

**SPECIAL MEETING/WORKSHOP OF CITY COUNCIL
AUGUST 28, 2014 – 4:00 PM
COUNCIL CHAMBERS
GEORGETOWN, SC**



Notice of this meeting has been made in accordance with the 1976 Code of Laws of South Carolina
Freedom of Information Act.

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
- 3. WALSH-KROWKA ARCHITECTS DISCUSS AND RECEIVE FEEDBACK FOR CONCEPTUAL DESIGN OF BROAD STREET IMPROVEMENTS**
- 4. DISCUSS VENDOR ORDINANCE**
- 5. PROPOSED REVISIONS TO THE PRETREATMENT ORDINANCE**
- 6. ORDINANCE**
 - A. Motion to approve second reading of an ordinance to vacate the Memorial Drive right-of-way in accordance with approved road conveyance and acceptance agreement with Georgetown Memorial Hospital, and to close the abandoned street.**

Attachments:

a	Ordinance to Vacate Right of Way	(PDF)
b	Road Conveyance and Acceptance Agreement Signed	(PDF)
c	GMHMemorialLane pdf map 8-6-14	(PDF)
d	Memorial Drive Quitclaim	(PDF)
e	Public Notice	(PDF)
- 7. EXECUTIVE SESSION**
 - A. Motion to enter Executive Session to discuss board appointments to the Architectural Review Board and proposed litigation.**
 - B. Motion to adjourn Executive Session and reopen Special Meeting/Workshop.**
- 8. NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION**
- 9. APPOINTMENTS**
 - 1. Motion to appoint members to the Architectural Review Board.**
- 10. ADJOURNMENT**
 - A. Motion to adjourn Special Meeting/Workshop.**



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ORDINANCE

DOC ID: 1673

Council Meeting Date:	28 August 2014
Department:	Public Services
Issue Under Consideration:	Motion to approve an ordinance to vacate the Memorial Drive right-of-way in accordance with approved road conveyance and acceptance agreement with Georgetown Memorial Hospital, and to close the abandoned street
Amount Requested:	NONE
Is Item in Current Budget?	N/A
If no, please explain:	
Financial Impact:	NONE
Points to Consider:	Meeting with local service provides and EMS to ensure uninterrupted access to facility.
Options:	Approve or Reject
Staff Recommendations:	Approval

Reviews:

Jonathan Heald Completed 08/12/2014 12:45 PM
 Chris Carter Completed 08/13/2014 8:53 AM
 Elise Crosby Completed 08/13/2014 10:25 AM
 Ann U. Mercer Completed 08/13/2014 10:27 AM
 Georgetown City Council Completed 08/22/2014 9:22 AM

Attachments:

1. Ordinance to Vacate Right of Way (PDF)
2. Road Conveyance and Acceptance Agreement Signed (PDF)
3. GMHMemorialLane pdf map 8-6-14 (PDF)
4. Memorial Drive Quitclaim (PDF)
5. Public Notice (PDF)

MOTION TO APPROVE AN ORDINANCE TO VACATE THE MEMORIAL DRIVE RIGHT-OF-WAY IN ACCORDANCE WITH APPROVED ROAD CONVEYANCE AND ACCEPTANCE AGREEMENT WITH GEORGETOWN MEMORIAL HOSPITAL, AND TO CLOSE THE ABANDONED STREET

**AN ORDINANCE TO VACATE RIGHT-OF-WAY IN ACCORDANCE WITH APPROVED ROAD
CONVEYANCE AND ACCEPTANCE AGREEMENT WITH GEORGETOWN MEMORIAL
HOSPITAL, AND TO CLOSE ABANDONED STREET**

