provide an accurate account of water loss, due to the potential of leaks unknown by staff. The estimates are derived from the amount of water purchased from the Water & Sewer District minus the water the City uses. Council Member Harris noted that as Council Members, they should contact Mr. Mingo as soon as possible if they are aware of a leak.

Council Member Sowell asked about the charging station on Main Street. Mr. Streater stated the charging station is located at the Circle K gas station and is for electric vehicles. Mr. Hutfles noted that the Department of Transportation wanted a location that was open twenty-four hours and had restroom facilities.

Council Member Harris asked when the Street Sweeper would be running. Sanitation & Maintenance Operations Director Matt Berry stated that he is still searching for a full-time employee with CDL certification. Mr. Berry stated the problem is retaining employees with Commercial Drivers License in the current job market.

Council had no further questions or concerns regarding the Monthly Reports for July 2022. The complete report is available for review in the City Clerk's office.

VII. Cash Management and Finance Report for July 2022

Finance Director Kirk Medlin presented the Cash Management and Finance report for July 2022. Mayor DeVenny asked Mr. Medlin for an update on the requested vehicles for the Police Department. Interim Police Chief Brian Small reported that two trucks have been ordered and should arrive within the next couple of weeks. The six vehicles are scheduled to be delivered in September, however due to supply chain delays, it is possible it could be a little longer.

Council Member Harris asked for an update on the Barr Street Fields. Mr. Hutfles stated that the requested property appraisals have been sent to the School District and that he was waiting for their reply. Council Member Harris stated that she talked with School Board Member Brad Small, and he stated that they were waiting on the City. Mr. Hutfles stated that he would contact the School Superintendent.

Council Member Harris asked for regular updates on the Capitol Projects within the monthly report to see how they are progressing.

VIII. Executive Session-Personnel Matter (§30-4-70(a)(1))

A. To discuss performance bonuses for certain employees.

Motion: To enter Executive Session

Moved by Council Member Taylor, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

Council returned from Executive Session where no votes were taken.

Motion: To return to open session

Moved by Council Member Harris, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

Motion: To award a one-time performance compensation payment in the amount of \$6,000 to Brian Small in recognition of his six-month service as Interim Police Chief
Moved by Council Member Marsh, **Seconded by** Council Member Taylor
Vote: Motion carried by unanimous roll call vote
Action: Approved

IX. Adjournment

Motion: To adjourn
Moved by Council Member Taylor, **Seconded by** Council Member Jones
Vote: Motion carried by unanimous roll call vote
Action: Adjourned

There being no further business, Council adjourned at 7:59 p.m.

Respectfully submitted,

Tracy Rabon
City Clerk

Agenda Item VII.A

City of Lancaster City Council Meeting September 13, 2022

TO: City Council
SUBJECT: Greenway Easements
INITIATED BY: Lindsay Pettus Greenway
PREPARED BY: City Administrator

Background: With the Greenway's construction plans for Phase II being complete and FEMA issuing the last outstanding permit, the Lindsay Pettus Greenway can begin construction on Phase II in the near future. Before construction can begin the Lindsay Pettus Greenway need to secure easements from the property owners the trail will traverse.

The Phase II section of the Greenway will pass through the following City owned properties: Westmoreland Park, Springdale Park, and the Wastewater Treatment Plant.

The trail easement agreement calls for a perpetual non-exclusive, non-transferable easement in order to create a 15' wide trail, install trail facilities (observation platforms, benches, picnic tables, wastebaskets, kiosks, and bicycle racks), and allow access at any time to construct, install, maintain, and repair the trail and trail facilities.

The easement agreement also states that the Lindsay Pettus Greenway shall indemnify, defend and hold harmless the City, and the Lindsay Pettus Greenway will also obtain a \$2,000,000 general liability insurance.

Financial: There will be no direct cost to the City granting the easements. As with Phase I, once the trail is completed in Phase II the City will be responsible for future maintenance and repair of the trail.

Policy Considerations: Trails are an integral part of communities that have a high quality of life benefit, and trails are now considered a must for economic development and tourism attraction.

Recommendations/Actions: Approve Ordinance O22-12.

Attachments: Ordinance O22-12, Greenway Phase II map, and trail easement agreements.

ORDINANCE 022-12

**AN ORDINANCE GRANTING EASEMENTS TO THE LINDSAY PETTUS
GREENWAY, INC. FOR INSTALLATION OF A TRAIL AND THE PLACEMENT OF
TRAIL FACILITIES**

WHEREAS, the Lindsay Pettus Greenway, Inc. has successfully completed Phase I of the Greenway Trail, and is embarking on the construction of Phase II; and

WHEREAS, as part of Phase II trail construction, the Lindsay Pettus Greenway, Inc. has requested that the City of Lancaster grant to it easements upon and across City owned property that will allow for the installation and placement of trail and corresponding trail facilities; and

WHEREAS, the City Council of Lancaster, South Carolina finds that it is in the best interest of the citizens of Lancaster that such easement be granted.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled that:

Section 1. The City grant the Lindsay Pettus Greenway, Inc. an easement over and across City property known as Tax Map #0067-00-026.00, 0067O-0A-013.00, and 0082C-0A-017.00.

Section 2. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.

DONE IN MEETING ASSEMBLED on the 27th day of September 2022, and to become effective September 27, 2022.

Yeas ____ Nays ____

Requested by:

Lindsay Pettus Greenway, Inc.

T. Alston DeVenny, Mayor

Approved as to Form:














Mitch Norrell, City Attorney

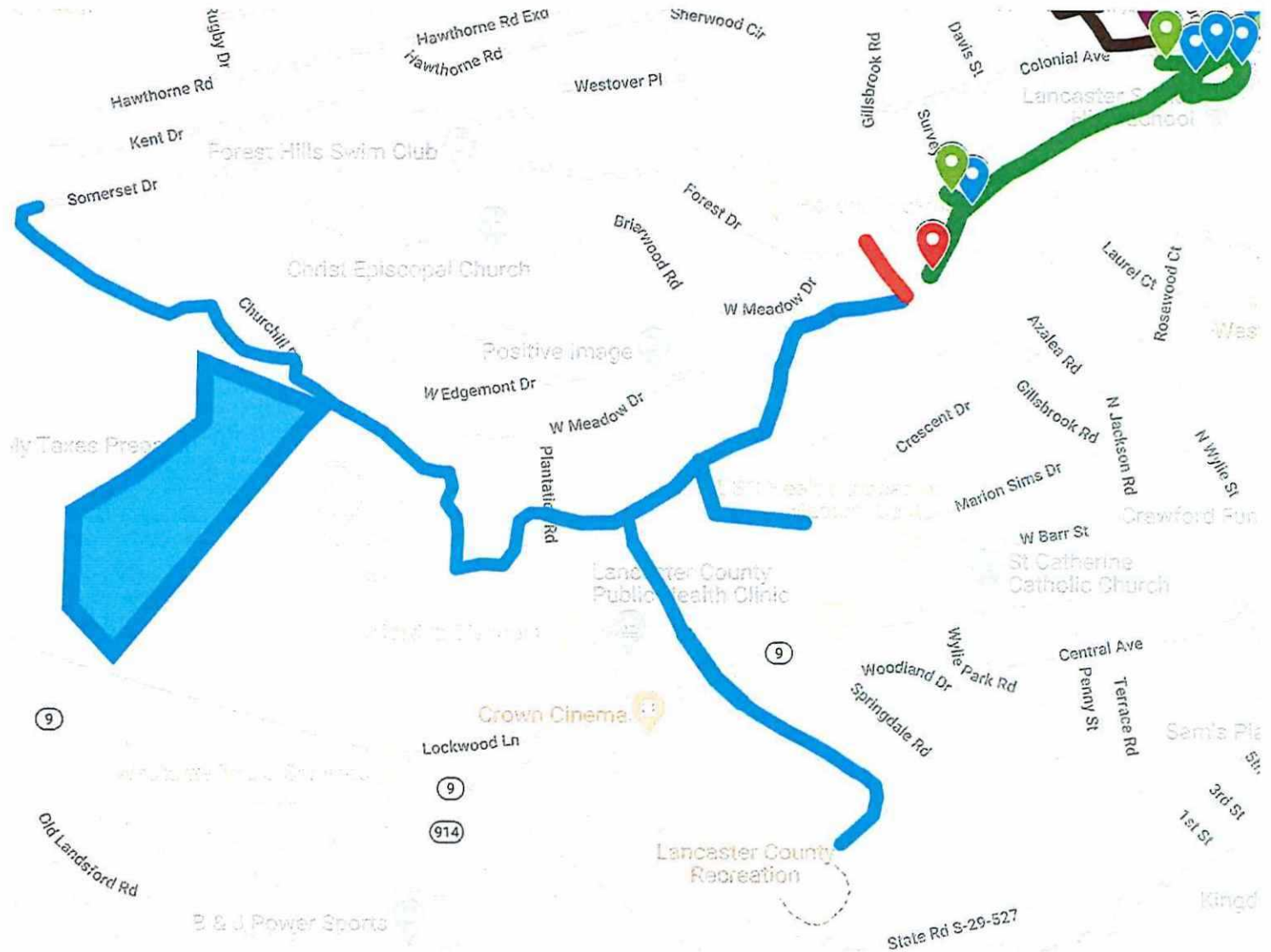
Tracy Rabon, City Clerk

First Reading: September 13, 2022
Second Reading: _____

Lindsay Pettus Greenway trail system

EXISTING ROUTE of the Lindsay Pettus Greenway

-  Phase 1 Route
-  Oceana Haile Gold Mine Trail Access at Survey Street
-  Comporium Communications Trail Access at Colonial Avenue
-  Founders Federal Credit Union Trail Access at Barr Street Learning Center
-  Almetta Street - Neighborhood Access Point
-  Main Street trail access
-  Shared Parking
-  Shared Parking
-  Natural Path Loop
-  Almetta Street neighborhood access point
-  Survey Street access point
-  Boardwalk towards Nature Pavilion
-  LHS Cross Country Trail



Existing Route, Approved Next Phase, & Future Phases of the Lindsay Pettus Greenway in Lancaster, SC. Lancaster High Cross Country trail included.

STATE OF SOUTH CAROLINA

LANCASTER COUNTY

Tax Parcel(s): 670-A-13

Drawn by and mail to: The Lindsay Pettus Greenway, Inc.
P. O. Box 1776
Lancaster, SC 29721

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("**Agreement**") dated as of _____, 2022 (the "**Agreement Date**") is by and between the **CITY OF LANCASTER** (the "**Grantor**") and **THE LINDSAY PETTUS GREENWAY, INC.**, a South Carolina nonprofit corporation ("**TLPG**").

ARTICLE I BACKGROUND

1.01 Property.

(a) Grantor is the sole owner in fee simple of that certain parcel of land containing approximately 4.66 acres located on the south side of Churchill Drive in the City of Lancaster, South Carolina, and described on plat of survey recorded as Plat No. 9877 in the Office of the Register of Deeds for Lancaster County, South Carolina, (the "**Grantor Property**").

(b) Grantor desires to allow a trail pursuant to the provisions of this Agreement on a portion of the Grantor Property (the "**Trail Property**"), said Trail Property being depicted as a 1.323 acre easement area on "Easement Map Enlargement Exhibit" dated June 24, 2020 prepared for Lindsay Pettus Greenway Phase II by Keck & Wood, Inc., Exhibit E.3.01 attached hereto (the "**Map**"). Once the Trail Facilities (defined below) have been constructed by TLPG within the Trail Property, TLPG, at its sole cost, shall cause the Map to be revised (the "**Revised Map**") and Grantor and TLPG shall execute and record an amendment to this Agreement to replace the Map with the Revised Map and modify the Trail Property to be the area shown on the Revised Map.

1.02 Purposes. The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.03 Consideration. The Grantor acknowledges receipt of the sum of \$1.00 in consideration of the grant of easement to TLPG under this Agreement and other good and valuable consideration, including the promises of TLPG set forth herein.

ARTICLE II Grant of Easement for Trail Facilities

2.01 Grant of Trail Facilities Easement. The Grantor, intending to be legally bound, grants, bargains, sells and conveys to TLPG a perpetual (except as provided herein) non-exclusive, non-transferable (except as provided in Section 6.01 below) easement in gross (“**Trail Facilities Easement**”) to (i) create the Trail (hereinafter defined) on the Trail Property, and (ii) enter the Trail Property at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the “**Trail Facilities**”) described in paragraph (a) of this Section 2.01. The Trail Facilities Easement is granted subject to conditions, covenants, restrictions, easements and other matters of record, other than (i) mortgage liens by Grantor existing on the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, and (ii) the lien of Ad Valorem taxes which Grantor agrees to pay prior to delinquency, and subject to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other local, state and federal laws, regulations or ordinances applicable to the Trail Property (collectively, “**Applicable Law**”).

