Request for Proposals (RFP): Multi-Use Trail Engineering Project

Organization Name: Upstate Greenways and Trails Alliance

**Contact Information:** 

Sam Davis Trails Manager sdavis@ugata.org (205)-873-3853

Project Location: Fountain Inn, Greenville SC

RFP Issue Date: October 20th, 2023

Questions and Clarification Deadline: November 10th, 2023

Proposal Submission Deadline: December 1st, 2023

Project Start Date: December 8th, 2023

Project Completion Date: September 6th, 2024

## Introduction

Upstate Greenways and Trails Alliance (UGATA) is seeking qualified engineering firms to submit proposals for the design, engineering, and permitting of a multi-use trail project to connect Heritage Park to the existing Swamp Rabbit Trail in Fountain Inn just east of Fountain Inn High School. The purpose of this project is to enhance recreational opportunities, promote active transportation, and provide a safe route to two schools and a high quality park. We invite experienced engineering firms to submit proposals outlining their expertise, approach, and understanding of the project's requirements.

# Heritage Park to Fountain Inn Project Information:

UGATA will plan, design, engineer and permit a roughly 3.5 mile section of 10-12 foot wide (except when 8 foot is required) hard surface Multi-Use Trail that will be incorporated into the Swamp Rabbit Trail Network. This Trail project will be split into two phases. The first phase will consist of a 2.1 mile trail section that will connect Heritage Park to Bryson Elementary and surrounding neighborhoods by creating a trail connection to Howard Drive. The second phase extends the existing Fountain Inn section of the Swamp Rabbit Trail across the Fountain Inn High School campus and connects to future development along Quellin Drive. Both sections will improve bike and pedestrian connectivity for students and the community at large. A map of the current route as well as pictures of certain site conditions are provided.

# Scope of Work

The selected engineering firm will be responsible for the following tasks:

- 1. Conduct a site assessment, topographical survey, wetlands survey, protected species survey, and any other required surveys of the project area.
- 2. Develop a comprehensive, ADA approved, trail design that accommodates pedestrians, cyclists, and other non-motorized users.
- 3. Design safe and accessible trail crossing across four (4) public roads and two (2) school entrances. Work with SCDOT, City of Fountain Inn, and Greenville County School District to ensure all relevant crossing regulations are met.
- 4. Prepare detailed construction plans, specifications, and cost estimates.
- 5. Address environmental considerations and ensure compliance with relevant regulations.
- 6. Secure required permits for all portions of the project.
- 7. Collaborate with UGATA, and relevant stakeholders (SCDOT, Duke Energy, City of Fountain Inn, City of Simpsonville, Greenville County, Renewable Water Resources, National Gas Lines) throughout the project lifecycle to understand relevant limitations on trail design while maintaining a quality product.
- 8. Oversee construction bidding process with the relevant local governments. This will include but is not limited to: providing final bid package, coordination meetings with Greenville County and City stakeholders, pre bid meeting with contractors, responses to contractor questions, review of shop drawings, and consultation when opening bid responses.

# **Project Goals**

- 1. Ensure the projects are feasible for both permitting and construction
- 2. Create a high quality trail experience for users
- 3. Limit construction cost
- 4. Align with the restrictions and desires of easement holders (expansion to follow)

## **Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

- 1. 20% Experience and Qualifications of the Firm and Key Personnel.
- 2. 15% Understanding of the Project Goals and Community Needs.
- 3. 25% Technical Approach and Methodology.
- 4. 15% Quality and Completeness of the Proposal.
- 5. 25% Cost Effectiveness and Value for Money.

# **Typical Trail Sections**

Greenville County has provided typical trail cross sections for the asphalt portions of the trail which has been included in this packet.

# Alignment Information

Because of parcel specific information that will be provided below, the route of this trail is relatively firm. If any firm identifies a problem with the current routing and is able to provide changes that align with the limitations outlined in the parcel information, this is encouraged.

# **Project Deliverables**

Three (3) total submittals – 30%, 90%, and Final (100%)
Cost estimates at each submittal
Each submittal in PDF format with 11x17 paper format as requested
Complete file of all permits issued with their conditions
Two (2) signed and stamped 24"x36" copies of final plans

## **Wetland Areas**

This project will have limited, if any, interaction with wetlands areas. The selected firm will confirm this.

# **Creek Crossings**

As outlined in the Parcel Specific Information, the current trail alignment calls for four (4) creek crossings. Three (3) are outside of the floodplain and floodway. Of the three outside of the floodplain and floodway, one (1) has an existing pipe but no other bridge infrastructure.

One crossing will take place inside the floodplain. The crossing will be on parcel 0354000100309. More information will be provided in the Parcel Specific Information section.

Firms are encouraged to take a creative approach to ensure compliance with relevant regulations while managing cost and upholding the user experience. Bridge, boardwalk or culvert type and construction method may be dictated by site conditions and engineering expertise. In house structural engineering is preferred but not required.

## **Utilities Coordination**

As outlined in the Parcel Specific Information, the current trail route will parallel and cross several SCDOT roads.

The trail will also parallel and cross under Duke Power lines.

The trail will be located on top of a Re-Wa easement and may cross Re-Wa easements in other places.

The trail will cross several national pipelines for oil and gas companies including Williams Transco, Colonial Pipeline, Kinder Morgan Pipeline (Plantation).

Firms are encouraged to submit proof of strong working relationships with relevant utilities. Coordination to ensure that trail plans will be approved is crucial to project success.

## Parcel Specific Information

## PHASE I

# City of Simpsonville 0326000100201

The proposed trail will take advantage of the existing walking paths that circle the miniature train and the baseball fields wherever possible to limit construction costs. The selected firm will coordinate with the owners, the City of Simpsonville to ensure that the trail connection will align with the needs of Simpsonville and Heritage Park. City officials are eager to make these improvements and have not outlined any restrictions to this parcel.

# Heritage Park Venture LLC 0326000100200

This parcel is currently being developed into a residential subdivision. As a condition of development, the property owners have provided a recreational easement that parallels the Duke power lines and connects Heritage Park to the Bryson Elementary parcel.

Duke Energy: The City of Simpsonville has indicated that while the recreational easement parallels the Duke powerline easement, the recreational easement is outside of the footprint of Duke's utility easement and will require no special coordination. The selected firm will be required to confirm this as part of due diligence.