- WHEREAS,** Section 2-41(a)(4) of the Code of Ordinances of the City of Georgetown provides the City Council shall act by ordinance to grant rights in public streets or public property, and close abandoned streets; and
- WHEREAS,** Georgetown Memorial Hospital is located in the city of Georgetown and is undergoing an expansion project to serve the Georgetown community; and
- WHEREAS,** the City Council of the City of Georgetown wishes to facilitate this project so long as its conditions are met and it does not have a negative financial impact on the citizens; and
- WHEREAS,** As authorized by ordinance of the City Council of the City of Georgetown, on March 20, 2014, the City entered into a "Road Conveyance and Acceptance Agreement / Memorandum of Understanding Regarding Memorial Drive" with Georgetown Memorial Hospital; and
- WHEREAS,** By Quitclaim deed June 17, 2014, the South Carolina Department of Transportation deeded its Right of Way in Memorial Drive to the City; and
- WHEREAS,** Georgetown Memorial Hospital petitioned the circuit court for a road closing pursuant to Section 57-9-10 of the SC Code of Laws; and
- WHEREAS,** Notice compliant with Sec. 2-44, Code of Ordinances for the City of Georgetown, was timely published prior to the public meeting introducing this ordinance;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, South Carolina, that road known as Memorial Drive, referenced in Agreement attached hereto as **Exhibit A** and the Quitclaim Deed attached hereto as **Exhibit B** is hereby vacated by the City of Georgetown. The Mayor of the City of Georgetown is authorized to execute such documents necessary to effect this transfer of interest to Georgetown Memorial Hospital.

FURTHERMORE, the City Council of the City of Georgetown authorizes its City Attorney to proceed without objection to the action for road closing filed in circuit court by Georgetown Memorial Hospital and consent to an Order for Reference of same.

ATTEST:

Ann U. Mercer, City Clerk

Jack M. Scoville, Jr., Mayor

Attachment: Ordinance to Vacate Right of Way (1673 : Vacate Memorial Drive Right of Way)

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN) ROAD CONVEYANCE AND
) ACCEPTANCE AGREEMENT

Memorandum of Understanding Regarding Memorial Drive

This Road Conveyance and Acceptance Agreement is entered into to be effective as of the 20 day of March, 2014 by and between the **City of Georgetown, South Carolina, a body politic ("City")** and **Georgetown Memorial Hospital, a South Carolina non-profit corporation ("Hospital")**.

WHEREAS, the Hospital is in the process of extensive renovations of its Black River campus located on Black River Road in Georgetown, South Carolina, and such renovations necessitate the partial closing of public rights-of-way known as Memorial Drive (the "ROW") as shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the ROW burdening the property is currently held by SCDOT (defined herein), and SCDOT may be willing to abandon said ROW and convey said ROW to the City, but not to Hospital directly; and

WHEREAS, the City is agreeable to conveying said ROW to the Hospital upon certain terms and conditions as are more particularly set forth herein; and

WHEREAS, all parties agree and acknowledge that the economic benefit to the City of Georgetown and the health and wellness benefit to the City of Georgetown and the County of Georgetown as a whole necessitate this road conveyance.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS for and consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do agree as follows:

1. Conveyance by South Carolina Department of Transportation. The parties agree that as of the date of this Agreement, that the ROW is owned and maintained by the South Carolina Department of Transportation ("SCDOT"). As a condition precedent of this Agreement, prior to any of the other agreements set forth herein being enforceable or applicable, the City will utilize its good faith best-efforts to acquire title to the ROW from SCDOT.
2. Easements for Utilities. The Hospital agrees that it will, at its expense, have surveyed and located all current utilities, including those provided by the City and those provided by third parties, and that the Hospital will prepare, at its expense, the requisite easement documents to provide for the City's water, sewer and other utility easements. The parties understand and agree that the City will reserve utility easement(s) for existing, and reservation for future, underground utilities (see no. 4, *infra*.) If any existing City utilities require relocation based on Hospital use and or development of its property and or future use or development of its property, Hospital will bear all expense associated with such relocations and will cause such relocation to be undertaken with City approval and supervision.
3. Mutual Cooperation. Each party agrees to use its good-faith best efforts to complete this transaction.
4. Future Utilities. As a component part of this Agreement, the City will provide information to Hospital about locations for future utilities, and, the Hospital will provide rights-of-way for said future utilities or expansion of existing utilities, upon being provided with the location(s) for same. Hospital

acknowledges and agrees it shall bear the costs of platting and surveying any such future utility easements the City requests in the ROW.

5. Road Closing. The Hospital agrees that, within 30 (thirty) days of receiving notice of the transfer of ROW from SCDOT to the City, Hospital will:
 - (a) Formally request the City vacate the ROW and transfer its interests in same to Hospital; and
 - (b) initiate proceedings in circuit court to close the road(s) including publication compliant with §57-9-10 SC Code, and Art. I § 2-44, City of Georgetown Code of Ordinances; and
 - (c) City agrees that it will place the ROW matter on the Council agenda referenced in the publication notice and not oppose the road closing action commenced by Hospital.