(a) **Trail Facilities**

- (1) A paved or unpaved trail of varying width not to exceed fifteen feet (15') in width, together with steps, railings, and other surface structures which, as to wet areas, may include bridges, boardwalks and culverts (collectively, the “**Trail**”).
- (2) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (3) Facilities incidental to and for the convenience of users of the Trail, such as observation platforms, benches, picnic tables, wastebaskets, kiosks and bicycle racks.

(b) **No Obligation to Construct or Connect**

TLPG shall have no obligation to construct the Trail or any particular Trail Facilities within any particular time, if ever, or to connect the Trail with other trails; provided, however, that if the Trail shall not have been completed within ten (10) years after the Agreement Date, then Grantor may terminate this Agreement by unilaterally recording a notice of termination in the Office of the Register of Deeds for Lancaster County, South Carolina.

2.02 Exercise of Rights

- (a) Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities includes all activities necessary for the property construction, installation, maintenance and repair of the Trail Facilities, and may include, without limitation, installation of signage; mowing, cutting or removal of soil, rock, trees or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use as necessary.
- (b) TLPG, its employees, contractors, agents, or designees, shall (i) perform all construction, maintenance, repair and replacement of the Trail Facilities in a good and workmanlike manner, in accordance with all Applicable Law and in accordance with any standards which may apply to the performance thereof, including any professional engineering standards; (ii) obtain all necessary governmental permits and approvals for the performance of all construction, maintenance, repair and replacement of the Trail Facilities; (iii) be responsible for all costs of performing all construction, maintenance, repair and replacement of the Trail Facilities, including permits if reasonably requested at no cost to the Grantor.

ARTICLE III Grant of License for Public Access

3.01 Grant of Public Access Trail License The Grantor, intending to be legally bound, grants to TLPG the right to make available to the public a non-exclusive license over the Trail and the right to use Trail Facilities for the purposes ("**Permitted Trail Uses**") described in paragraph (a) of this **Section 3.01 ("Public Access Trail License")**. The Public Access Trail License is not a dedication of all or any of the Trail Property, and is granted subject to conditions, covenants, restrictions, easements and other matters of record other than (i) mortgage liens by Grantor as of the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, (ii) the lien of Ad Valorem taxes, which Grantor agrees to pay prior to delinquency, and to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other laws, regulations or ordinances applicable to the Trail Property.

- (a) **Permitted Trail Uses.** The Trail Facilities shall be used solely:
 - (1) As a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as "runs" or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) picnicking or other similar activities reasonably related to the activities permitted under items (i), (ii), and (iii) above, (v) wheelchair use by persons who need to use wheelchairs; (vi) maintenance vehicles used in the construction, management, maintenance or stewardship purposes of the Trail Facilities; (vii) by TLPG

or TLPG's contractors for events; and (viii) emergency vehicles in the case of emergency within the Trail Property.

- (2) For resource management, including the right (but not obligation) to mow, cut or remove trees, vegetation, or plant vegetation, within the Trail Property.

ARTICLE IV Rights of Grantor

4.01 Grantor, Improvements, Uses and Activities. Grantor has the rights accorded to the general public to use the Trail Facilities located on the Trail Property, as well as the right to exercise any one or more of the following rights:

- (a) **Other Rights.** Grantor may exercise, and hereby reserves, all rights accruing from ownership of the Trail Property that are not expressly prohibited by this Agreement or materially inconsistent with the easement rights granted hereby and do not materially interfere with same, including, the right to engage in, or permit or invite others to engage in, all uses of the Trail Property.
- (b) **Enforcement Rights.** Grantor may remove or exclude from the Trail Property any Persons (as defined in **Section 6.04**) other than TLPG, TLPG's contractors or agents, who are (i) in locations other than the Trail or other Trail Facilities located on the Trail Property, or (ii) not engaged in Permitted Trail Uses.
- (c) **Grant Utility Easements.** From time to time Grantor may grant utility easements within the Trail Property for underground utilities.

ARTICLE V Enforcement; Liability Issues

5.01 Enforcement. Upon any default under this Agreement, each party may, in addition to other remedies available at law or in equity, exercise any one or more of the following remedies:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation of this Agreement.
- (b) **Self Help.** Enter the Trail Property to remove any barrier to the access provided under this Agreement and do such things as are reasonably necessary to protect and preserve the party's rights under this Agreement

5.02 Representations and Warranties. The Grantor warrants to TLPG that to the actual knowledge of Grantor, without investigation:

- (a) The Trail Property is not encumbered by (i) lien of any mortgage or deed of trust (a “**Mortgage Lien**”), (ii) or any mechanics or materialman’s lien (a “**Mechanics & Materialman’s Lien**”), or if there is either a Mortgage Lien or Mechanics & Materialman’s Lien on the Trail Property by or through Grantor as of the Agreement Date, Grantor will cause it to be removed or subordinated to this Agreement on the same date that this Agreement is recorded in the Office of the Register of Deeds Lancaster County.
- (b) Except as previously disclosed to TLPG, Grantor has received no written notice that the Trail Property is in violation of any Applicable Law; and
- (c) There is not pending or threatened litigation against or by Grantor in any way affecting, involving or relating to the Trail Property.

Except as expressly provided above in this Section 5.02, TLPG acknowledges that Grantor makes no representation or warranty as to the condition of the Trail Property or its suitability for the Trail and/or Trail Facilities. TLPG, and its permitted assigns, (i) shall use the Trail Property in its AS-IS condition and (ii) assume all risk of use of the Trail Property, the Trail, and/or the Trail Facilities.

5.03 Right of Inspection. TLPG and Grantor shall each have the right to inspect the Trail Property for purposes of enforcement of the covenants under this Agreement and to monitor the operation, maintenance, and use of the Trail.

5.04 Immunity under Applicable Law. Nothing in this Agreement limits the ability of Grantor and TLPG to avail themselves of the protections offered by any applicable law affording immunity to Grantor and TLPG including, to the extent applicable, the recreational use statute, S.C. Code Ann. §27-3-10 et seq. (“**Recreational Use Statute**”) (as may be amended from time to time). If the Recreational Use Statute is repealed or amended in such a manner as to reduce or eliminate the liability protection afforded to Grantor there under, Grantor shall have the right to require TLPG to procure supplemental liability insurance (in addition to the liability insurance described in Section 5.08 of this Agreement), at TLPG’s sole cost, with commercially reasonable amounts and coverages, as determined by Grantor in its reasonable opinion.

5.05 Public Enters at Own Risk Use of any portion of the Property by members of the general public is at their own risk. Notwithstanding any provision herein to the contrary, by entering into this Agreement, Grantor does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Trail Property; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. TLPG shall inspect the Trail Facilities on a regular basis. TLPG shall maintain and promptly repair damaged Trail Facilities as needed, at TLPG’s sole cost, in compliance with all

Applicable Law.

5.06 Costs and Expenses . Grantor shall have no responsibility for maintenance of the Trail Facilities except for such repairs or maintenance that results from the negligence or intentional misconduct of Grantor or Grantor's agents, employees, contractors, or representatives, in which event, Grantor will promptly reimburse TLPG for such reasonable expenses or costs within ten (10) business days after TLPG shall submit an invoice for such work expense.

5.07 Covenant Against Liens TLPG shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of TLPG which, if not paid or discharged, would result in a lien on the Trail Property. This **Section 5.07** shall survive the termination of this Agreement.

5.08 Insurance; Indemnity. TLPG shall indemnify, defend and hold harmless Grantor and its affiliates, directors, shareholders, members, managers, officers, employees, contractors, agents, heirs, successors and assigns, as applicable (collectively, the "**Indemnified Persons**"), from and against any loss, liability, damage, costs, expenses (including, without limitation, reasonable attorneys' fees), injury or claim of any kind to any person (including death) or property incurred by one or more of the Indemnified Persons and arising from or caused by (i) TLPG's, or its contractors', employees', agents', licensees' or invitees' (each, an "**Indemnifying Party**"), use of the Trail or Trail Facilities, or exercise of the Indemnifying Party's rights or obligations under this Agreement, (ii) the Indemnifying Party's breach of or failure to perform its obligations under this Agreement, and/or (iii) the Indemnifying Party's violation of this Agreement or any Applicable Law. Prior to entering the Trail Property for any purpose under this Agreement, and at all times while this Agreement is in effect, TLPG shall (a) obtain and maintain, at its sole cost, general liability insurance with maximum limits of Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate on account of bodily injury, including death, and property damage, in or about the Trail Property (the "**Liability Policy**"), with Grantor and the Indemnified Persons named as additional insureds, and (b) deliver a certificate of insurance and endorsement (the "**COI**") to Grantor confirming that Grantor and the Indemnified Persons have been named as additional insureds. At any other time within 15 days of Grantor's written request, TLPG shall provide to Grantor a certificate of insurance substantively similar to the COI confirming that the Liability Policy remains in effect. This **Section 5.08** shall survive the termination of this Agreement until such time as the applicable statute of limitations has expired for any claims that may arise under this Agreement.

ARTICLE VI Miscellaneous

6.01 Assignment. This Agreement may be assigned by TLPG only to a governmental entity or agency or another non-profit corporation whose mission includes creation and/or operation of trails or greenways without the prior consent of Grantor. Upon any assignment hereto by TLPG, all references herein to TLPG shall thereafter mean the assignee. Otherwise, this Agreement creates an easement in gross and is assignable only with Grantor's prior written consent.

6.02 Binding Agreement. This Agreement is a servitude running with the land binding upon the Grantor and, upon recordation in the Public Records, any subsequent owner of the Trail Property or any portion of the Trail Property is bound by its terms whether or not the owner had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. Subject to such limitations (if any) on TLPG's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Grantor and TLPG and their respective personal representatives, successors and assigns.

6.03 Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of South Carolina.

6.04 Definition and Interpretation of Capitalized and Other Terms. The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (a) **"Grantor"** means each owner of all or any portion of the Trail Property for so long as that owner owns all or any portion of the Trail Property.
- (b) **"Person"** means an individual, organization, trust, or other entity.
- (c) **"Public Records"** means the public records of the Office of the Register of Deeds for Lancaster County, South Carolina.
- (d) **"Including"** means "including, without limitation".
- (e) **"May"** is permissive and implies no obligation; "must" or "shall" are obligatory.

6.05 Incorporation by Reference. Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

6.06 Amendments; Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by a party from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for the other party. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

6.07 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

6.08 Recordation. TLPG shall record this instrument in the Public Records, and may re-record it at any time as may be required to preserve its rights in this Agreement.

6.09 Successors. Subject to the terms of **Section 6.01**, the covenants, terms, conditions and

restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Trail Property.

6.10 Counterparts. This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

6.11 Entire Agreement. This is the entire agreement of Grantor and TLPG pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, TLPG, and others pertaining to the transaction set forth in this Agreement.

6.12 Notices. Any notice contemplated by this Agreement must be in writing, addressed as set forth below and shall be either (a) sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two (2) business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by facsimile or e-mail in which case the notice shall be deemed delivered upon confirmed transmission of such notice; provided that no later than the next business day after the facsimile or e-mail is sent, a hard copy of the facsimile or e-mail transmission is also sent in the manner set forth in (a), (b) or (d) of this Section; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Either party may change its address by giving the other party five (5) days advance notice of such change.

If to Grantor, to: City of Lancaster
 P. O. Box 1149
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 216 S. Catawba Street
 Lancaster, SC 29720)

If to TLPG, to: The Lindsay Pettus Greenway, Inc.
 P. O. Box 1776
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 Sherri C. Gregory, Executive Director
 805 Blenheim Court
 Lancaster, SC 29720)

TO HAVE AND TO HOLD the aforesaid easement, with all the rights, privileges and appurtenances thereunto appertaining unto TLPG, its successors and assigns forever, subject to the terms of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and TLPG by their respective duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

CITY OF LANCASTER

By: _____
 Name: T. Alston DeVenny
 Title: Mayor

Signed, sealed and delivered
 in the presence of:

 Witness

 Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named Grantor by T. Alston DeVenny, its Mayor, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of the Grantor.

WITNESS my hand and notarial seal this _____ day of _____, 2022.