Oil and Gas Lines: Plantation Pipeline (Kinder Morgan) has a 50 foot wide right of way that the current trail route will cross at a roughly 90 degree angle. The selected firm will be responsible for coordinating with Plantation (Kinder Morgan) to understand and design around the restrictions imposed by the easement. Fountain Inn and Simpsonville have agreed to help facilitate this conversation however possible

*Creek Crossings*: This parcel has two (2) creek crossings (photos included). Both creeks are about 3 feet wide and are located outside of the floodway and floodplain. One of the crossings has an existing pipe (photos included) and one has no existing infrastructure.

Subdivision Coordination: During the designing of this trail, the selected firm will coordinate with the parcel owners to ensure that future construction plans will not impact the usability of the trail. Coordination might include: street crossing designs, signage, sidewalk connections, etc.

*Topography*: Portions of this path will have topography issues that engineers will need to mitigate. Keeping the grade at less than 5% is preferred but not strictly required if there are

existing physical restraints. In areas where a 5% grade is not feasible, the selected firm will design to ADA requirements the maximum extent feasible.

# Greenville County School District 0328000100100

The selected firm will coordinate with Greenville County School District's Facilities Director Scott Carlin to ensure that the design aligns with the requirements of the Board of Education. This will include designing a crosswalk at the westernmost carpool entrance, a vehicle barrier at the westernmost carpool entrance, as well as a crosswalk of Bryson Heights Drive (County owned road). The selected firm will also design the fences as outlined in the easement agreement (unsigned version included). The fence layout has been approved by the Greenville County School District and includes upfitting existing fencing to 6 feet and moving some existing fencing.

The easement agreement is being considered by the Greenville County School District and is expected to be signed by October 24th.

## **Bryson Drive**

The selected firm will work with SCDOT to design, engineer, and permit a shared use path that will be within the SCDOT right of way and will cross Bryson Drive at the entrance of the forthcoming Mark III development (0328000100203). The crossing should follow the guidelines outlined in the Crossing Treatments for Upstate Trails (included).

As part of the Mulberry Estates development, Bryson Drive will be reconfigured and widened. The selected firm will be responsible for coordinating the planning of a multi-use trail that will fit between the edge of pavement and end of right of way which is roughly 15'. Plans for this road widening have been included as an exhibit.

UGATA has had initial routing discussions with SCDOT regarding this plan and they are supportive in principle. The selected firm will coordinate designs with SCDOT representatives.

# **Mulberry Estates** 0328000100203

Dan Ryan Builders has agreed to construct the portion of the trail that is on their parcel to connect Bryson Drive to the Flemming Parcel. This portion of the trail is outside of the scope of this RFP.

UGATA reserves the right to issue a change order to this RFP should there be a change to our agreement with Dan Ryan.

# Fleming Parcel 0353000100500

This parcel will meander through the trees and special care will be taken to route the trail in a way that will require the fewest trees to be cut as possible. There is one small creek crossing that will be required in this parcel. The creek is not inside the floodplain or floodway.

As outlined in the easement agreement, this portion of the trail will have a 6 foot chain link fence separating the trail from the West Farm subdivision to the north.

#### **Howard Drive**

The selected firm will work with SCDOT to design, engineer and permit a shared use path that will be within the SCDOT right of way and will cross Howard Drive at the intersection of South Kings Drive and Howard. The crossing should follow the guidelines outlined in the Crossing Treatments for Upstate Trails (included).

Howard Drive has a 66' right of way with 33' either side of the centerline. (Road plat attached). There is ~18 feet of space from the edge of pavement to the end of the right of way. There are existing Duke power lines on the west side of the road within the SCDOT right of way. The selected firm will be responsible for designing a 8-12 foot wide shared use path that will be separated from car traffic by both a curb and generous grass buffer. The selected firm will also obtain an SCDOT encroachment permit and any other required permitting including permission from Duke Energy.

UGATA has had initial routing discussions with SCDOT regarding this plan and they are supportive in principle. The selected firm will coordinate designs with SCDOT representatives.

## PHASE II

## **South Kings Drive**

The trail will be routed on South Kings Drive which is a quiet neighborhood road that is suitable for an on street section of trail. The selected firm will be responsible for designing signs and/or street painting to ensure that trail experience is not compromised and that drivers are aware that they will encounter bikers and pedestrians. All designs will be coordinated with Fountain Inn who owns South Kings Drive.

# Arlin Lenin Mejia Martinez 0354000100400

UGATA has an agreement to grant an easement with Mr. Martinez. The trail will connect South Kings Drive to the La Castalia Farm Inc parcel. As outlined in the agreement, the trail will be inside the easement area that extends 20' from the western border.

## La Castalia Farm Inc 0354000100309

As a condition of development, the developer has agreed to grant access to a multi-use path on their parcel that will parallel Speedway Drive and connect Speedway Drive to Mr. Martinez's parcel (0354000100400). Due to ongoing negotiations, design of this section of trail is outside of the scope of this RFP.

UGATA reserves the right to issue a change order to this RFP once negotiations have concluded.

#### **Speedway Drive**

The selected firm will work with Fountain Inn and Greenville County to design a multi-use trail that fits inside the Road right of way. Portions of this road are owned by Fountain Inn and portions are owned by Greenville County. Based on the road file included in this packet, Speedway has a Right of Way that is 36' from centerline.

This section of trail will have some moderate topographical issues that engineers will need to address in their plans.

This section also has Duke power lines. The selected firm will coordinate with Duke to design a trail that they will approve.

#### **Quellin Drive**

The selected firm will work with SCDOT to design, engineer, and permit a shared use path that will be within the SCDOT right of way from Speedway Drive to Belmont Drive and will cross Quellin Drive at the existing signalized intersection of Belmont Drive and Quellin Drive. If possible, this will expand the existing 5 foot sidewalk.

Quellin Drive has a varying width right of way. Current plats are attached from a recent SCDOT road project outlining the right of way and utility locations. (Note, the same document includes both the Quellin Drive and Hellems Street Plats). There is ~15 feet of space from the edge of pavement to the end of the right of way.

The selected firm will be responsible for designing a 8-12 foot wide shared use path. The selected firm will also handle an SCDOT encroachment permit and any other required permitting including permission from Duke Energy.

UGATA has had initial routing discussions with SCDOT regarding this plan and they are supportive in principle. The selected firm will coordinate designs with SCDOT representatives.

# Fountain Inn High School 0355000100500, 0355000100604, 0355000100603, 0355000100700

The selected firm will coordinate with Greenville County School District's Facilities Director Scott Carlin to ensure that the design aligns with the requirements of the Board of Education. This will include designing a crossing at the car entrance that enters at the intersection of Quellin and Belmont Drive.