6. Indemnification & Liability.
 - (a) During the up-to-30 (thirty) day period and continuing through to the transfer of the ROW and formal road closing, Hospital agrees to carry a general liability policy with limits of \$1,000,000 per occurrence, and agrees to indemnify and hold harmless the City, its subsidiaries, affiliates, officers, directors, agents, servants, employees and assigns from and against any and all loss, liability, claims damage or expenses, including attorney fees, arising out of the negligence or intentional acts/omissions of the indemnifying party, its contractors, or agents, or for any other incident on the premises of the ROW/ road proposed to be closed.
 - (b) Furthermore, the parties acknowledge that while the roads/portions of roads covered in this agreement are bounded by Hospital property and are not adjacent to third party property owners, the remaining public portion of Huger Street expressly not included in this Agreement abuts neighboring property owner(s), extends into a residential neighborhood, and is privately gated at the Hospital's property as of the date of execution of this Agreement. In the event any third

party makes a claim against the City related to Huger Street, this Agreement, or property rights related to this Agreement, the City shall give notice of such claim to the Hospital. Not limited by the 30-day period if section 6(a), the Hospital shall indemnify the City up to the amount of any deductible for the liability policy insuring the City as to any such third party.

(c) In the event the City or SCDOT requests in writing for the Hospital to remove the existing gates on Huger Street that prevent the free-flow of public traffic across Huger Street, Hospital will remove said gates within thirty (30) business days of such request.

The indemnifying party's obligation to indemnify and hold harmless the indemnity is conditioned upon the indemnifying party receiving timely notice of any claim as such claim becomes known to the City.

7. Obligations of City. Upon execution hereof, the City agrees to commence negotiations with SCDOT for the conveyance of the ROW to City. The City agrees to initiate said negotiations within thirty (30) days of the execution hereof and diligently pursue those negotiations. The parties acknowledge the City cannot bind the DOT into making the conveyance by this Agreement. Hospital expressly acknowledges that any affirmative duty the DOT assigns to the City in relation to the conveyance of Memorial Lane shall be borne by Hospital. The City further agrees to place the ROW matter on the Council agenda on the date referenced in the published notices.

8. Term. The parties agree the term of this Agreement shall be twelve (12) months from the date hereof with the understanding and agreement that if the negotiations are not completed and said conveyance is not complete from SCDOT to the City and from the City to Hospital that the parties will mutually continue to work to complete said transaction.
9. Notices. Any notices which may be permitted or required hereunder shall be in writing, shall be effected by hand delivery, overnight courier service (such as Federal Express), by facsimile or by U.S. Mail and shall be deemed to have been duly given as of the date and time the same are received if delivered by hand or, if mailed, as of the date and time the same are deposited with the United States Postal Service, postage prepaid to be mailed by registered or certified United States mail, return receipt requested, and addressed to City as follows:

City of Georgetown
P.O. Box 939
Georgetown, SC 29442
Attn: Jack Scoville, Mayor
Facsimile No.: 843-545-4006

with a copy to:

Elise F. Crosby, Esq.
Crosby Law Firm, LLC
405 Dozier Street
Georgetown, SC 29440
Telephone No.: 843-546-3103
Facsimile No.: 843-546-0747

and to Hospital at the following address:

Georgetown Memorial Hospital
Post Office Box 1718
Georgetown, SC 29442
Attn: Bruce Bailey
Telephone No.: 843-527-7000

With a copy to:

Oxner & Stacy, P.A.
90 Wall Street, Unit B
Pawleys Island, SC 29585
Attn: Daniel W. Stacy, Jr., Esq.
Telephone No.: 843-235-6747
Facsimile No.: 843-235-6650

or to such other address as City or Hospital shall from time to time designate to the other parties by notice in writing as herein provided.

10. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by all parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors and assigns. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of South Carolina. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender,

shall include all genders, the singular shall include the plural and vice versa. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City and Hospital do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement.