 Notary Public
 My commission expires: _____

TLPG:

THE LINDSAY PETTUS GREENWAY, INC.,
a South Carolina nonprofit corporation

By: Mark E. Strickland
Name: Mark E. Strickland
Title: President

Signed, sealed and delivered
in the presence of:

Gay R. John

Witness

Gale L. Smith

Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

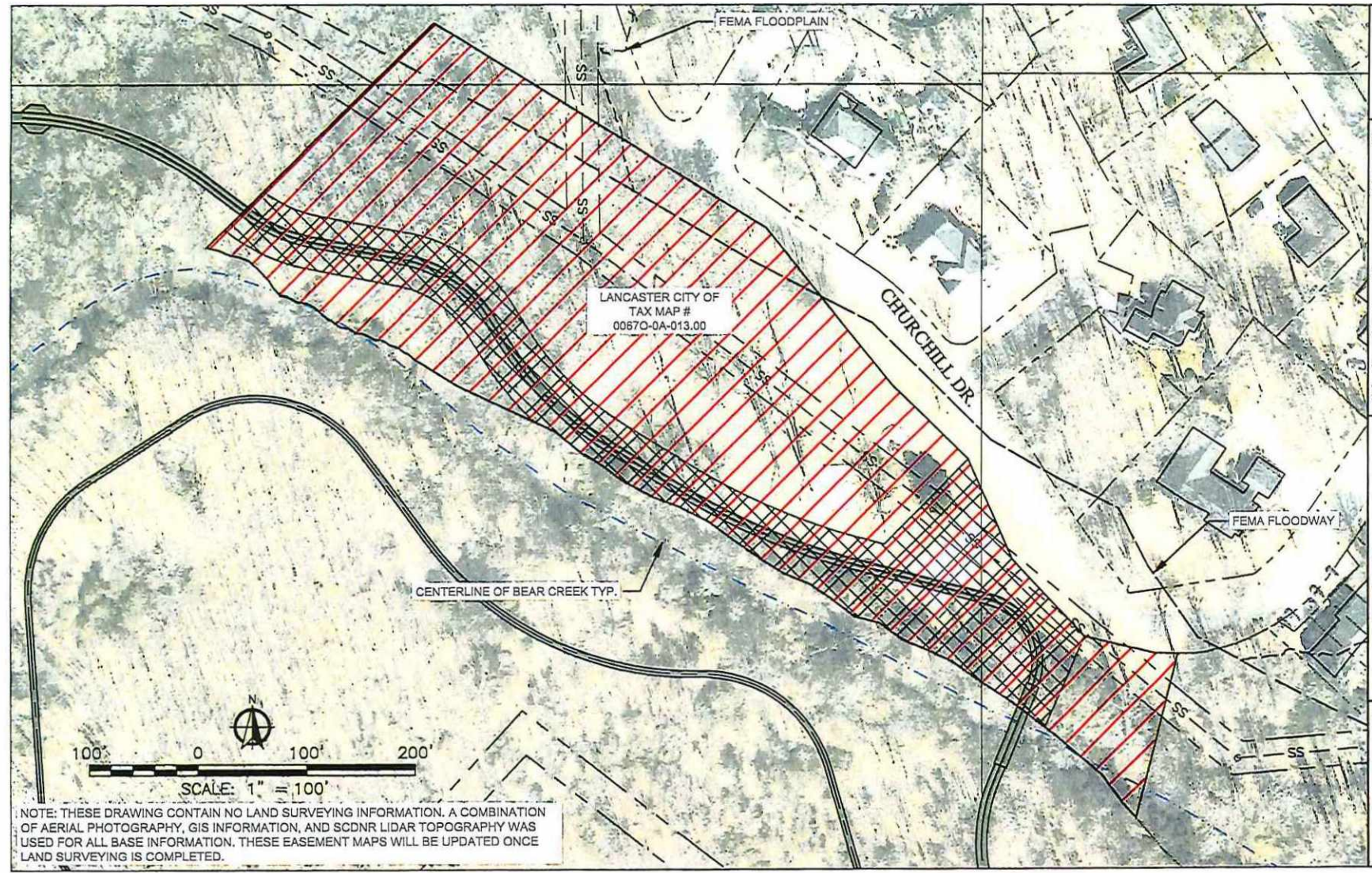
I, the undersigned Notary Public for the County and State aforesaid, certify that the above named **THE LINDSAY PETTUS GREENWAY, INC.** by Mark E. Strickland, its President, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of **THE LINDSAY PETTUS GREENWAY, INC.**.

WITNESS my hand and notarial seal this 27th day of July, 2022.

Gay R. John

Notary Public

My commission expires: 3/15/31



Lindsay Pettus Greenway Phase II		EXHIBIT NO.	E.3.00
Lancaster, SC		EASEMENT MAP ENLARGEMENT EXHIBIT	
JOB NUMBER:		196770	
SCALE: AS SHOWN	CHECKED BY: CEB	 COLLABORATION BY DESIGN 300 TECHNOLOGY CENTER WAY, SUITE 403 ROCK HILL, SC 29733 (803) 650-1300 keckwood.com	
DRAWN BY: SDG			
DATE: 06/24/2020			

Lindsay Pettus Greenway Phase II

Lancaster, SC

JOB NUMBER: 196770

Keck+Wood
COLLABORATION BY DESIGN
320 TECHNOLOGY CENTERWAY, SUITE 400
ROCK HILL, SC 29733
(803) 626-1350
keckwood.com

SCALE:	AS SHOWN
CHECKED BY:	CEB
DRAWN BY:	SDG
DATE:	06/24/2020

STATE OF SOUTH CAROLINA

LANCASTER COUNTY

Tax Parcel(s): 82C-A-17

Drawn by and mail to: The Lindsay Pettus Greenway, Inc.

P. O. Box 1776

Lancaster, SC 29721

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT (“**Agreement**”) dated as of _____, 2022 (the “**Agreement Date**”) is by and between the **CITY OF LANCASTER** (the “**Grantor**”) and **THE LINDSAY PETTUS GREENWAY, INC.**, a South Carolina nonprofit corporation (“**TLPG**”).

ARTICLE I BACKGROUND

1.01 Property.

(a) Grantor is the sole owner in fee simple of that certain parcel of land containing approximately 71.28 acres located south of Springdale Road and north of S. Plantation Road in the City of Lancaster, South Carolina, and described in deed recorded in Deed Book P-9 page 108 in the Office of the Register of Deeds for Lancaster County, South Carolina, (the “**Grantor Property**”).

(b) Grantor desires to allow a trail pursuant to the provisions of this Agreement on a portion of the Grantor Property (the “**Trail Property**”), said Trail Property being depicted as a 2.100 acre easement area on “Easement Map Enlargement Exhibit” dated June 24, 2020 prepared for Lindsay Pettus Greenway Phase II by Keck & Wood, Inc., Exhibit E.2.91 attached hereto (the “**Map**”). Once the Trail Facilities (defined below) have been constructed by TLPG within the Trail Property, TLPG, at its sole cost, shall cause the Map to be revised (the “**Revised Map**”) and Grantor and TLPG shall execute and record an amendment to this Agreement to replace the Map with the Revised Map and modify the Trail Property to be the area shown on the Revised Map.

1.02 Purposes. The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.03 Consideration. The Grantor acknowledges receipt of the sum of \$1.00 in consideration of the grant of easement to TLPG under this Agreement and other good and valuable consideration, including the promises of TLPG set forth herein.

ARTICLE II Grant of Easement for Trail Facilities

2.01 Grant of Trail Facilities Easement. The Grantor, intending to be legally bound, grants, bargains, sells and conveys to TLPG a perpetual (except as provided herein) non-exclusive, non-transferable (except as provided in Section 6.01 below) easement in gross ("**Trail Facilities Easement**") to (i) create the Trail (hereinafter defined) on the Trail Property, and (ii) enter the Trail Property at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "**Trail Facilities**") described in paragraph (a) of this Section 2.01. The Trail Facilities Easement is granted subject to conditions, covenants, restrictions, easements and other matters of record, other than (i) mortgage liens by Grantor existing on the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, and (ii) the lien of Ad Valorem taxes which Grantor agrees to pay prior to delinquency, and subject to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other local, state and federal laws, regulations or ordinances applicable to the Trail Property (collectively, "**Applicable Law**").

(a) **Trail Facilities**

- (1) A paved or unpaved trail of varying width not to exceed fifteen feet (15') in width, together with steps, railings, and other surface structures which, as to wet areas, may include bridges, boardwalks and culverts (collectively, the "**Trail**").
- (2) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (3) Facilities incidental to and for the convenience of users of the Trail, such as observation platforms, benches, picnic tables, wastebaskets, kiosks and bicycle racks.

(b) **No Obligation to Construct or Connect**

TLPG shall have no obligation to construct the Trail or any particular Trail Facilities within any particular time, if ever, or to connect the Trail with other trails; provided, however, that if the Trail shall not have been completed within ten (10) years after the Agreement Date, then Grantor may terminate this Agreement by unilaterally recording a notice of termination in the Office of the Register of Deeds for Lancaster County, South Carolina.

2.02 Exercise of Rights

- (a) Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities includes all activities necessary for the property construction, installation, maintenance and repair of the Trail Facilities, and may include, without limitation, installation of signage; mowing, cutting or removal of soil, rock, trees or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use as necessary.
- (b) TLPG, its employees, contractors, agents, or designees, shall (i) perform all construction, maintenance, repair and replacement of the Trail Facilities in a good and workmanlike manner, in accordance with all Applicable Law and in accordance with any standards which may apply to the performance thereof, including any professional engineering standards; (ii) obtain all necessary governmental permits and approvals for the performance of all construction, maintenance, repair and replacement of the Trail Facilities; (iii) be responsible for all costs of performing all construction, maintenance, repair and replacement of the Trail Facilities, including permits if reasonably requested at no cost to the Grantor.

ARTICLE III Grant of License for Public Access

3.01 Grant of Public Access Trail License The Grantor, intending to be legally bound, grants to TLPG the right to make available to the public a non-exclusive license over the Trail and the right to use Trail Facilities for the purposes ("**Permitted Trail Uses**") described in paragraph (a) of this **Section 3.01 ("Public Access Trail License")**. The Public Access Trail License is not a dedication of all or any of the Trail Property, and is granted subject to conditions, covenants, restrictions, easements and other matters of record other than (i) mortgage liens by Grantor as of the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, (ii) the lien of Ad Valorem taxes, which Grantor agrees to pay prior to delinquency, and to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other laws, regulations or ordinances applicable to the Trail Property.

- (a) **Permitted Trail Uses.** The Trail Facilities shall be used solely:
 - (1) As a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as "runs" or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) picnicking or other similar activities reasonably related to the activities permitted under items (i), (ii), and (iii) above, (v) wheelchair use by persons who need to use wheelchairs; (vi) maintenance vehicles used in the construction, management, maintenance or stewardship purposes of the Trail Facilities; (vii) by TLPG

or TLPG's contractors for events; and (viii) emergency vehicles in the case of emergency within the Trail Property.

- (2) For resource management, including the right (but not obligation) to mow, cut or remove trees, vegetation, or plant vegetation, within the Trail Property.

ARTICLE IV Rights of Grantor

4.01 Grantor, Improvements, Uses and Activities. Grantor has the rights accorded to the general public to use the Trail Facilities located on the Trail Property, as well as the right to exercise any one or more of the following rights:

- (a) **Other Rights.** Grantor may exercise, and hereby reserves, all rights accruing from ownership of the Trail Property that are not expressly prohibited by this Agreement or materially inconsistent with the easement rights granted hereby and do not materially interfere with same, including, the right to engage in, or permit or invite others to engage in, all uses of the Trail Property.
- (b) **Enforcement Rights.** Grantor may remove or exclude from the Trail Property any Persons (as defined in **Section 6.04**) other than TLPG, TLPG's contractors or agents, who are (i) in locations other than the Trail or other Trail Facilities located on the Trail Property, or (ii) not engaged in Permitted Trail Uses.
- (c) **Grant Utility Easements.** From time to time Grantor may grant utility easements within the Trail Property for underground utilities.