The selected firm will design the fences to the standards outlined in the Easement agreement which require that exterior fences be 6 feet tall where there is no existing sidewalk.

The route will enter into the Re-Wa easement on the south eastern portion of the parcels. UGATA has signed a Hold Harmless agreement with Re-Wa and has approval to build on top of this easement.

## **Hellams Street**

The selected firm will work with SCDOT to design, engineer, and permit a 8-12 foot wide shared use path that will be within the SCDOT right of way on top of the existing Re-Wa sanitary sewer easement. It will be separated from car traffic by both a curb and grass buffer. This route will also include a crossing of Hellams Street to the existing Swamp Rabbit Trailhead. The crossing should follow the guidelines outlined in the Crossing Treatments for Upstate Trails (included).

Hellams Street has a varying width right of way. Current plats are attached from a recent SCDOT road project outlining the right of way and utility locations. (Note, the same document includes both the Quellin Drive and Hellems Street Plats). There is ~15 feet of space from the edge of pavement to the end of the right of way.

UGATA has had initial routing discussions with SCDOT regarding this plan and they are supportive in principle. The selected firm will coordinate designs with SCDOT representatives.

## Submission Instructions

**Submission Deadline:** All proposals must be received by December 1st at 5:00PM Eastern Time. Late submissions may not be considered.

**Submission Method:** Proposals must be submitted in PDF format electronically to sdavis@ugata.org or in hard copy to the following address. Electronic submissions are preferred.

701 Easley Bridge Rd Ste 6070 Bldg 6000 Greenville SC 29611

**Cover Page:** Include a cover page with the following information:

- Project Name
- Company Name
- Contact Information (Name, Title, Phone Number, Email Address)
- Date of Submission

**Table of Contents:** Include a table of contents to help reviewers navigate through your proposal.

**Executive Summary:** Provide a concise summary of your proposal, highlighting key points and benefits.

**Technical Proposal:** Clearly outline your approach to the project, including:

- Understanding of the project requirements
- Methodology and work plan
- Technical solutions and innovations
- Project timeline and milestones
- Key personnel and their qualifications
- Subcontractors and their roles
- Any assumptions or constraints

**Past Experience:** Detail relevant projects your company has completed, showcasing your expertise and success in similar projects.

**Qualifications:** Provide information about your company's technical qualifications, relevant certifications, and memberships in professional organizations.

**References:** Include two (2) references from previous clients who can speak to your company's performance and capabilities.

**Cost Proposal:** Provide a detailed breakdown of costs associated with the design engineering phase. This should include:

**Design and Engineering Services:** Provide a detailed breakdown of costs associated with the design and engineering phase. This should include:

- **Personnel Costs:** Specify the hourly rates for engineers, designers, and other relevant staff involved in the design process.
- Hours: Estimate the number of hours each team member will spend on the project. Include in this estimate the time required to coordinate with utilities and stakeholders.
- **Subcontractor Fees:** If any specialized design tasks are subcontracted, detail the associated costs.

**Permitting Services:** Detail the costs related to obtaining the necessary permits for the project. This should include:

- **Permit Application Fees:** List the expected fees for each required permit.
- **Consultation Fees:** List any third-party consultations required for permit approvals, provide the associated costs.
- Administrative Costs: Include any administrative expenses associated with permit application and processing.

**Bid Management Services:** Detail the cost related to overseeing the bidding process with the relevant local government body. This should include:

- Bid packaging: List the hourly rate and expected number of hours to package the design for public bid
- **Pre-Bid meeting:** List the hourly rate and expected number of hours to plan and run a mandatory pre-bid meeting
- Responses to Contractor Inquiries: List the hourly rate and expected number of hours to respond to contractor inquiries
- Construction Bid Opening: Include any expenses associated with reviewing bid responses.

**Miscellaneous Costs:** Account for any other costs that may arise during the design engineering and permitting phases. This may include but is not limited to printing, document delivery, and communication expenses.

**Payment Schedule:** Propose a payment schedule that corresponds to project milestones and deliverables.

**Schedule:** Provide a detailed project schedule with milestones and anticipated completion dates.

**Questions and Clarifications:** If you have any questions or need clarifications regarding the RFP, submit them via email to Sam Davis (<u>sdavis@ugata.org</u>) by November 10th at 5:00PM Eastern Standard Time. Questions and their answers will be published on our website and distributed to all potential respondents.