11. Recording. Promptly upon demand from City or Hospital, City and Hospital shall execute and deliver an abbreviated version or memorandum of this Agreement, in recordable form for recording in the deed records of Georgetown County, South Carolina. Such abbreviated agreement or memorandum shall disclose the parties, describe the ROW, state the anticipated transfer, and incorporate this Agreement by reference but without the attachment of a copy of this Agreement to such abbreviated agreement or memorandum. In the event of termination of this Agreement as set forth herein, either party shall have the right to execute and to record a termination of such abbreviated agreement or memorandum, and each party appoints the other as said party's true and lawful attorney-in-fact to execute such termination of abbreviated agreement or memorandum on behalf of such party in the event of termination of this Agreement.

Hospital agrees to be responsible for preparation and recording of all such documents necessary to the vacation and/or transfer of the ROW.

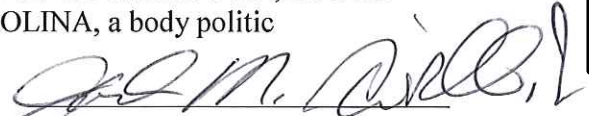
12. City's Cooperation. Hospital and City acknowledge and agree that Hospital desires to develop, construct, operate and maintain the Property as a hospital facility. City covenants and agrees to cooperate with Hospital in Hospital's

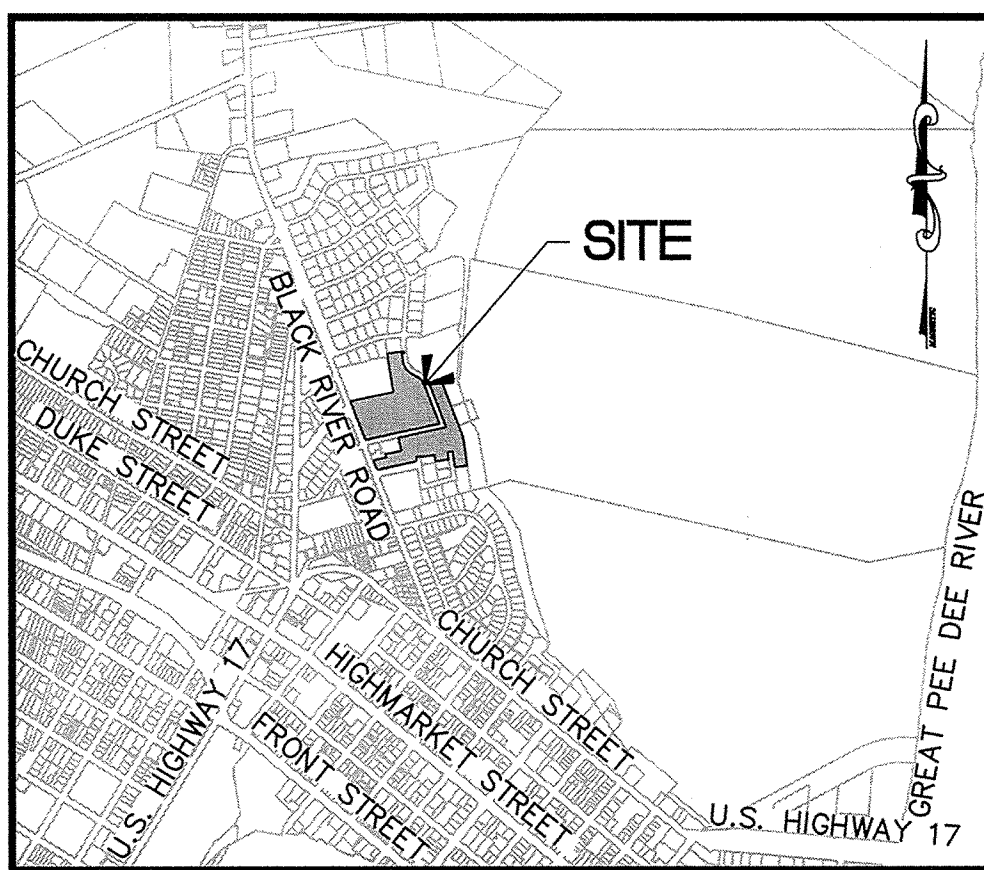
pursuit of all governmental approvals and permits, any rezoning deemed appropriate by Hospital, acknowledging rezoning requires submission to the Planning Commission and approval by City Council.