ARTICLE V Enforcement; Liability Issues

5.01 Enforcement. Upon any default under this Agreement, each party may, in addition to other remedies available at law or in equity, exercise any one or more of the following remedies:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation of this Agreement.
- (b) **Self Help.** Enter the Trail Property to remove any barrier to the access provided under this Agreement and do such things as are reasonably necessary to protect and preserve the party's rights under this Agreement

5.02 Representations and Warranties. The Grantor warrants to TLPG that to the actual knowledge of Grantor, without investigation:

- (a) The Trail Property is not encumbered by (i) lien of any mortgage or deed of trust (a "**Mortgage Lien**"), (ii) or any mechanics or materialman's lien (a "**Mechanics & Materialman's Lien**"), or if there is either a Mortgage Lien or Mechanics & Materialman's Lien on the Trail Property by or through Grantor as of the Agreement Date, Grantor will cause it to be removed or subordinated to this Agreement on the same date that this Agreement is recorded in the Office of the Register of Deeds Lancaster County.
- (b) Except as previously disclosed to TLPG, Grantor has received no written notice that the Trail Property is in violation of any Applicable Law; and
- (c) There is not pending or threatened litigation against or by Grantor in any way affecting, involving or relating to the Trail Property.

Except as expressly provided above in this Section 5.02, TLPG acknowledges that Grantor makes no representation or warranty as to the condition of the Trail Property or its suitability for the Trail and/or Trail Facilities. TLPG, and its permitted assigns, (i) shall use the Trail Property in its AS-IS condition and (ii) assume all risk of use of the Trail Property, the Trail, and/or the Trail Facilities.

5.03 Right of Inspection. TLPG and Grantor shall each have the right to inspect the Trail Property for purposes of enforcement of the covenants under this Agreement and to monitor the operation, maintenance, and use of the Trail.

5.04 Immunity under Applicable Law. Nothing in this Agreement limits the ability of Grantor and TLPG to avail themselves of the protections offered by any applicable law affording immunity to Grantor and TLPG including, to the extent applicable, the recreational use statute, S.C. Code Ann. §27-3-10 et seq. ("**Recreational Use Statute**") (as may be amended from time to time). If the Recreational Use Statute is repealed or amended in such a manner as to reduce or eliminate the liability protection afforded to Grantor there under, Grantor shall have the right to require TLPG to procure supplemental liability insurance (in addition to the liability insurance described in Section 5.08 of this Agreement), at TLPG's sole cost, with commercially reasonable amounts and coverages, as determined by Grantor in its reasonable opinion.

5.05 Public Enters at Own Risk Use of any portion of the Property by members of the general public is at their own risk. Notwithstanding any provision herein to the contrary, by entering into this Agreement, Grantor does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Trail Property; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. TLPG shall inspect the Trail Facilities on a regular basis. TLPG shall maintain and promptly repair damaged Trail Facilities as needed, at TLPG's sole cost, in compliance with all

Applicable Law.

5.06 Costs and Expenses . Grantor shall have no responsibility for maintenance of the Trail Facilities except for such repairs or maintenance that results from the negligence or intentional misconduct of Grantor or Grantor's agents, employees, contractors, or representatives, in which event, Grantor will promptly reimburse TLPG for such reasonable expenses or costs within ten (10) business days after TLPG shall submit an invoice for such work expense.

5.07 Covenant Against Liens TLPG shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of TLPG which, if not paid or discharged, would result in a lien on the Trail Property. This **Section 5.07** shall survive the termination of this Agreement.

5.08 Insurance; Indemnity. TLPG shall indemnify, defend and hold harmless Grantor and its affiliates, directors, shareholders, members, managers, officers, employees, contractors, agents, heirs, successors and assigns, as applicable (collectively, the "**Indemnified Persons**"), from and against any loss, liability, damage, costs, expenses (including, without limitation, reasonable attorneys' fees), injury or claim of any kind to any person (including death) or property incurred by one or more of the Indemnified Persons and arising from or caused by (i) TLPG's, or its contractors', employees', agents', licensees' or invitees' (each, an "**Indemnifying Party**"), use of the Trail or Trail Facilities, or exercise of the Indemnifying Party's rights or obligations under this Agreement, (ii) the Indemnifying Party's breach of or failure to perform its obligations under this Agreement, and/or (iii) the Indemnifying Party's violation of this Agreement or any Applicable Law. Prior to entering the Trail Property for any purpose under this Agreement, and at all times while this Agreement is in effect, TLPG shall (a) obtain and maintain, at its sole cost, general liability insurance with maximum limits of Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate on account of bodily injury, including death, and property damage, in or about the Trail Property (the "**Liability Policy**"), with Grantor and the Indemnified Persons named as additional insureds, and (b) deliver a certificate of insurance and endorsement (the "**COI**") to Grantor confirming that Grantor and the Indemnified Persons have been named as additional insureds. At any other time within 15 days of Grantor's written request, TLPG shall provide to Grantor a certificate of insurance substantively similar to the COI confirming that the Liability Policy remains in effect. This **Section 5.08** shall survive the termination of this Agreement until such time as the applicable statute of limitations has expired for any claims that may arise under this Agreement.

ARTICLE VI Miscellaneous

6.01 Assignment. This Agreement may be assigned by TLPG only to a governmental entity or agency or another non-profit corporation whose mission includes creation and/or operation of trails or greenways without the prior consent of Grantor. Upon any assignment hereto by TLPG, all references herein to TLPG shall thereafter mean the assignee. Otherwise, this Agreement creates an easement in gross and is assignable only with Grantor's prior written consent.

6.02 Binding Agreement. This Agreement is a servitude running with the land binding upon the Grantor and, upon recordation in the Public Records, any subsequent owner of the Trail Property or any portion of the Trail Property is bound by its terms whether or not the owner had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. Subject to such limitations (if any) on TLPG's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Grantor and TLPG and their respective personal representatives, successors and assigns.

6.03 Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of South Carolina.

6.04 Definition and Interpretation of Capitalized and Other Terms. The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (a) **"Grantor"** means each owner of all or any portion of the Trail Property for so long as that owner owns all or any portion of the Trail Property.
- (b) **"Person"** means an individual, organization, trust, or other entity.
- (c) **"Public Records"** means the public records of the Office of the Register of Deeds for Lancaster County, South Carolina.
- (d) **"Including"** means "including, without limitation".
- (e) **"May"** is permissive and implies no obligation; "must" or "shall" are obligatory.

6.05 Incorporation by Reference. Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

6.06 Amendments; Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by a party from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for the other party. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

6.07 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

6.08 Recordation. TLPG shall record this instrument in the Public Records, and may re-record it at any time as may be required to preserve its rights in this Agreement.

6.09 Successors. Subject to the terms of **Section 6.01**, the covenants, terms, conditions and

restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Trail Property.

6.10 Counterparts. This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

6.11 Entire Agreement. This is the entire agreement of Grantor and TLPG pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, TLPG, and others pertaining to the transaction set forth in this Agreement.

6.12 Notices. Any notice contemplated by this Agreement must be in writing, addressed as set forth below and shall be either (a) sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two (2) business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by facsimile or e-mail in which case the notice shall be deemed delivered upon confirmed transmission of such notice; provided that no later than the next business day after the facsimile or e-mail is sent, a hard copy of the facsimile or e-mail transmission is also sent in the manner set forth in (a), (b) or (d) of this Section; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Either party may change its address by giving the other party five (5) days advance notice of such change.

If to Grantor, to: City of Lancaster
 P. O. Box 1149
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 216 S. Catawba Street
 Lancaster, SC 29720)

If to TLPG, to: The Lindsay Pettus Greenway, Inc.
 P. O. Box 1776
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 Sherri C. Gregory, Executive Director
 805 Blenheim Court
 Lancaster, SC 29720)

TO HAVE AND TO HOLD the aforesaid easement, with all the rights, privileges and appurtenances thereunto appertaining unto TLPG, its successors and assigns forever, subject to the terms of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and TLPG by their respective duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

CITY OF LANCASTER

By: _____

Name: T. Alston DeVenny

Title: Mayor

Signed, sealed and delivered
in the presence of:

Witness

Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named Grantor by T. Alston DeVenny, its Mayor, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of the Grantor.

WITNESS my hand and notarial seal this _____ day of _____, 20 22.

Notary Public

My commission expires: _____

TLPG:

THE LINDSAY PETTUS GREENWAY, INC.,
a South Carolina nonprofit corporation

By: Mark E. Strickland
Name: Mark E. Strickland
Title: President

Signed, sealed and delivered
in the presence of:

Greg R. John
Witness

Gale J. Smith
Witness

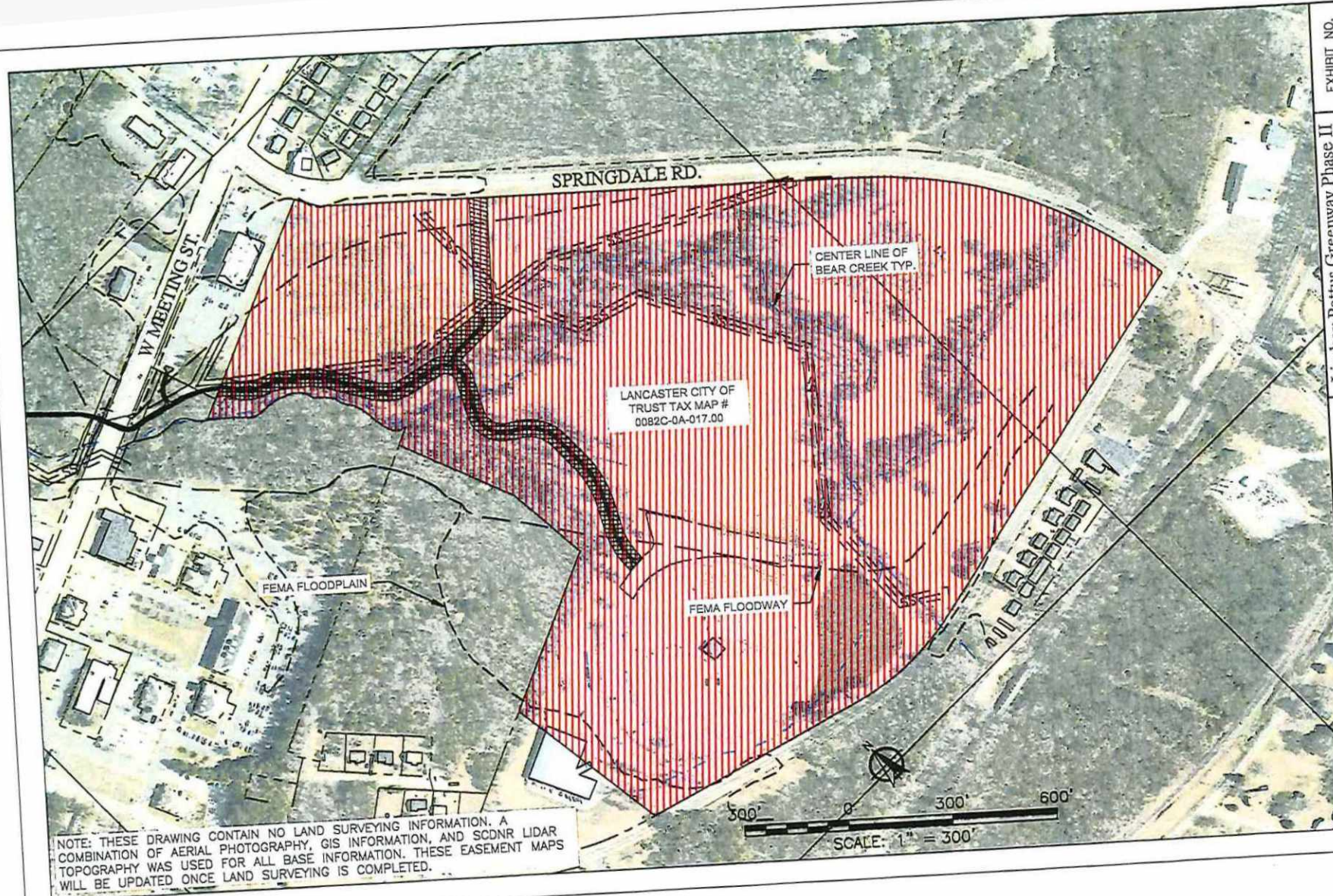
STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named **THE LINDSAY PETTUS GREENWAY, INC.** by Mark E. Strickland, its President, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of **THE LINDSAY PETTUS GREENWAY, INC.**.

WITNESS my hand and notarial seal this 27th day of July, 2022.

Greg R. John
Notary Public
My commission expires: 3/15/31



NOTE: THESE DRAWING CONTAIN NO LAND SURVEYING INFORMATION. A COMBINATION OF AERIAL PHOTOGRAPHY, GIS INFORMATION, AND SCDNR LIDAR TOPOGRAPHY WAS USED FOR ALL BASE INFORMATION. THESE EASEMENT MAPS WILL BE UPDATED ONCE LAND SURVEYING IS COMPLETED.