**Conflict of Interest:** Declare any potential conflicts of interest that may arise during the project.

# **Important Dates**

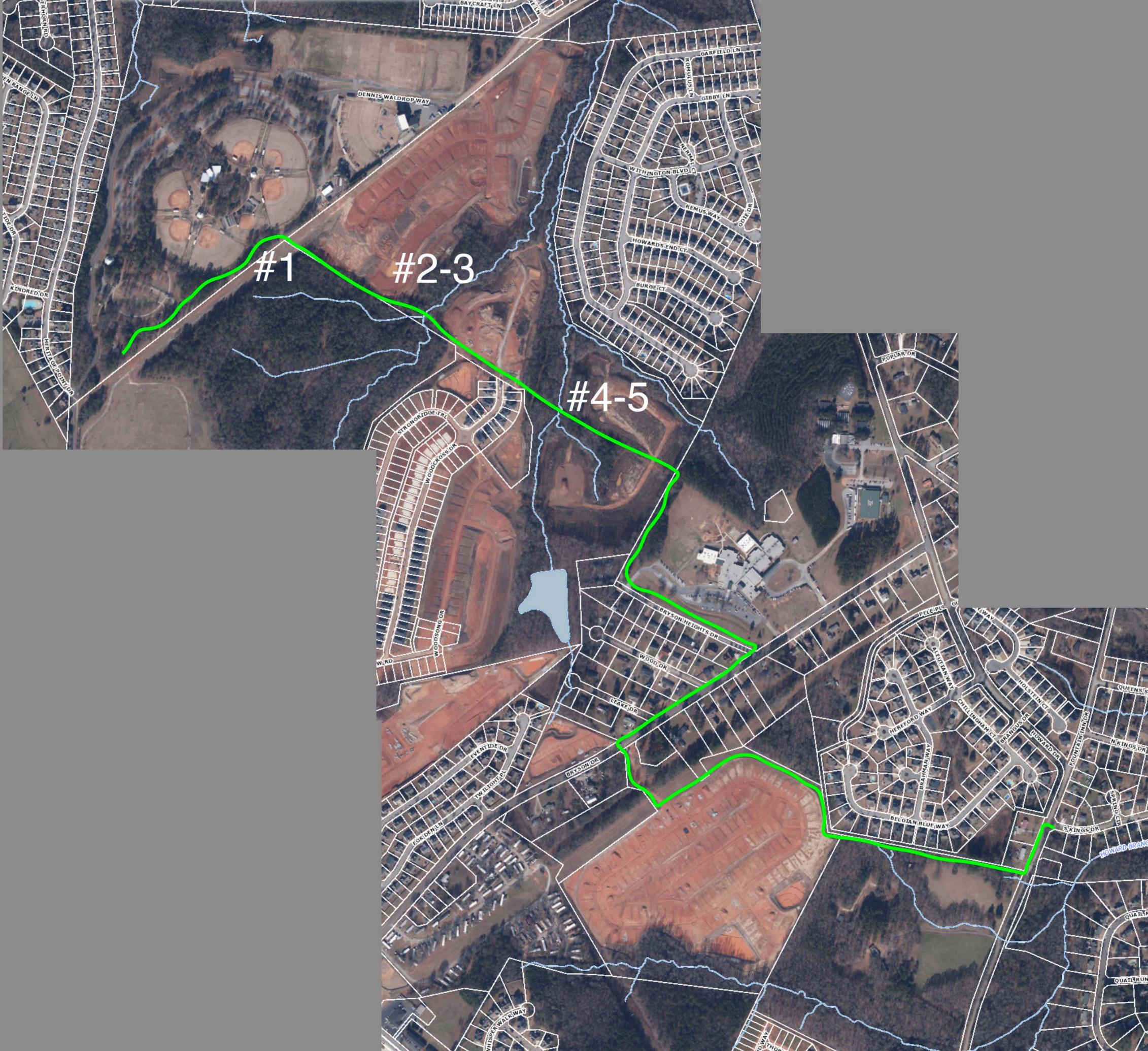
RFP Issue Date: October 20th, 2023

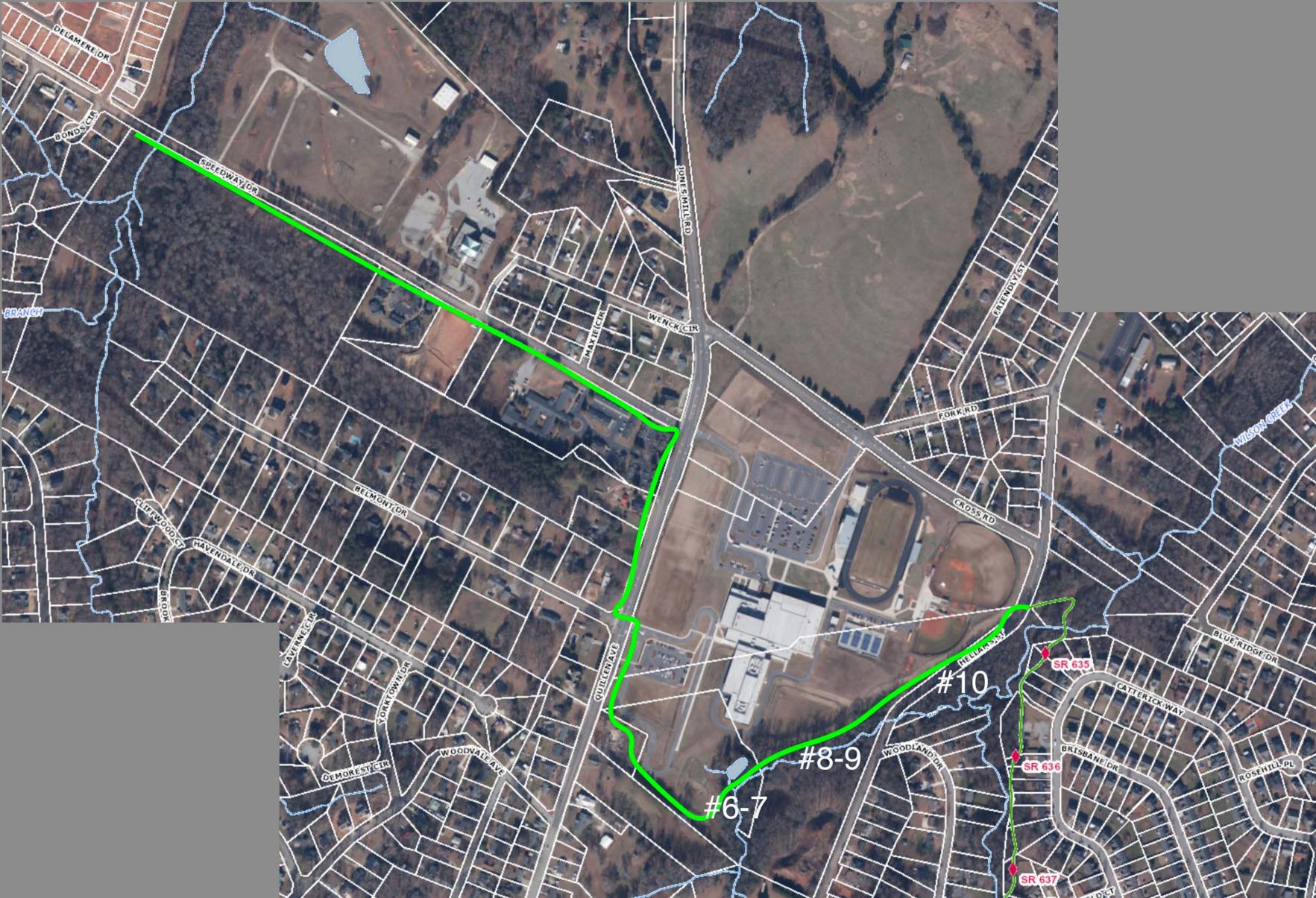
Questions and Clarification Deadline: November 10th, 2023