13. Confidentiality. The parties acknowledge that all documents are subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA. If Hospital contends a document is exempt from disclosure under the FOIA, it shall mark any such documents plainly, as outlined above, and seek protection from disclosure by filing an appropriate action in Circuit Court and shall bear the full cost of the action and any monetary or attorney's fees awarded to the person or entity making the FOIA request. **If Hospital objects to release and litigation is commenced against the city under the FOIA, City agrees to promptly notify Hospital, who shall move to intervene as a party. Hospital agrees to hold City harmless from and indemnify for all costs (including plaintiff's attorney's fees if awarded by the Court) incurred by the City in defending the lawsuit and the funds necessary to satisfy any judgment and all costs on appeal, if any.**

[SIGNATURE PAGE TO FOLLOW]

WITNESSES:


_____CITY OF GEORGETOWN, SOUTH
CAROLINA, a body politicBy: 
Its: GEORGETOWN MEMORIAL
HOSPITAL, a South Carolina non-profit
corporation
_____By: 
Its: 



VICINITY MAP
SCALE: 1" = 2000'

This plat was prepared for the exclusive use of the persons shown in the title block and this office does not make any certification to any unnamed parties without a revision and update to the certification with the clients authorization. Additional fees may apply.

LEGEND

○	FIRE HYDRANT
○ CO	IRON PIN (OLD OR NEW)
⊗	LIGHT POLE & POWER POLE
⊗	CLEAN OUT
⊗	WATER VALVE
⊗	WATER METER
⊗	CATCH BASIN
T.P. □	TEL. PEDESTAL
E.T. □	ELEC. TRANSFORMER
TV.P. □	TV PEDESTAL
WM □	WATER VALVE MARKER
---	BACK OF CURB
---	EASEMENTS
---	BUILDING SETBACK LINES
---	RIGHT OF WAY
---	ADJOINING PROPERTY LINE
---	PROPERTY LINE SURVEYED

GRIMES, N/F
C.C. III
TMS #05-0014-157.04.01

*NAD 83
N 567,372.14
E 2,524,156.97

*NAD 83
N 567,265.21
E 2,523,651.03

*NAD 83
N 566,769.19
E 2,523,365.65

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER (S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY AGREE TO THIS SURVEY WITH MY (OUR) FREE CONSENT.

OWNER

OWNER

I HEREBY CERTIFY THAT THE (DEVELOPMENT PLAN / PLAT) SHOWN HERON HAS BEEN FOUND TO COMPLY WITH THE GEORGETOWN COUNTY LAND DEVELOPMENT REGULATIONS AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS.

(DATE) (PLANNING SIGNATURE)

(DATE) (PLANNING SIGNATURE)

NOTES:

1. TMS# 04-1001-001-02-08.
2. REFERENCE: SLD 213, PG. 4 & 5.
3. LOT IS LOCATED IN FLOOD ZONE "X", AS SHOWN ON F.I.R.M. PANEL NO. 450085 0275 E, DATED 08/02/1996 AND IS SUBJECT TO VERIFICATION BY THE COUNTY FEMA OFFICER.
4. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.
5. DATE OF FIELD WORK: JULY & AUGUST, 2013.
6. PROPERTY IS ZONED MR AND R1.
7. BOUNDARY SURVEY NOT DONE AT THIS TIME.

I, WILLIAM S. BIGGERSTAFF, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA DO HEREBY CERTIFY THAT I HAVE SURVEYED THE WETLANDS SHOWN ON THIS MAP AS DELINEATED BY S&ME, INC., AND THAT THIS MAP REPRESENTS THE TRUE LOCATION OF SAID WETLANDS.

WILLIAM S. BIGGERSTAFF, P.L.S. #21617

Parcel Line Table

Line #	Length	Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	25.00'	N82° 11' 01"E	C1	183.69'	186.00'	56.58	S35° 33' 29"E	176.31'
L2	20.00'	S07° 15' 59"E	C2	146.97'	186.40'	45.17	S41° 15' 45"E	143.19'
L3	25.00'	S82° 11' 01"W	C3	43.31'	25.00'	99.26	N28° 17' 37"E	38.10'
L4	24.04'	S08° 02' 58"E	C4	35.31'	25.00'	80.93	N61° 49' 00"W	32.45'
L5	8.01'	N08° 02' 58"W	C5	37.42'	25.00'	85.77	S34° 50' 02"W	34.03'
L6	15.08'	N08° 02' 58"W	C6	41.63'	25.00'	95.41	N57° 11' 35"W	36.98'
L7	58.99'	N08° 09' 22"W	C7	35.74'	25.00'	81.92	S33° 54' 00"W	32.78'