EXHIBIT NO.

E.2.90

Lindsay Pettus Greenway Phase II

Lancaster, SC

EASEMENT MAP ENLARGEMENT EXHIBIT

JOB NUMBER: 198770

Keck+Wood
COLLABORATION BY DESIGN

300 TECHNOLOGY CENTER VINY, SUITE 100
ROCK HILL, SC 29720

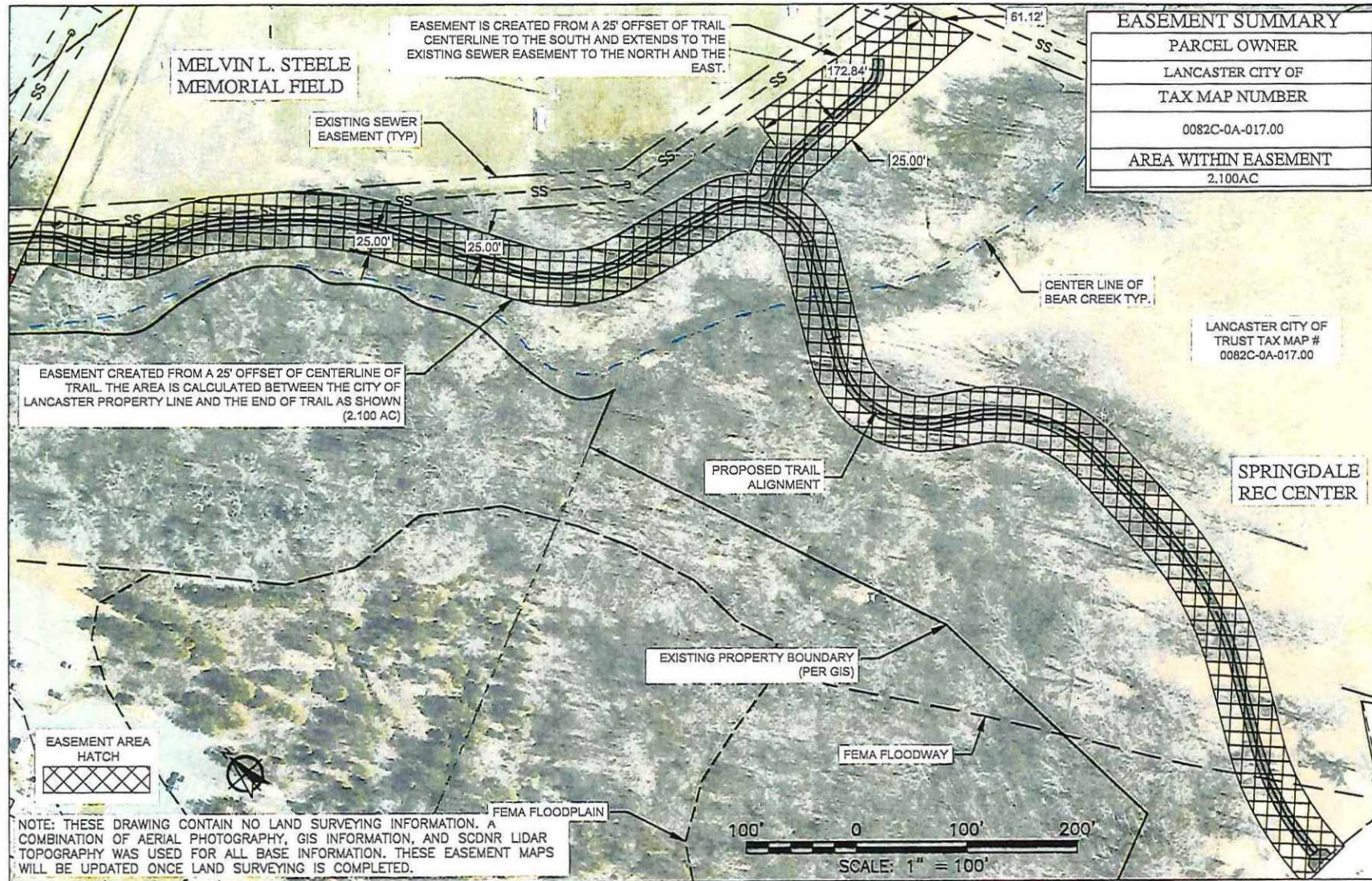
(803) 520-1300
keckwood.com

SCALE: AS SHOWN

CHECKED BY: CEB

DRAWN BY: SDG

DATE: 06/24/2020



EASEMENT SUMMARY

PARCEL OWNER

LANCASTER CITY OF

TAX MAP NUMBER

0082C-0A-017.00

AREA WITHIN EASEMENT

2.100AC

EXHIBIT NO.

E.2.91

Lindsay Pettus Greenway Phase II

Lancaster, SC

EASEMENT MAP ENLARGEMENT EXHIBIT

JOB NUMBER: 196770

Keck+Wood
 COLLABORATION BY DESIGN

 500 TECHNOLOGY CENTER WAY, SUITE 100
 ROCK HILL, SC 29733
 (803) 620-1300
www.keckwood.com

SCALE: AS SHOWN

CHECKED BY: CEB

DRAWN BY: SDG

DATE: 06/24/2020

STATE OF SOUTH CAROLINA

LANCASTER COUNTY

Tax Parcel(s): 67/26

Drawn by and mail to: The Lindsay Pettus Greenway, Inc.
P. O. Box 1776
Lancaster, SC 29721

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT (“**Agreement**”) dated as of _____, 2022 (the “**Agreement Date**”) is by and between **the CITY OF LANCASTER** (the “**Grantor**”) and **THE LINDSAY PETTUS GREENWAY, INC.**, a South Carolina nonprofit corporation (“**TLPG**”).

ARTICLE I BACKGROUND

1.01 **Property.**

(a) Grantor is the sole owner in fee simple of that certain parcel of land containing approximately 22.7 acres located north of the terminus of Lockwood Lane in the City of Lancaster, South Carolina, and described in deed recorded in Deed Book C-6 page 6260 in the Office of the Register of Deeds for Lancaster County, South Carolina, (the “**Grantor Property**”).

(b) Grantor desires to allow a trail pursuant to the provisions of this Agreement on a portion of the Grantor Property (the “**Trail Property**”), said Trail Property being depicted as a 0.840 acre easement area on “Easement Map Enlargement Exhibit” dated June 24, 2020 prepared for Lindsay Pettus Greenway Phase II by Keck & Wood, Inc., Exhibit E.3.11 attached hereto (the “**Map**”). Once the Trail Facilities (defined below) have been constructed by TLPG within the Trail Property, TLPG, at its sole cost, shall cause the Map to be revised (the “**Revised Map**”) and Grantor and TLPG shall execute and record an amendment to this Agreement to replace the Map with the Revised Map and modify the Trail Property to be the area shown on the Revised Map.

1.02 Purposes. The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.03 Consideration. The Grantor acknowledges receipt of the sum of \$1.00 in consideration of the grant of easement to TLPG under this Agreement and other good and valuable consideration, including the promises of TLPG set forth herein.

ARTICLE II Grant of Easement for Trail Facilities

2.01 Grant of Trail Facilities Easement. The Grantor, intending to be legally bound, grants, bargains, sells and conveys to TLPG a perpetual (except as provided herein) non-exclusive, non-transferable (except as provided in Section 6.01 below) easement in gross ("**Trail Facilities Easement**") to (i) create the Trail (hereinafter defined) on the Trail Property, and (ii) enter the Trail Property at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "**Trail Facilities**") described in paragraph (a) of this Section 2.01. The Trail Facilities Easement is granted subject to conditions, covenants, restrictions, easements and other matters of record, other than (i) mortgage liens by Grantor existing on the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, and (ii) the lien of Ad Valorem taxes which Grantor agrees to pay prior to delinquency, and subject to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other local, state and federal laws, regulations or ordinances applicable to the Trail Property (collectively, "**Applicable Law**").

(a) **Trail Facilities**

- (1) A paved or unpaved trail of varying width not to exceed fifteen feet (15') in width, together with steps, railings, and other surface structures which, as to wet areas, may include bridges, boardwalks and culverts (collectively, the "**Trail**").
- (2) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (3) Facilities incidental to and for the convenience of users of the Trail, such as observation platforms, benches, picnic tables, wastebaskets, kiosks and bicycle racks.

(b) **No Obligation to Construct or Connect**

TLPG shall have no obligation to construct the Trail or any particular Trail Facilities within any particular time, if ever, or to connect the Trail with other trails; provided, however, that if the Trail shall not have been completed within ten (10) years after the Agreement Date, then Grantor may terminate this Agreement by unilaterally recording a notice of termination in the Office of the Register of Deeds for Lancaster County, South Carolina.

2.02 Exercise of Rights

- (a) Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities includes all activities necessary for the property construction, installation, maintenance and repair of the Trail Facilities, and may include, without limitation, installation of signage; mowing, cutting or removal of soil, rock, trees or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use as necessary.
- (b) TLPG, its employees, contractors, agents, or designees, shall (i) perform all construction, maintenance, repair and replacement of the Trail Facilities in a good and workmanlike manner, in accordance with all Applicable Law and in accordance with any standards which may apply to the performance thereof, including any professional engineering standards; (ii) obtain all necessary governmental permits and approvals for the performance of all construction, maintenance, repair and replacement of the Trail Facilities; (iii) be responsible for all costs of performing all construction, maintenance, repair and replacement of the Trail Facilities, including permits if reasonably requested at no cost to the Grantor.

ARTICLE III Grant of License for Public Access

3.01 Grant of Public Access Trail License *The Grantor, intending to be legally bound, grants to TLPG the right to make available to the public a non-exclusive license over the Trail and the right to use Trail Facilities for the purposes ("Permitted Trail Uses") described in paragraph (a) of this Section 3.01 ("Public Access Trail License"). The Public Access Trail License is not a dedication of all or any of the Trail Property, and is granted subject to conditions, covenants, restrictions, easements and other matters of record other than (i) mortgage liens by Grantor as of the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, (ii) the lien of Ad Valorem taxes, which Grantor agrees to pay prior to delinquency, and to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other laws, regulations or ordinances applicable to the Trail Property.*

- (a) **Permitted Trail Uses.** The Trail Facilities shall be used solely:
 - (1) As a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as "runs" or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) picnicking or other similar activities reasonably related to the activities permitted under items (i), (ii), and (iii) above, (v) wheelchair use by persons who need to use wheelchairs; (vi) maintenance vehicles used in the construction, management, maintenance or stewardship purposes of the Trail Facilities; (vii) by TLPG

or TLPG's contractors for events; and (viii) emergency vehicles in the case of emergency within the Trail Property.

- (2) For resource management, including the right (but not obligation) to mow, cut or remove trees, vegetation, or plant vegetation, within the Trail Property.

ARTICLE IV Rights of Grantor

4.01 Grantor, Improvements, Uses and Activities. Grantor has the rights accorded to the general public to use the Trail Facilities located on the Trail Property, as well as the right to exercise any one or more of the following rights:

- (a) **Other Rights.** Grantor may exercise, and hereby reserves, all rights accruing from ownership of the Trail Property that are not expressly prohibited by this Agreement or materially inconsistent with the easement rights granted hereby and do not materially interfere with same, including, the right to engage in, or permit or invite others to engage in, all uses of the Trail Property.
- (b) **Enforcement Rights.** Grantor may remove or exclude from the Trail Property any Persons (as defined in **Section 6.04**) other than TLPG, TLPG's contractors or agents, who are (i) in locations other than the Trail or other Trail Facilities located on the Trail Property, or (ii) not engaged in Permitted Trail Uses.
- (c) **Grant Utility Easements.** From time to time Grantor may grant utility easements within the Trail Property for underground utilities.

ARTICLE V Enforcement; Liability Issues

5.01 Enforcement. Upon any default under this Agreement, each party may, in addition to other remedies available at law or in equity, exercise any one or more of the following remedies:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation of this Agreement.
- (b) **Self Help.** Enter the Trail Property to remove any barrier to the access provided under this Agreement and do such things as are reasonably necessary to protect and preserve the party's rights under this Agreement

5.02 Representations and Warranties. The Grantor warrants to TLPG that to the actual knowledge of Grantor, without investigation:

- (a) The Trail Property is not encumbered by (i) lien of any mortgage or deed of trust (a **"Mortgage Lien"**), (ii) or any mechanics or materialman's lien (a **"Mechanics & Materialman's Lien"**), or if there is either a Mortgage Lien or Mechanics & Materialman's Lien on the Trail Property by or through Grantor as of the Agreement Date, Grantor will cause it to be removed or subordinated to this Agreement on the same date that this Agreement is recorded in the Office of the Register of Deeds Lancaster County.
- (b) Except as previously disclosed to TLPG, Grantor has received no written notice that the Trail Property is in violation of any Applicable Law; and
- (c) There is not pending or threatened litigation against or by Grantor in any way affecting, involving or relating to the Trail Property.