**Proposal Submission Deadline:** December 1st, 2023

Project Start Date: December 8th, 2023

Project Completion Date: September 6th, 2024

















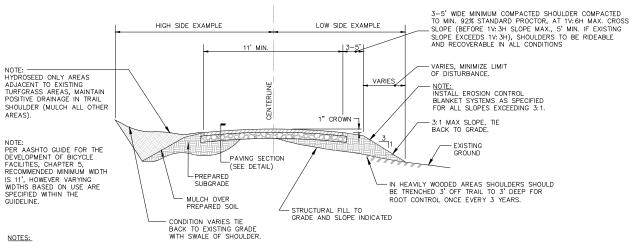








## ASPHALT TRAIL SECTION



- 1. MINIMIZE TREE REMOVAL AND DISTURBANCE WHEN CLEARING FOR PATHWAYS.
  2. PREPARE SOIL TO A DEPTH OF 3", CLEAN AND FREE OF ALL ORGANIC LAYER (LEAVES/DEBRIS REMOVED)
  3. CROSS SLOPE OF TRAIL NOT TO EXCEED 2%.
  4. CONTRACTOR TO CONTACT GEOTECHNICAL ENGINEER IF ANY UNSUITABLE SOIL CONDITIONS ARE ENCOUNTERED, WHICH MAY COMPROMISE STRUCTURAL INTEGRITY OF PATH.
  5. ENSURE TRAIL AND SHOULDERS ARE CLEARED OF ALL TREES AND VEGETATION THAT COULD CAUSE ROOT GROWTH BELOW TRAIL BED.
  6. 4" DASHED OR SOLID CENTERLINE (THERMOPLASTIC OR RETRO REFLECTIVE PAINT DEPENDING ON TRAIL CONDITIONS
- EVERY 1/10 OF A MILE PROVIDE ALPHA NUMERIC MILEAGE SYSTEM W/ 4" NUMBERING (THERMOPLASTIC OR RETRO REFLECTIVE PAINT) AND POSTS EVERY 1/2 MILE THAT ARE 2' MIN. FROM EDGE OF TRAIL.

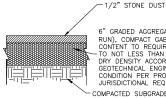
### PAVING SECTION

2" TYPE C, ASPHALTIC CONCRETE SURFACE COURSE

6" GRADED AGGREGATE BASE COURSE (CRUSHER O GRADED AGENCIAL BASE COURSE (CROSHER RUN), COMPACT GABC AT OPTIMUM MOISTURE CONTENT TO REQUIRED GRADES AND THICKNESS - TO NOT LESS THAN 100 PERCENT OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 1557. GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION PER PROJECT SPECIFICATIONS AND JURISDICTIONAL REQUIREMENTS.

COMPACTED SUBGRADE, 98% MINIMMUM COMPACTION USING THE STANDARD PROCTOR TEST SHALL BE ACHIEVED. GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION PER PROJECT SPECIFICATIONS AND JURISDICTIONAL REQUIREMENTS

### STONE DUST SECTION



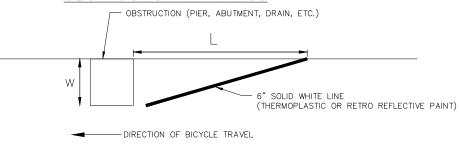
GRADED AGGREGATE BASE COURSE (CRUSHER ORACID AGREEMED BASE COURSE (CROSHER RUN), COMPACT GABE AT OPTIMUM MOISTURE CONTENT TO REQUIRED GRADES AND THICKNESS - TO NOT LESS THAN 100 PERCENT OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 1557. GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION PER PROJECT SPECIFICATIONS AND JURISDICTIONAL REQUIREMENTS.

COMPACTED SUBGRADE, 98% MINIMMUM COMPACTION USING THE STANDARD PROCTOR TEST SHALL BE ACHIEVED. GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION PER PROJECT SPECIFICATIONS AND JURISDICTIONAL REQUIREMENTS

#### PAVING NOTES

SUBGRADE, BASE COURSE AND PAVEMENT CONSTRUCTION METHODS SHALL MEET THE MINIMUM REQUIREMENTS OF THE SCDOT "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION", LATEST EDITION.

### OBSTRUCTION MARKINGS



L = WSFIGURE 4-30

L=TAPER LENGTH (FT) W=OBSTRUCTION WIDTH

S= BICYCLE APPROACH SPEED (MPH)

(20 MPH FOR GHS SWAMP RABBIT TRAIL)

NOTE: ALL EFFORTS SHOULD BE TAKEN TO ROUTE TRAIL TO AVOID VERTICAL OBSTRUCTIONS

(SOURCE: GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES 2012-FOURTH EDITION-AASHTO)



TYPICAL BIKE TRAIL CROSS SECTION (1 of 2) GREENVILLE COUNTY PARKS & RECREATION DEPT. & SEAMON WHITESIDE & ASSOC., INC.

CONTACT: Ty Houck, (864)676-2180 ext. 141, thouck@greenvillecounty.org CONTACT: Joe Bryant, (864)298-0534, jbryant@seamonwhiteside.com

SCALE: NTS

#### TRAIL EASEMENT

STATE OF SOUTH CAROLINA	)	PROJECT: RECREATIONAL TRAIL
	)	
COUNTY OF GREENVILLE	)	Tax Map No. 0328000100100

- 1. **KNOW ALL MEN BY THESE PRESENTS**: That the below signed owner ("<u>Grantor</u>") in consideration of \$10.00 and no other consideration, the receipt and sufficiency of which are hereby acknowledged, paid by Upstate Greenways and Trails Alliance, a South Carolina nonprofit corporation ("<u>Grantee</u>"), does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a permanent and perpetual easement and right of way ("<u>Trail Easement</u>") in and over Grantor's real property which is described in **Exhibit A** ("<u>Property</u>"), which exhibit is attached hereto and incorporated herein for all purposes, such Trail Easement being for the purposes of grading, constructing, installing, and, if desired by Grantee, paving, a recreational trail for use by members of the public at large subject to the conditions and limitations set forth herein.
- 2. The Trail Easement granted herein together with the improvements associated therewith shall be situated within the Property in substantial compliance with the depicted location in Exhibit A. The final and definitive location of the Trail Easement shall be established by and upon the final installation of the trail as agreed upon by the parties. The Trail Easement granted herein shall be limited to an area extending 30 feet wide, extending 15 feet on each side of the center line of the same (the "Easement Area"). Grantor reserves the right to replace this Trail Easement with a substitute trail easement containing a surveyed metes and bounds description of the Easement Area that is consistent with the actual location of the trail and with the terms described herein.
- 3. Grantor herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to the Property except as are recorded of public record and that Grantor is legally qualified and entitled to grant the Trail Easement on the Property.
- 4. The Trail Easement conveys to Grantee, its successors and assigns, the following: the right to enter the Easement Area to construct, maintain and operate within the limits of same, bikeways and walking trails and any other appurtenances and adjuncts deemed by the Grantee, to be necessary for the purposes set forth herein; to make such changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable, and the right to allow the general public to travel over the Easement Area for recreational purposes, under such terms and conditions as may be set forth by Grantee, as may be, from time to time, amended; the right at all times to cut away and keep clear of said Easement Area any and all vegetation that might, in the opinion of Grantee, endanger or injure any improvements located within the Easement Area or interfere with proper operation or maintenance; the right, but not the obligation, to cut, fell and remove any and all trees located upon the area adjacent to the Easement Area which, in the opinion of Grantee, may create a danger or potential for injury to the improvements located within the Easement Area, or to the public in the use of said Trail Easement; the right of ingress to and egress from the Easement Area across the Property for the purpose of exercising the rights herein granted; provided that the failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.
- 5. Grantee shall not make or allow any use of the Easement Area which interferes or conflicts with school operations.