Curve Table

Line #	Length	Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	25.00'	N82° 11' 01"E	C1	183.69'	186.00'	56.58	S35° 33' 29"E	176.31'
L2	20.00'	S07° 15' 59"E	C2	146.97'	186.40'	45.17	S41° 15' 45"E	143.19'
L3	25.00'	S82° 11' 01"W	C3	43.31'	25.00'	99.26	N28° 17' 37"E	38.10'
L4	24.04'	S08° 02' 58"E	C4	35.31'	25.00'	80.93	N61° 49' 00"W	32.45'
L5	8.01'	N08° 02' 58"W	C5	37.42'	25.00'	85.77	S34° 50' 02"W	34.03'
L6	15.08'	N08° 02' 58"W	C6	41.63'	25.00'	95.41	N57° 11' 35"W	36.98'
L7	58.99'	N08° 09' 22"W	C7	35.74'	25.00'	81.92	S33° 54' 00"W	32.78'

UTILITY KEY

---	WWL	WASTEWATER LINE
---	WL	WATER LINE
---	OHP	ELECTRIC
---	---	STORMWATER LINE

DRAFT PLAT SHOWING RIGHT-OF-WAY ABANDONMENT OF MEMORIAL LANE AND EASEMENTS TO BE RETAINED BY THE CITY OF GEORGETOWN

P.O. BOX 421718
GEORGETOWN, SC 29422
LOCATED IN
CITY OF GEORGETOWN, GEORGETOWN COUNTY, SC
FOR
GEORGETOWN HOSPITAL
SYSTEM

JUNE 30, 2014

GRAPHIC SCALE

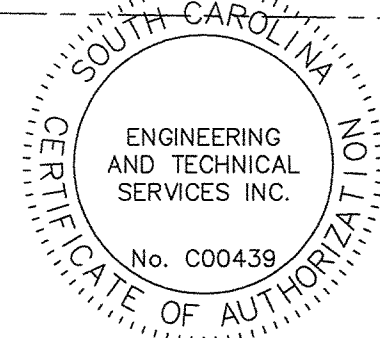


(IN FEET)
1 inch = 60 ft.

SURVEYED & MAPPED BY

E.T.S.-ENGINEERING AND TECHNICAL SERVICES, INC.

58 CENTERMARSH LANE, PAWLEYS ISLAND, SOUTH CAROLINA.
PHONE 843-237-3002 / FAX 843-237-2269



June 10, 2014

Mr. Chris A. Carter
Georgetown City Administrator
City of Georgetown
Post Office Box 939
Georgetown, South Carolina 29442

RE: Road Removal: File 22.327 – Road S-170 (Memorial Drive a/k/a
Memorial Lane and Memorial Street) – Georgetown County

Dear Mr. Carter:

Enclosed please find an original, executed Quitclaim Deed to the City of Georgetown for approximately 0.15 of a mile of road right of way in Georgetown County, South Carolina. Within the next thirty days, please have this deed recorded in the Register of Deeds Office in Georgetown County and forward a *copy of the recorded deed* to our office in the self-addressed envelope.

Should you have any questions or concerns, please feel free to call this office at 1-800-214-4495.

Sincerely,



Laura B. Alexander
Property Management

LBA:cw

Enclosures



Post Office Box 191
Columbia, South Carolina 29202-0191

Phone: (803) 737-2314
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)
QUITCLAIM DEED)

WHEREAS, pursuant to Section 57-5-340, Code of Laws of South Carolina, 1976, as amended, the South Carolina Department of Transportation has authority to dispose of the premises hereinbelow described, which premises are no longer required for purposes of the South Carolina Department of Transportation; Now Therefore,

KNOW ALL MEN BY THESE PRESENTS, that the South Carolina Department of Transportation (“Grantor”), for and in consideration of the sum of **Five and no/100 Dollars (\$5.00)** to it in hand paid, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the **City of Georgetown** (“Grantee”), all its right, title, interest in or to the following described property:

All that certain piece, parcel, or tract of land, situate, lying, and being a portion of Road S-170 (Memorial Drive a/k/a Memorial Lane and Memorial Street) in the City of Georgetown in Georgetown County, State of South Carolina, containing approximately 0.15 of a mile of road right of way as shown on Exhibit A, attached hereto and made a part hereof, and being shown on the South Carolina Department of Transportation Plans for Road S-170, File 22.327, Sheet 23, and being further described as follows:

Approximately 0.15 of a mile of road right of way and all improvements thereon, having a total width of approximately 50 feet of right of way, being approximately 25 feet on each side of the survey centerline of Road S-170. Said road extends from the present right of way line of Road S-82 (Black River Road) in an Easterly direction for a distance of approximately 0.15 of a mile to the present right of way line of Road S-257/S-294 (Huger Drive), as shown on Exhibit A.

This portion of Road S-170 was removed from the SC State Highway System by approval of the Highway Commission on May 15, 2014.

This being a portion of the right of way acquired by the South Carolina Department of Transportation by Letter of Dedication from the City of Georgetown dated March 6, 1957, and being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under Road S-170, File 22.327.

Grantee’s Address: P.O. Drawer 939
Georgetown, SC 29442

This conveyance is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear on record or on the premises, other than those hereby released.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the **City of Georgetown**, its successors and assigns, forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the hand and seal of the South Carolina Department of Transportation
this 10th day of June, in the year of our Lord Two Thousand Fourteen.

Signed, sealed and delivered
in the presence of

Maria Brosenovich
Catherine H. Brooks

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: [Signature] (L.S.)
Secretary of Transportation

By: [Signature] (L.S.)
Deputy Secretary for Finance and Administration

THE STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

) ACKNOWLEDGEMENT

Personally appeared before me the above named Grantors on behalf of South Carolina
Department of Transportation and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10th day of June, 2014.

[Signature]
Notary Signature

Catherine H. Brooks
Printed Name of Notary

NOTARY PUBLIC FOR THE STATE OF
SOUTH CAROLINA

My Commission Expires: 3/24/16
(Affix Seal if outside SC)