Except as expressly provided above in this Section 5.02, TLPG acknowledges that Grantor makes no representation or warranty as to the condition of the Trail Property or its suitability for the Trail and/or Trail Facilities. TLPG, and its permitted assigns, (i) shall use the Trail Property in its AS-IS condition and (ii) assume all risk of use of the Trail Property, the Trail, and/or the Trail Facilities.

5.03 Right of Inspection. TLPG and Grantor shall each have the right to inspect the Trail Property for purposes of enforcement of the covenants under this Agreement and to monitor the operation, maintenance, and use of the Trail.

5.04 Immunity under Applicable Law. Nothing in this Agreement limits the ability of Grantor and TLPG to avail themselves of the protections offered by any applicable law affording immunity to Grantor and TLPG including, to the extent applicable, the recreational use statute, S.C. Code Ann. §27-3-10 et seq. (**"Recreational Use Statute"**) (as may be amended from time to time). If the Recreational Use Statute is repealed or amended in such a manner as to reduce or eliminate the liability protection afforded to Grantor there under, Grantor shall have the right to require TLPG to procure supplemental liability insurance (in addition to the liability insurance described in Section 5.08 of this Agreement), at TLPG's sole cost, with commercially reasonable amounts and coverages, as determined by Grantor in its reasonable opinion.

5.05 Public Enters at Own Risk Use of any portion of the Property by members of the general public is at their own risk. Notwithstanding any provision herein to the contrary, by entering into this Agreement, Grantor does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Trail Property; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. TLPG shall inspect the Trail Facilities on a regular basis. TLPG shall maintain and promptly repair damaged Trail Facilities as needed, at TLPG's sole cost, in compliance with all

Applicable Law.

5.06 Costs and Expenses . Grantor shall have no responsibility for maintenance of the Trail Facilities except for such repairs or maintenance that results from the negligence or intentional misconduct of Grantor or Grantor's agents, employees, contractors, or representatives, in which event, Grantor will promptly reimburse TLPG for such reasonable expenses or costs within ten (10) business days after TLPG shall submit an invoice for such work expense.

5.07 Covenant Against Liens TLPG shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of TLPG which, if not paid or discharged, would result in a lien on the Trail Property. This **Section 5.07** shall survive the termination of this Agreement.

5.08 Insurance; Indemnity. TLPG shall indemnify, defend and hold harmless Grantor and its affiliates, directors, shareholders, members, managers, officers, employees, contractors, agents, heirs, successors and assigns, as applicable (collectively, the "**Indemnified Persons**"), from and against any loss, liability, damage, costs, expenses (including, without limitation, reasonable attorneys' fees), injury or claim of any kind to any person (including death) or property incurred by one or more of the Indemnified Persons and arising from or caused by (i) TLPG's, or its contractors', employees', agents', licensees' or invitees' (each, an "**Indemnifying Party**"), use of the Trail or Trail Facilities, or exercise of the Indemnifying Party's rights or obligations under this Agreement, (ii) the Indemnifying Party's breach of or failure to perform its obligations under this Agreement, and/or (iii) the Indemnifying Party's violation of this Agreement or any Applicable Law. Prior to entering the Trail Property for any purpose under this Agreement, and at all times while this Agreement is in effect, TLPG shall (a) obtain and maintain, at its sole cost, general liability insurance with maximum limits of Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate on account of bodily injury, including death, and property damage, in or about the Trail Property (the "**Liability Policy**"), with Grantor and the Indemnified Persons named as additional insureds, and (b) deliver a certificate of insurance and endorsement (the "**COI**") to Grantor confirming that Grantor and the Indemnified Persons have been named as additional insureds. At any other time within 15 days of Grantor's written request, TLPG shall provide to Grantor a certificate of insurance substantively similar to the COI confirming that the Liability Policy remains in effect. This **Section 5.08** shall survive the termination of this Agreement until such time as the applicable statute of limitations has expired for any claims that may arise under this Agreement.

ARTICLE VI Miscellaneous

6.01 Assignment. This Agreement may be assigned by TLPG only to a governmental entity or agency or another non-profit corporation whose mission includes creation and/or operation of trails or greenways without the prior consent of Grantor. Upon any assignment hereto by TLPG, all references herein to TLPG shall thereafter mean the assignee. Otherwise, this Agreement creates an easement in gross and is assignable only with Grantor's prior written consent.

6.02 Binding Agreement. This Agreement is a servitude running with the land binding upon the Grantor and, upon recordation in the Public Records, any subsequent owner of the Trail Property or any portion of the Trail Property is bound by its terms whether or not the owner had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. Subject to such limitations (if any) on TLPG's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Grantor and TLPG and their respective personal representatives, successors and assigns.

6.03 Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of South Carolina.

6.04 Definition and Interpretation of Capitalized and Other Terms. The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (a) **"Grantor"** means each owner of all or any portion of the Trail Property for so long as that owner owns all or any portion of the Trail Property.
- (b) **"Person"** means an individual, organization, trust, or other entity.
- (c) **"Public Records"** means the public records of the Office of the Register of Deeds for Lancaster County, South Carolina.
- (d) **"Including"** means "including, without limitation".
- (e) **"May"** is permissive and implies no obligation; "must" or "shall" are obligatory.

6.05 Incorporation by Reference. Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

6.06 Amendments; Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by a party from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for the other party. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

6.07 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

6.08 Recordation. TLPG shall record this instrument in the Public Records, and may re-record it at any time as may be required to preserve its rights in this Agreement.

6.09 Successors. Subject to the terms of **Section 6.01**, the covenants, terms, conditions and

restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Trail Property.

6.10 Counterparts. This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

6.11 Entire Agreement. This is the entire agreement of Grantor and TLPG pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, TLPG, and others pertaining to the transaction set forth in this Agreement.

6.12 Notices. Any notice contemplated by this Agreement must be in writing, addressed as set forth below and shall be either (a) sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two (2) business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by facsimile or e-mail in which case the notice shall be deemed delivered upon confirmed transmission of such notice; provided that no later than the next business day after the facsimile or e-mail is sent, a hard copy of the facsimile or e-mail transmission is also sent in the manner set forth in (a), (b) or (d) of this Section; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Either party may change its address by giving the other party five (5) days advance notice of such change.

If to Grantor, to: City of Lancaster
 P. O. Box 1149
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 216 S. Catawba Street
 Lancaster, SC 29720)

If to TLPG, to: The Lindsay Pettus Greenway, Inc.
 P. O. Box 1776
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 Sherri C. Gregory, Executive Director
 805 Blenheim Court
 Lancaster, SC 29720)

TO HAVE AND TO HOLD the aforesaid easement, with all the rights, privileges and appurtenances thereunto appertaining unto TLPG, its successors and assigns forever, subject to the terms of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and TLPG by their respective duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

CITY OF LANCASTER

By: _____
 Name: T. Alston DeVenny
 Title: Mayor

Signed, sealed and delivered
 in the presence of:

 Witness

 Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

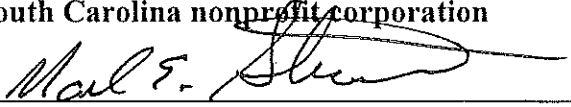
I, the undersigned Notary Public for the County and State aforesaid, certify that the above named Grantor by T. Alston DeVenny, its Mayor, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of the Grantor.

WITNESS my hand and notarial seal this _____ day of _____, 2022.

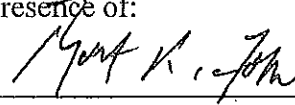
 Notary Public
 My commission expires: _____

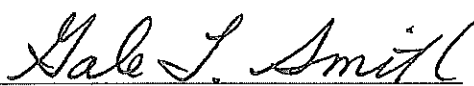
TLPG:

THE LINDSAY PETTUS GREENWAY, INC.,
a South Carolina nonprofit corporation

By: 
Name: Mark E. Strickland
Title: President

Signed, sealed and delivered
in the presence of:


Witness

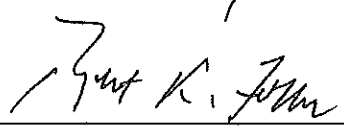

Witness

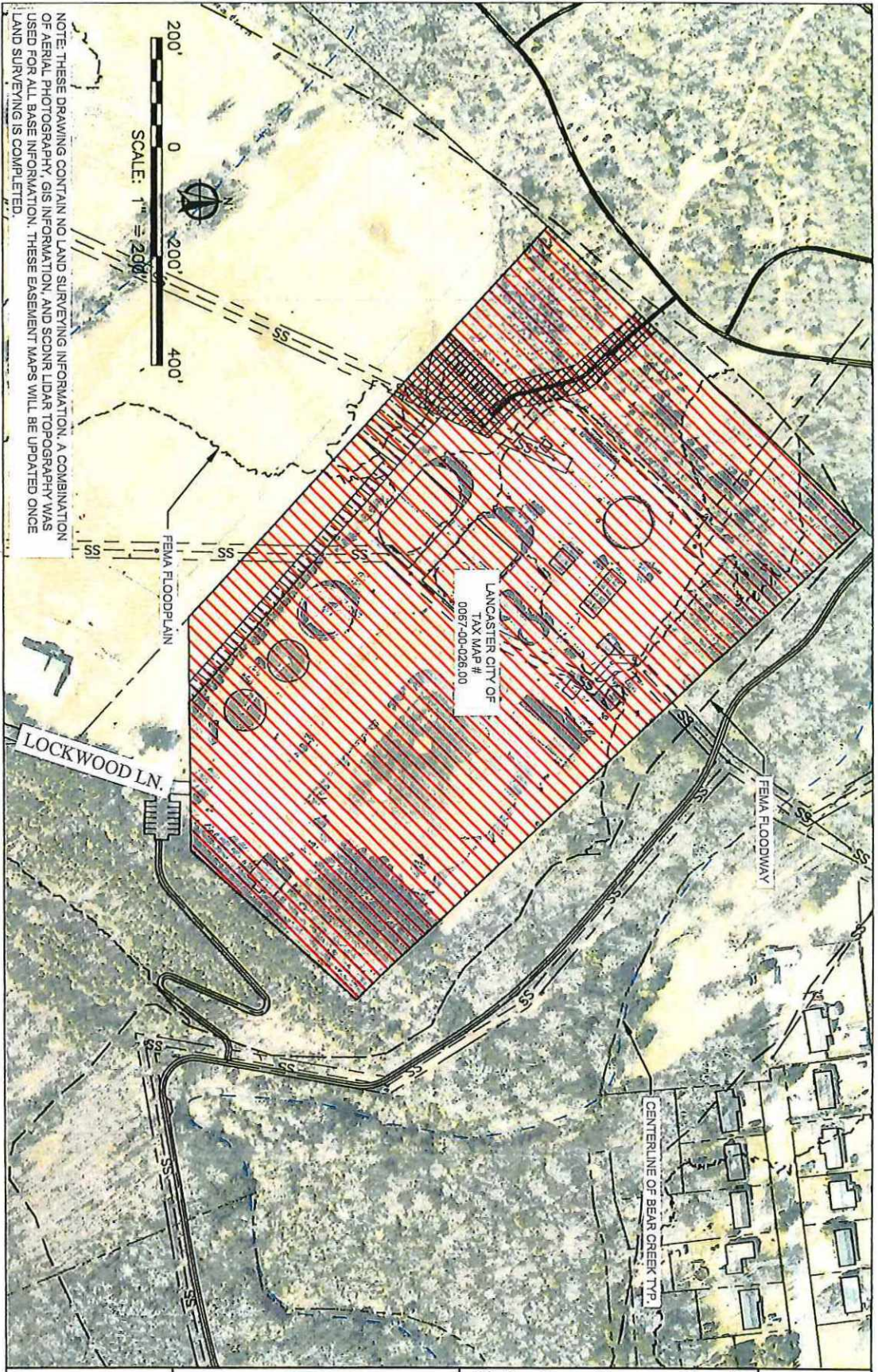
STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named **THE LINDSAY PETTUS GREENWAY, INC.** by Mark E. Strickland, its President, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of **THE LINDSAY PETTUS GREENWAY, INC.**.