- 6. Grantor shall not be liable for any injury or damage arising out of Grantee's use of this easement, including, but not limited to, the Grantee allowing the general public to travel over the Easement Area.
- 7. Grantor shall not make any use of the Easement Area which, interferes or conflicts with the use of the Easement Area by the Grantee for the purposes herein mentioned, and no use shall be made of said Easement Area that would, in the opinion of the Grantee, injure, endanger or limit access to the Easement Area, improvements and their appurtenances and adjuncts.
- 8. Grantee shall erect and maintain chain link fences as depicted in Exhibit B. All fences that are visible to the public shall be black vinyl coated. Fences that are not visible are permitted to be galvanized metal. Any sign, advertisement, or other form of communication must be approved in writing by the Grantor before being placed on the aforementioned fence.
- 9. All other or special terms and conditions of this right of way are as follows: this Trail Easement will automatically terminate and be of no further force and effect if (a) Grantee does not begin construction of any improvements in the Easement Area within five (5) years from the date of recordation of this easement, and (b) Grantor records a notice of termination of Trail Easement after thirty (30) days' advance notice of same to Grantee.
- 10. This easement shall bind and run with the title to the Property and, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This easement may only be assigned, or otherwise inure to the City of Fountain Inn, and the obligations contained in this easement shall be binding.

TO HAVE AND TO HOLD all and singular the right to the Grantee, its successors and assigns, and the Grantor hereby binds the Grantor and Grantor's heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee herein, its successors and assigns, against themselves and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

IN WITNESS WHEREOF the haday of, 2023.	nd and seal	of Grantor herein has hereunto been set this
SIGNED, sealed and delivered in the pres	ence of:	
		GRANTOR:
Signature of Witness #1		THE SCHOOL DISTRICT OF GREENVILLE COUNTY No. 520
Signature of Witness #2 (or notary)		By: Carolyn Styles Its: Chair, Board of Trustees
STATE OF SOUTH CAROLINA	)	ACKNOWLEDGEMENT
COUNTY OF GREENVILLE	)	
by and through its authorized represe	ntative, as	eby certify that The School District of Greenville County, Grantor personally appeared before me this
Witness my hand and seal this	S	day of, 2023.
		Notary Public for South Carolina
		My commission expires:

#### **EXHIBIT A**

## (PROPERTY DESCRIPTION)

All that piece, parcel or tract of land in Fairview Township, Greenville County, State of South Carolina, in what was formerly known as School District 5D, containing 86.07 acres, more or less, and having according to plat made by Piedmont Engineering Service the following metes and bounds, to wit:

BEGINNING at a stone at corner of the property of Mrs. Joe Leake and West and running thence N. 25 3/4 E. 396 feet to an iron pin; thence N. 24 1/2 E. 830 feet to an iron pin; thence still along the same course N. 24 1/2 E. 1390 feet to an iron pin on the A. S. Howard Estate; thence along the line of the Howard Estate, S. 65 E. 401 feet; thence S 13 E. 528 feet; thence S. 35 E. 350 feet; thence S. 25 1/2 E. 516 feet; thence S. 13 1/2 E. 385 feet; thence S. 11 1/2 E. 635 feet; thence S. 58 1/2 W. 1064 feet to a point on the West property; thence along the West line N. 65 1/3 W. 455 feet to the point of beginning.

Less and excepting, however, that certain property conveyed to W. H. Alford, his heirs and assigns, by Deed dated 8/9/1967 and recorded 8/10/1967 in Deed Book 825 at Page 542, in the Office of the ROD for Greenville County, SC.

Less and excepting, however, that certain property conveyed to the Greenville County Sewer Authority by Deed dated 6/30/1974 and recorded July 29,1974 in Deed Book 1003 at Page 769, in the Office of the ROD for Greenville County, SC.

Less and excepting, however, that certain property conveyed to Colonial Pipeline Company by Deed dated 1/23/1978 and recorded 8/17/1978 in Deed Book 1008 at Page 514, in the Office of the ROD for Greenville County, SC.

This being a portion of the same property conveyed to the grantor herein by Deed of Lewis F. Watson dated December 2, 1952, recorded December 2, 1952, in the Office of the Register of Deeds for Greenville County in Deed Book 467, at page 488.

# **EXHIBIT B**



STATE OF SOUTH CAROLINA	)	AFFIDAVIT FOR
COUNTY OF GREENVILLE	)	TAXABLE OR EXEMPT TRANSFERS

s:

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 being transferred known as the Trail Easement Area bearing a portion of Greenville County TMS# 0328000100100 was transferred by The School District of Greenville County No. 520, its successors and assigns, to Upstate Greenways and Trails Alliance of		
3. Check one of the following: The deed is		
<ul> <li>(a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.</li> <li>(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 a distribution to a trust beneficiary.</li> <li>(c) _XX exempt from the deed recording fee because (See Information section of affidavit):</li> <li>Item (1)</li> </ul>		
(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.):		
<ul><li>(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$00.00.</li><li>(b) The fee is computed on the fair market value of the realty which is .</li><li>(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.</li></ul>		
5. Check Yes or No _XX_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the		

transfer. (This includes, pursuant to Code S realty in possession of a forfeited land com		•
reduced after the transfer under a signed cobuyer existing before the transfer.) If "Yes, encumbrance is:	_	
6. The deed recording fee is computed as for	ollows:	
<ul><li>(a) Place the amount listed in item 4</li><li>(b) Place the amount listed in item 5</li><li>(If no amount is listed, place zero h</li></ul>	5 above here:	\$00.00 -0-
(c) Subtract Line 6(b) from Line 6(a) and p	lace result here	e: \$00.00
7. The deed recording fee due is based on trecording fee due is: \$-0-	he amount liste	ed on Line 6(c) above and the deed
8. As required by Code Section 12-24-70, I connected with the transaction as: Grantor		a responsible person who was
9. I understand that a person required to fur fraudulent affidavit is guilty of a misdemeathan one thousand dollars or imprisoned no GRANTOR:	nor and, upon o	conviction, must be fined not more
THE SCHOOL DISTRICT OF GREENVIL	LE COUNTY	
By: Carolyn Styles Its: Chair, Board of Trustees		
SWORN to and subscribed before me this day of, Notary Public for South Carolina My Commission Expires:	, 2023	
Notary (L.S.): Notary (printed name):		

## **INFORMATION**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty.' Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) 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 constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as 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 the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, 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. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, 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;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (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 Powers Act.