Exhibit A

PLAN	SUBMITTED	BY	DATE
NOTE BOOK	PLOTTED		
NO.	ALIGNMENT CHECKED		
	PT. OF WAY CHECKED		

PROFILE	SURVIVED	BY	DATE
NOTE BOOK	PLOTTED		
NO.	GRAPHS CHECKED		
	B. WAS NOTED		
	STANDARD OF MATERIALS CHECKED		

Georgetown Co
P.L. 107 & 108

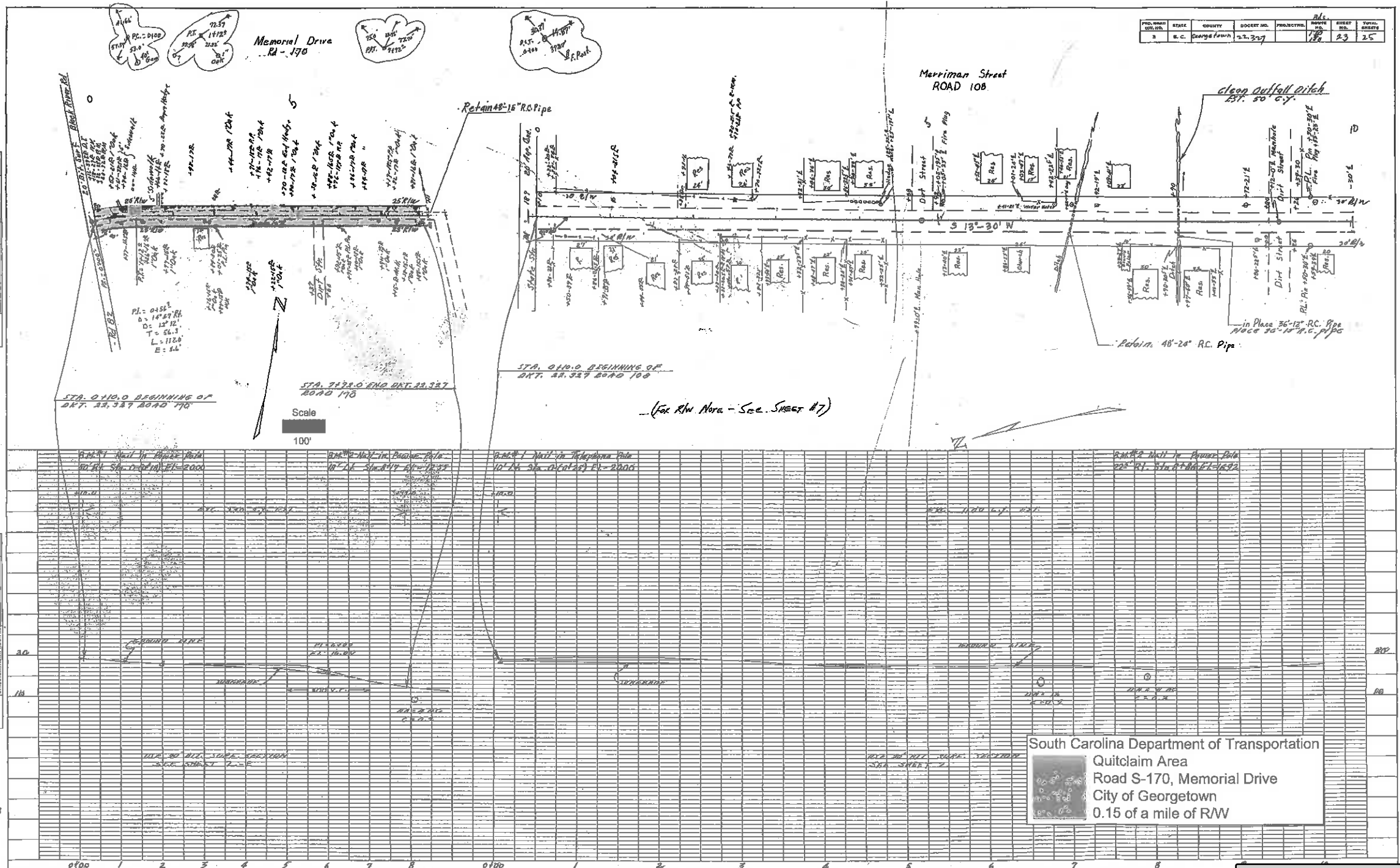


PLATE 1-PLAN-PROFILE D.P.R.E. STANDARDS
HEUFFEL & EISEN CO., NEW YORK.

South Carolina Department of Transportation
Quitclaim Area
Road S-170, Memorial Drive
City of Georgetown
0.15 of a mile of R/W

Packet Pg. 19

Attachment: Memorial Drive Quitclaim (1673 : Vacate Memorial Drive Right of Way)

STATE OF SOUTH CAROLINA }
COUNTY OF GEORGETOWN } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by the South Carolina Department of Transportation on June 10, 2014
to City of Georgetown

3. Check one of the following: The deed is

- (A) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): # 2 (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

- (A) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (B) ☐ The fee is computed on the fair market value of the realty which is _____
- (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____

6. The deed recording fee is computed as follows:

- (A) Place the amount listed in item 4 above here: _____
- (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: the Property Manager for the South Carolina Department of Transportation.

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

Sworn this 10th day of June, 2014
Dawn B. Alexander
Notary Public for South Carolina
My Commission Expires: 6-27, 2019

Kathryn E. Copeland
Responsible Person Connected with the Transaction
Kathryn E. Copeland
Print or Type Name Here

INFORMATION

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

Exempted from the fee are deeds:

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

Georgetown Times

Classified Ad to publish in		Georgetown Times, Georgetown Web			
		* One affidavit of publication will be provided. Additional affidavits will have a charge of \$10.00 per affidavit. (effective October 1, 2011)			
Customer Name		Lumpkin, Oxner & Stacey. P.A.			
Order	1188530	Class	985	Lines	16.0
Account	188350	Start Date	07/18/2014	Payments	\$0.00
Name		Stop Date	08/01/2014	Total Price	\$31.20
Phone	(843) 235-6747	Insertions	6	Ad Rep	Nichole McFadden

PUBLIC NOTICE

The City of Georgetown will conduct a public meeting at 5:30 p.m. on August 21, 2014, for second reading of an ordinance authorizing the vacation of the City's Right of Way in Memorial Drive and addressing the Petition for Road Closing initiated by Georgetown Memorial Hospital for Memorial Drive in the City of Georgetown. The public is invited to attend.

AD# 1188530

Attachment: Public Notice (1673 : Vacate Memorial Drive Right of Way)