WITNESS my hand and notarial seal this 27th day of July, 2022.


Notary Public
My commission expires: 3/15/31

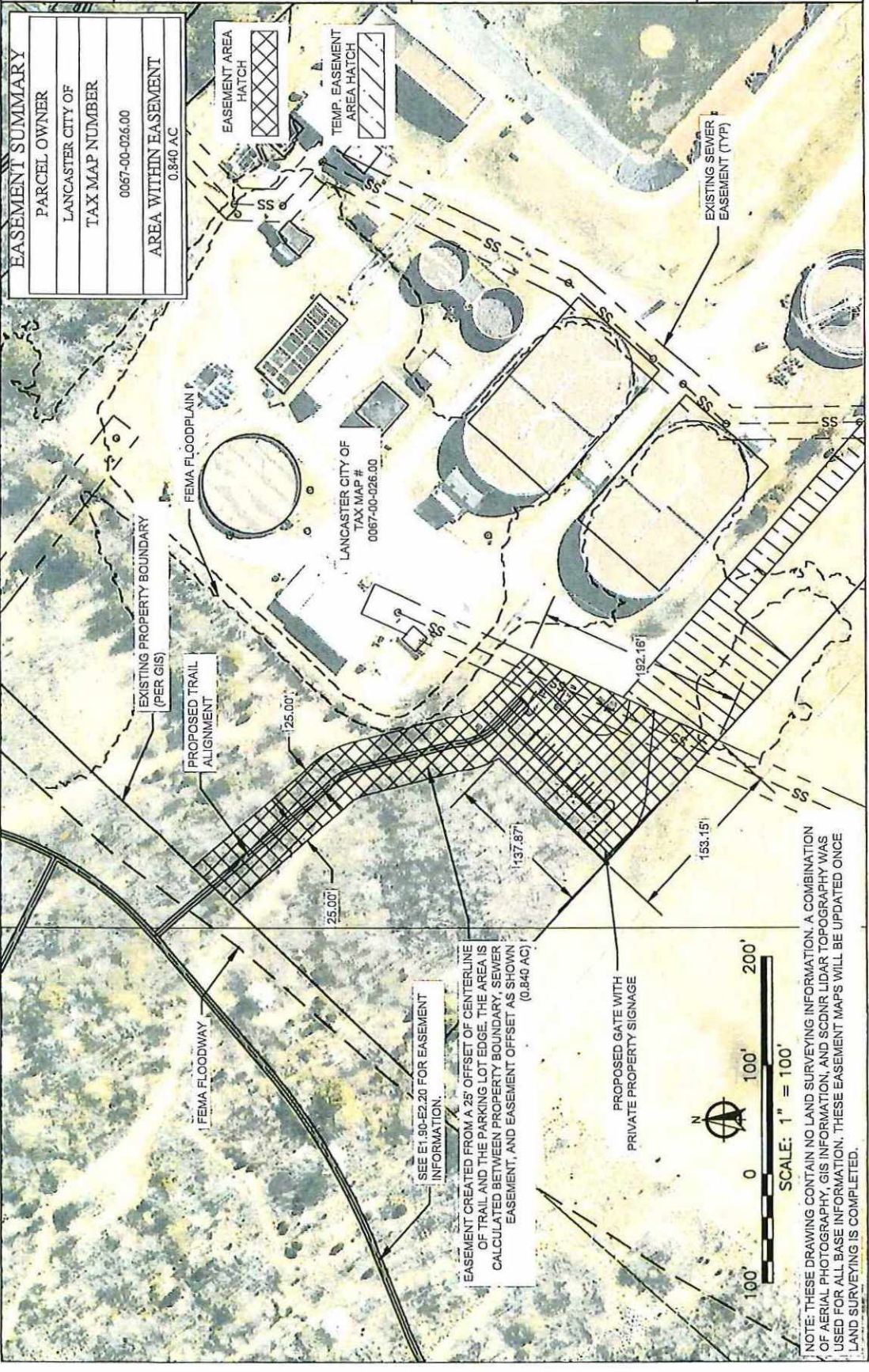


SCALE: AS SHOWN
 CHECKED BY: CEB
 DRAWN BY: SDG
 DATE: 06/24/2020

Keck+Wood
 COLLABORATION BY DESIGN
 300 TECHNOLOGY CENTERWAY, SUITE 400
 ROCK HILL, SC 29733
 (803) 620-1300 keckwood.com

Lindsay Pettus Greenway Phase II
 Lancaster, SC
 EASEMENT MAP ENLARGEMENT EXHIBIT
 JOB NUMBER: 196770

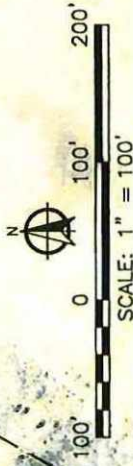
EXHIBIT NO.
E.3.10



EASEMENT SUMMARY			
PARCEL OWNER	LANCASTER CITY OF		
TAX MAP NUMBER	0067-00-026.00		
AREA WITHIN EASEMENT	0.840 AC		

EASEMENT CREATED FROM A 25' OFFSET OF CENTERLINE OF TRAIL AND THE PARKING LOT EDGE. THE AREA IS CALCULATED BETWEEN PROPERTY BOUNDARY, SEWER EASEMENT, AND EASEMENT OFFSET AS SHOWN (0.840 AC)

SEE E1-90-E2-20 FOR EASEMENT INFORMATION.



NOTE: THESE DRAWING CONTAIN NO LAND SURVEYING INFORMATION. A COMBINATION OF AERIAL PHOTOGRAPHY, GIS INFORMATION, AND SCANDR LIDAR TOPOGRAPHY WAS USED FOR ALL BASE INFORMATION. THESE EASEMENT MAPS WILL BE UPDATED ONCE LAND SURVEYING IS COMPLETED.

SCALE:	AS SHOWN
CHECKED BY:	CEB
DRAWN BY:	SDG
DATE:	06/24/2020

Keck+Wood
COLLABORATION BY DESIGN
200 TECHNOLOGY CENTER WAY, SUITE 400
ROCK HILL, SC 29733
(803) 620-1500
keck-wood.com

JOB NUMBER:	196770
EASEMENT MAP ENLARGEMENT EXHIBIT	
Lancaster, SC	
Lindsay Petrus Greenway Phase II	

EXHIBIT NO.
E.3.11

ORDINANCE 022-13**AN ORDINANCE AMENDING THE CITY OF LANCASTER OPERATING BUDGET FOR
FISCAL YEAR 2021-2022**

BE IT ORDAINED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled as follows:

Section 1: The City of Lancaster Operating Budget for Fiscal Year 2021-2022 is hereby amended pursuant to the attached Budget Amendment Form.

DONE IN MEETING ASSEMBLED on the 27th day of September 2022, effective as of September 27, 2022 for the fiscal year ending June 30, 2022.

Yeas _____ Nays _____

Requested by:
Finance Director

T. Alston DeVenny, Mayor

Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, City Clerk

First Reading: September 13, 2022
Second Reading: _____

SUMMARY

Account Type	Fund	YTD Budget	End of Year Amendments	Final Budget	Reconcile
Revenue	100 General Fund	13,505,172	43,400	13,548,572	Total - Prior: 32,569,539
Revenue	110 Hospitality Tax Fund	1,239,401	0	1,239,401	Total - Amended: 32,612,939
Revenue	115 E911 Fund	41,600	0	41,600	Total - Change: 43,400
Revenue	200 Gross Rev Fund	14,691,725	0	14,691,725	GF Rev to Exp Diff: Balanced
Revenue	210 Solid Waste Fund	3,091,641	0	3,091,641	HT Rev to Exp Diff: Balanced
Expense	100 General Fund	13,505,172	43,400	13,548,572	E911 Rev to Exp Diff: Balanced
Expense	110 Hospitality Tax Fund	1,239,401	0	1,239,401	GR Rev to Exp Diff: Balanced
Expense	115 E911 Fund	41,600	0	41,600	SW Rev to Exp Diff: Balanced
Expense	200 Gross Rev Fund	14,691,725	0	14,691,725	
Expense	210 Solid Waste Fund	3,091,641	0	3,091,641	

REVENUE

Account Type	Account No.	Account Name	YTD Budget	End of Year Amendments	Final Budget	Comment
Taxes	100 0100 41032	Court Fines	90,000	10,700	100,700	to reflect actual activity unless otherwise noted
Taxes	100 0100 41061	Accommodations Tax	65,000	32,700	97,700	Higher Fines Collected
						Higher Taxes Collected

EXPENDITURES/EXPENSES

Dept.	Account No.	Account Name	YTD Budget	End of Year Amendments	Final Budget	Comment
Council	100 0110 51001	Salaries Regular	65,000	(2,080)	62,920	to reflect actual activity unless otherwise noted
Council	100 0110 51004	Fica	4,973	(200)	4,773	Offset Increase in 0110-52010
Council	100 0110 51006	SC Retirement	11,414	(520)	10,894	Offset Increase in 0110-52021
Council	100 0110 52010	Travel & Training	8,850	2,080	10,930	Offset Increase in 0110-52021
Council	100 0110 52021	Unclassified Expense	3,200	720	3,920	Reflect actual costs
Admin	100 0120 51003	Overtime	1,000	640	1,640	Reflect actual costs
Admin	100 0120 51006	SC Retirement	32,873	(640)	32,233	Reflect actual costs
Admin	100 0120 52010	Travel And Training	5,050	(60)	4,990	Offset Increase in 0120-51003
Admin	100 0120 52011	Operation Motor Vehicles	900	60	960	Offset Increase in 0120-52011
Admin	100 0120 52020	Materials And Supplies	1,800	(110)	1,690	Reflect actual costs
Admin	100 0120 52021	Unclassified Expense	0	110	110	Offset Increase in 0120-52021
B&G Mtn	100 0121 51001	Salaries Regular	85,725	13,285	99,010	Reflect actual costs
B&G Mtn	100 0121 51003	Overtime	3,500	(480)	3,020	Reflect actual costs
B&G Mtn	100 0121 51004	Fica	6,826	450	7,276	Offset Increase in 0121-51004 & 51006
B&G Mtn	100 0121 51006	SC Retirement	15,668	30	15,698	Reflect actual costs
B&G Mtn	100 0121 52011	Operation Motor Vehicles	9,000	265	9,265	Reflect actual costs
B&G Mtn	100 0121 52017	Maint & Svc Contracts	146,891	8,070	154,961	Reflect actual costs
B&G Mtn	100 0121 52018	Special Contracts	20,000	(13,550)	6,450	Offset Increase in 0121-51001 & 52011
B&G Mtn	100 0121 52019	Repairs And Maintenance	4,250	(4,000)	250	Offset Increase in 0121-52017
B&G Mtn	100 0121 52020	Materials And Supplies	14,500	(4,070)	10,430	Offset Increase in 0121-52017
Hum Res	100 0122 51001	Salaries Regular	166,615	625	167,240	Reflect actual costs
Hum Res	100 0122 51002	Salaries Special	8,700	(625)	8,075	Offset Increase in 0122-51001
Hum Res	100 0122 52010	Travel And Training	4,450	(1,600)	2,850	Offset Increase in 0122-52011
Hum Res	100 0122 52011	Operation Motor Vehicles	2,000	1,600	3,600	Reflect actual costs
Finance	100 0130 51001	Salaries Regular	155,350	(16,890)	138,460	Offset Increase in 0130-51002, 0135-51001, & 0140-52018
Finance	100 0130 51002	Special Salaries	0	10,000	10,000	One time performance compensation payment
Finance	100 0130 52015	Printing And Advertising	2,500	1,000	3,500	Reflect actual costs
Finance	100 0130 52018	Special Contracts	11,960	(1,000)	10,960	Offset Increase in 0130-52018
Infor Tech	100 0135 51001	Salaries Regular	70,093	3,880	73,973	Reflect actual costs