## TRAIL EASEMENT

STATE OF SOUTH CAROLINA	)	PROJECT: RECREATIONAL TRAIL
COUNTY OF GREENVILLE	)	Tax Map No. 0355000100604
		0355000100500
		0355000100603
		0355000100700

- 1. **KNOW ALL MEN BY THESE PRESENTS**: That the below signed owner ("<u>Grantor</u>") in consideration of \$10.00 and no other consideration, the receipt and sufficiency of which are hereby acknowledged, paid by Upstate Greenways and Trails Alliance, a South Carolina nonprofit corporation ("<u>Grantee</u>"), does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a permanent and perpetual easement and right of way further described in **Exhibit B** ("<u>Trail Route</u>") in and over Grantor's real property which is described in **Exhibit A** ("<u>Property</u>"), which exhibit is attached hereto and incorporated herein for all purposes, such Trail Easement being for the purposes of grading, constructing, installing, and, if desired by Grantee, paving, a recreational trail for use by members of the public at large subject to the conditions and limitations set forth herein.
- 2. The Trail Easement granted herein together with the improvements associated therewith shall be situated within the Property in substantial compliance with the depicted location in Exhibit A. The final and definitive location of the Trail Easement shall be established by and upon the final installation of the trail as agreed upon by the parties. The Trail Easement granted herein shall be limited to an area extending 30 feet wide, extending 15 feet on each side of the center line of the same (the "Easement Area"). Grantor reserves the right to replace this Trail Easement with a substitute trail easement containing a surveyed metes and bounds description of the Easement Area that is consistent with the actual location of the trail and with the terms described herein.
- 3. Grantor herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to the Property except as are recorded of public record and that Grantor is legally qualified and entitled to grant the Trail Easement on the Property.
- 4. The Trail Easement conveys to Grantee, its successors and assigns, the following: the right to enter the Easement Area to construct, maintain and operate within the limits of same, bikeways and walking trails and any other appurtenances and adjuncts deemed by the Grantee, to be necessary for the purposes set forth herein; to make such changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable, and the right to allow the general public to travel over the Easement Area for recreational purposes, under such terms and conditions as may be set forth by Grantee, as may be, from time to time, amended; the right at all times to cut away and keep clear of said Easement Area any and all vegetation that might, in the opinion of Grantee, endanger or injure any improvements located within the Easement Area or interfere with proper operation or maintenance; the right, but not the obligation, to cut, fell and remove any and all trees located upon the area adjacent to the Easement Area which, in the opinion of Grantee, may create a danger or potential for injury to the improvements located within the Easement Area, or to the public in the use of said Trail Easement; the right of ingress to and egress from the Easement Area across the Property for the purpose of exercising the rights herein granted; provided that the failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

- 5. Grantee shall not make or allow any use of the Easement Area which interferes or conflicts with school operations.
- 6. Grantor shall not be liable for any injury or damage arising out of Grantee's use of this easement, including, but not limited to, the Grantee allowing the general public to travel over the Easement Area.
- 7. Grantor shall not make any use of the Easement Area which, interferes or conflicts with the use of the Easement Area by the Grantee for the purposes herein mentioned, and no use shall be made of said Easement Area that would, in the opinion of the Grantee, injure, endanger or limit access to the Easement Area, improvements and their appurtenances and adjuncts.
- 8. Grantee shall erect and maintain black vinyl coated chain link fences as depicted in Exhibit B. Any sign, advertisement, or other form of communication must be approved in writing by the Grantor before being placed on the aforementioned fences.
- 9. All other or special terms and conditions of this right of way are as follows: this Trail Easement will automatically terminate and be of no further force and effect if (a) Grantee does not begin construction of any improvements in the Easement Area within five (5) years from the date of recordation of this easement, and (b) Grantor records a notice of termination of Trail Easement after thirty (30) days' advance notice of same to Grantee.
- 10. This easement shall bind and run with the title to the Property and, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This easement may only be assigned, or otherwise inure, to the City of Fountain Inn, and the obligations contained in this easement shall be binding.

TO HAVE AND TO HOLD all and singular the right to the Grantee, its successors and assigns, and the Grantor hereby binds the Grantor and Grantor's heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee herein, its successors and assigns, against themselves and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

[Signatures on following page]

IN WITNESS WHEREOF the hand and se day of, 2023.	al of Grantor herein has hereunto been set this
SIGNED, sealed and delivered in the presence of:	
	GRANTOR:
	THE SCHOOL DISTRICT OF GREENVILLE COUNTY
	By: Carolyn Styles Its: Chair, Board of Trustees
STATE OF SOUTH CAROLINA )	
COUNTY OF GREENVILLE )	ACKNOWLEDGEMENT
by and through its authorized representative, a	reby certify that The School District of Greenville County, as Grantor personally appeared before me this
	owledged ubecale cution of the foregoing instrument.
withess my hand and sear this	day of, 2023.
	Notary Public for South Carolina My commission expires:

#### **EXHIBIT A**

## (PROPERTY DESCRIPTION)

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Tract A, containing 12.807 acres, more or less, as shown on plat entitled "Survey for Willard W. Banks and Linda R. Banks" prepared by Smith Surveyors, Inc., dated March 21, 2011 and recorded June 30, 2011, in the Register of Deeds Office for Greenville County, SC, in Plat Book 1121 at Page 79, reference being made hereto to said plat the exact metes and bounds thereof.

This being a portion of the same property conveyed to the Grantor by Deed from Willard W. Banks and Linda R. Banks, dated June 30, 2011, and recorded June 30, 2011, in Deed Book DE 2390 at Pages 3038 the Office of the Register of Deeds for Greenville County, SC.

#### TMS# 0355000100604

Also; All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as 26.279 acres, more start, as shown on plat entitled "Survey for Bonnie G. Thackston" prepared by Smith Surveyors, Inc., dated March 21, 2011 and recorded June 30, 2011, in the Register of Deeds Office for Greenville County, SC in Plat Book 1121 at Page 80, reference being Interaction to said plat for the exact metes and bounds thereof.