CITY OF LANCASTER BUDGET AMENDMENT FORM: FISCAL YEAR 2021-2022

ORD : 022-13

Infor Tech	100	0135	51003	Overtime	3,000	335	3,335	Reflect actual costs
Infor Tech	100	0135	51006	SC Retirement	12,835	(335)	12,500	Offset Increase in 0135-51003
Infor Tech	100	0135	52010	Travel And Training	5,100	4,400	9,500	Reflect actual costs
Infor Tech	100	0135	52017	Maint. & Serv. Contracts	498,950	(31,890)	467,060	Offset Increase in 0135-52010, 52034, & 52046
Infor Tech	100	0135	52034	Data Processing	7,000	4,260	11,260	Reflect actual costs
Infor Tech	100	0135	52046	Non Capital IT	77,000	23,230	100,230	Reflect actual costs
Legal	100	0140	52018	Special Contracts	6,000	3,010	9,010	Reflect actual costs
Gen Exp	100	0150	51008	Insurance	656,200	(41,160)	615,040	Offset Increase in 0150-52013, 52014, & 52016, 52018, 52020, & 52021
Gen Exp	100	0150	52013	Electricity	23,000	3,440	26,440	Reflect actual costs
Gen Exp	100	0150	52014	Fuel for Heating/Water	35,000	5,895	40,895	Reflect actual costs
Gen Exp	100	0150	52016	Subscriptions And Dues	5,500	405	5,905	Reflect actual costs
Gen Exp	100	0150	52019	Repairs And Maintenance	59,750	27,230	86,980	Reflect actual costs
Gen Exp	100	0150	52020	Materials And Supplies	500	550	1,050	Reflect actual costs
Gen Exp	100	0150	52021	Unclassified Expense	800	140	940	Reflect actual costs
Gen Exp	100	0150	52025	Bank Charges	10,000	1,975	11,975	Reflect actual costs
Gen Exp	100	0150	52035	SCMIT & SMIRF	370,100	43,955	414,055	Reflect actual costs
SeeLanc	100	0162	52030	Spec Proj	15,000	32,700	47,700	Reflect actual costs
Police	100	0210	51001	Salaries	2,215,574	(118,515)	2,097,059	Offset Increase in 0150-52035, 0210-51002, 52003, 52011, & 52014
Police	100	0210	51002	Salaries Special	30,000	12,355	42,355	Reflect actual costs
Police	100	0210	51003	Overtime	140,000	17,850	157,850	Reflect actual costs
Police	100	0210	52011	Operation Motor Vehicles	127,000	42,970	169,970	Reflect actual costs
Police	100	0210	52014	Fuel for Heating/Water	1,000	1,385	2,385	Reflect actual costs
Vic Svcs	100	0211	51001	Salaries Regular	18,799	755	19,554	Reflect actual costs
Vic Svcs	100	0211	51004	Fica	1,438	10	1,448	Reflect actual costs
Vic Svcs	100	0211	52011	Operation Motor Vehicles	1,500	(765)	735	Offset Increase in 0211-51001 & 51004
Court	100	0220	51001	Salaries Regular	250,941	(6,575)	244,366	Offset Increase in 0220-52010, 52012, & 52020
Court	100	0220	52010	Travel And Training	1,500	6,130	7,630	Reflect actual costs
Court	100	0220	52012	Communications	2,000	365	2,365	Reflect actual costs
Court	100	0220	52020	Materials And Supplies	8,000	80	8,080	Reflect actual costs
Court	100	0220	52037	State Assessments	52,200	10,700	62,900	Reflect actual costs
Fire	100	0230	51001	Salaries Regular	1,406,784	29,600	1,436,384	Reflect actual costs
Fire	100	0230	52009	Clothing	34,360	(2,160)	32,200	Offset Increase in 0230-52010
Fire	100	0230	52010	Travel And Training	24,300	2,160	26,460	Reflect actual costs
Fire	100	0230	52011	Operation Motor Vehicles	45,000	9,520	54,520	Reflect actual costs
Fire	100	0230	52020	Materials And Supplies	40,350	(9,520)	30,830	Offset Increase in 0230-52011
Fire	100	0230	53035	Capital Expense	76,003	34,890	110,893	Reflect actual costs
Veh Maint	100	0330	52010	Travel And Training	2,000	(500)	1,500	Offset Increase in 0330-52011
Veh Maint	100	0330	52011	Operation Motor Vehicles	12,000	500	12,500	Reflect actual costs
Bldg Off	100	0410	52018	Special Contracts	50,000	(29,600)	20,400	Offset Increase in 0230-51001
Recreation	100	0510	52019	Repairs And Maintenance	60,000	(34,890)	25,110	Offset Increase in 0230-53035
Hosp Exp	110	1100	51008	Group Insurance	14,500	(2,455)	12,045	Offset Increase in 1135-51001 & 51004
Hosp Exp	110	1100	52013	Electricity	1,000	45	1,045	Reflect actual costs
Hosp Exp	110	1100	52017	Maint & Svc Contracts	1,240	17,090	18,330	Reflect actual costs
Hosp Exp	110	1100	52018	Special Contracts	135,500	(42,785)	92,715	Offset Increase in 1100-52013, 52017, 52019, & 52026
Hosp Exp	110	1100	52019	Repairs And Maintenance	38,000	23,935	61,935	Reflect actual costs
Hosp Exp	110	1100	52026	Credit/Debit Charges	0	1,715	1,715	Reflect actual costs
HT-IT	110	1135	51001	Salaries Regular	30,146	2,395	32,541	Reflect actual costs
HT-IT	110	1135	51004	FICA	2,383	60	2,443	Reflect actual costs
HT- SL	110	1162	52016	Subscriptions and Dues	300	140	440	Reflect actual costs
HT- SL	110	1162	52018	Special Contracts	2,500	(140)	2,360	Offset Increase in 1135-52018

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Event Mgmt	110	1163	51001	Salaries Regular	47,109	(1,900)	45,209	Offset Increase in 1163-51002
Event Mgmt	110	1163	51002	City Events Staff	20,000	1,900	21,900	Reflect actual costs
PW Adm	200	1201	51001	Salaries Regular	171,056	1,245	172,301	Reflect actual costs
PW Adm	200	1201	51006	SC Retirement	30,213	(1,245)	28,968	Offset Increase in 1201-51001
PW Adm	200	1201	52011	Operation Motor Vehicles	2,200	405	2,605	Reflect actual costs
PW Adm	200	1201	52012	Communications	10,000	4,325	14,325	Reflect actual costs
PW Adm	200	1201	52013	Electricity	72,500	(5,075)	67,425	Offset Increase in 1201-52011, 52012, 52016, & 52021
PW Adm	200	1201	52016	Subscriptions And Dues	2,855	10	2,865	Reflect actual costs
PW Adm	200	1201	52021	Unclassified Expense	500	335	835	Reflect actual costs
Water Srv	200	1220	51001	Salaries Regular	381,236	(37,240)	343,996	Offset Increase in 1220-51003, 52011, 52017, & 52026
Water Srv	200	1220	51003	Overtime	15,000	2,720	17,720	Reflect actual costs
Water Srv	200	1220	52011	Operation Motor Vehicles	53,400	11,720	65,120	Reflect actual costs
Water Srv	200	1220	52017	Maint & Svc Contracts	93,500	200	93,700	Reflect actual costs
Water Srv	200	1220	52026	WS District Payments	707,153	22,600	729,753	Reflect actual costs
Grnd Maint	200	1221	51001	Salaries Regular	32,127	115	32,242	Reflect actual costs
Grnd Maint	200	1221	51003	Overtime	1,750	(115)	1,635	Offset Increase in 1230-51001
Veh Maint	200	1230	51001	Salaries Regular	51,297	(670)	50,627	Offset Increase in 1230-51003
Veh Maint	200	1230	51003	Overtime	2,000	670	2,670	Reflect actual costs
Info Tech	200	1235	51001	Salaries Regular	73,237	3,200	76,437	Reflect actual costs
Info Tech	200	1235	52009	Clothing	350	30	380	Reflect actual costs
Info Tech	200	1235	52017	Maint. & Serv. Contracts	258,000	(3,230)	254,770	Offset Increase in 1235-52009 & 52017
Util Blng	200	1240	51001	Salaries Regular	141,626	4,080	145,706	Reflect actual costs
Util Blng	200	1240	51003	Overtime	4,500	875	5,375	Reflect actual costs
Util Blng	200	1240	52018	Special Contracts	45,800	(4,955)	40,845	Offset Increase in 1240-51001 & 51003
WW Trt	200	1250	52013	Electricity	235,000	21,880	256,880	Reflect actual costs
WW Trt	200	1250	52018	Special Contracts	99,000	54,670	153,670	Reflect actual costs
WW Trt	200	1250	52019	Repairs And Maintenance	128,100	(20,000)	108,100	Offset Increase in 1250-52018
WW Trt	200	1250	52029	Solids Disposal	215,930	(10,500)	205,430	Offset Increase in 1250-53035
WW Trt	200	1250	52039	Lab Supplies	200,880	(34,670)	166,210	Offset Increase in 1250-52018
WW Trt	200	1250	53035	Capital Expense	210,000	10,500	220,500	Reflect actual costs
Lift Sta Mtn	200	1252	52013	Electricity	26,000	3,090	29,090	Reflect actual costs
WW Coll	200	1260	51001	Salaries Regular	401,848	(30,740)	371,108	Offset Increase in 1250-52013, 1252-52013, 1260-51003, & 52015
WW Coll	200	1260	51003	Overtime	20,000	5,570	25,570	Reflect actual costs
WW Coll	200	1260	52015	Printing And Advertising	200	200	400	Reflect actual costs
WW Coll	200	1260	53037	Utility Line Rep/Repl	70,000	(25,825)	44,175	Offset Increase in 1291-52018
Gen GR	200	1270	52017	Maint. & Serv. Contract	41,400	(21,800)	19,600	Offset Increase in 1270-52017, 52026, & 52035
Gen GR	200	1270	52021	Unclassified Expense	0	90	90	Reflect actual costs
Gen GR	200	1270	52026	Credit/Debit Charges	98,500	8,010	106,510	Reflect actual costs
Gen GR	200	1270	52035	SCMIT & SMIRF	253,500	13,700	267,200	Reflect actual costs
GR Proj	200	1291	52018	Special Contracts	50,000	25,825	75,825	Reflect actual costs
Gen SW	210	3000	51008	Insurance	150,000	(3,420)	146,580	Offset Increase in 3000-52017 & 52026
Gen SW	210	3000	52017	Maint. & Serv. Contract	1,000	415	1,415	Reflect actual costs
Gen SW	210	3000	52026	Credit/Debit Charges	11,500	3,005	14,505	Reflect actual costs
SW Admin	210	3001	51001	Salaries Regular	128,931	(2,665)	126,266	Offset Increase in 3001-53035
SW Admin	210	3001	52011	Operation of Motor Vehicles	4,000	(1,770)	2,230	Offset Increase in 3001-52013 & 52017
SW Admin	210	3001	52013	Electricity	20,000	1,465	21,465	Reflect actual costs
SW Admin	210	3001	52017	Maint & Svc Contracts	700	305	1,005	Reflect actual costs
SW Admin	210	3001	53035	Capital Expense	3,000	2,665	5,665	Reflect actual costs
Info Tech	210	3035	51001	Salaries Regular	30,146	2,395	32,541	Reflect actual costs
Info Tech	210	3035	51004	FICA	2,383	55	2,438	Reflect actual costs

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Info Tech	210	3035	52017	Maint. & Serv. Contracts	37,500	3,920	41,420	Reflect actual costs
Info Tech	210	3035	52046	Non-Capital IT	18,000	(6,370)	11,630	Offset Increase in 3100-51001, 51004, & 52017
Res Garb	210	3100	52009	Clothing	2,500	1,610	4,110	Reflect actual costs
Res Garb	210	3100	52011	Operation Motor Vehicles	123,000	(40,000)	83,000	Offset Increase in 3300-52011
Com Garb	210	3200	51001	Salaries Regular	35,667	(7,926)	27,741	Offset Increase in 3300-51001, 51003, 51004, & 51006
Com Garb	210	3200	52018	Special Contracts	428,000	(27,180)	400,820	Offset Increase in 3300-52011
Tran Sta	210	3300	51001	Salaries Regular	375,122	4,690	379,812	Reflect actual costs
Tran Sta	210	3300	51003	Overtime	48,500	2,265	50,765	Reflect actual costs
Tran Sta	210	3300	51004	Fica	30,227	970	31,197	Reflect actual costs
Tran Sta	210	3300	51006	SC Retirement	69,383	1	69,384	Reflect actual costs
Tran Sta	210	3300	52011	Operation Motor Vehicles	257,500	67,180	324,680	Reflect actual costs
Veh Maint	210	3330	51002	Salaries Regular	101,844	(1,215)	100,629	Offset Increase in 3330-51003
Veh Maint	210	3330	51003	Overtime	4,000	1,215	5,215	Reflect actual costs