This being a portion of the same property conveyed to the Grantor by Deed from E. Shell Thackston and Bonnie G. Thackston, dated June 30, 2011, and recorded June 30, 2011, in Deed Book DEt28390es 3745748 in the Office of the Register of Deeds for Greenville County, SC.

#### TMS# 0355000100500

Also; All those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Tract B containing 5.030 acres, more or less, and Tract C, containing 2.137 acres, on Quillen & Menue as disclosed on plat entitled "Summary Plat Survey for William Benson McWhite Life Estate" prepared by Smith Surveyors, Inc., dated March 21, 2011 and recorded August 4, 2011, in the Register of Deeds Office for Greenville County, SC in Plat Book 13 2 Page 66, reference being made hereto to said plat for the exact metes and bounds thereof.

This being the same property conveyed to the Grantor by Deed from William Benson McWhite, William E. McWhite and Mark A. McWhite, dated June 12, 2011, and recded August 4, 2011, in Deed Book DE 2392 at Pages 1282/286 in the Office of the Register of Deeds for Greenville County, SC.

#### TMS#(s) Portion of 0355000100700 and 0355000100603

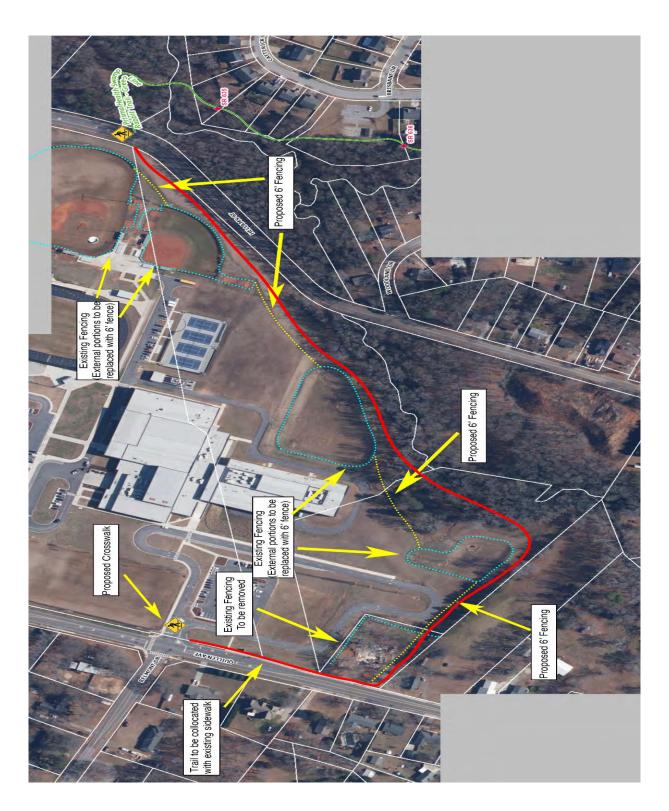
Also; All that certain piece, parcel or tract of land situate, lying and begin the State of South Carolina, County of Greenville, being shown as "Tract A" and "Tract A1" on a plat of survey for William Benson McWhite, dated March 21, 2011 and recorded August 4, 2011 in Plat Book 1123 at Page 66, in the Register of Deeds Office Greenville County, SC, reference to said plat is hereby craved for a more complete and accurate description thereof.

LESS and except that portion of property (0.038 acres, more or less) conveyed to the South Carolina Department of Transportation, its successors, and assigns, in that certain Deed dated January 15, 2020, and recorded January 23, 2020, in Book DE 2585 at Page 5286, in the Office of the Register of Deeds for Greenville County, South Carolina.

This being the same property conveyed to Grantor by Deed from David L. Coker, Sr. and Rhonda D. Coker by Deed dated March 11, 2021, and recorded March 11, 2021, in Deed Book DE 2618 at Pages 282223 in the Office of the Register of Deeds for Greenville County, SC.

Portion of TMS# 0355000100700

## EXHIBIT B (TRAIL ROUTE)



STATE OF SOUTH CAROLINA ) AFFIDAVIT FOR
COUNTY OF GREENVILLE ) 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 being transferred known as the Trail Easement Area bearing a portion of Greenville County TMS#(s) 0355000100604, 0355000100500, 0355000100603 and 0355000100700 was transferred by The School District of Greenville County, to Upstate Greenways and Trails Alliance on
3. Check one of the following: The deed is
<ul> <li>(a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.</li> <li>(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 a distribution to a trust beneficiary.</li> <li>(c) _XX exempt from the deed recording fee because (See Information section of affidavit): Item (1)</li> </ul>
(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 \$00.00.
- (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 \$.

ained on the land, teneration 12-59-140(E)(6), a sion which may subsect or agreement between	rance existed on the land, ment, or realty after the ny lien or encumbrance on quently be waived or een the lien holder and the nding balance of this lien or
ws:	
ove here:	\$00.00
ove here:	-0-
)	
e result here:	\$00.00
mount listed on Line 6	δ(c) above and the deed
te that I am a responsib	ble person who was
	llfully furnishes a false or must be fined not more oth.
COUNTY	
23	
	ained on the land, tene ton 12-59-140(E)(6), a sion which may subsent or agreement between amount of the outstands.  We see amount of the outstands.  We result here:  In this affidavit who with and, upon conviction, ore than one year, or become than one year, or become the country.

Notary (printed name):	_
------------------------	---

#### INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty.' Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) 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 constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as 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 the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, 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. "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;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (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 Powers Act.

FREDM

Know what's **below**.

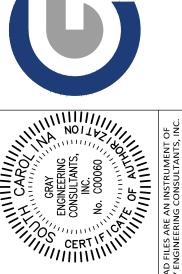
Call before you dig.

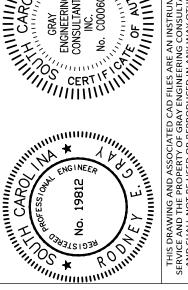
<u>UTILITY NOTE TO CONTRACTOR</u>
IE UTILITIES SHOWN ARE FOR THE CONTRACTOR'S CONVENIENCE ONL'

THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

Engineering

132 PILGRIM ROAD · GREENVILLE, SC 29607
PH: (864) 297-3027 · FAX: (864) 729-8747
WWW.GRAYENGINEERING.COM





BERRY ESTATES TH SUBDIVISION)

MULBERR' (SFR & TH SU

SCALE: AS NOTED
PROJECT MANAGER: REG
DRAWN BY: CJR
PROJECT DATE: 7/8/21
JOB No.: 2021063
PLOT DATE:

PLOT DATE:

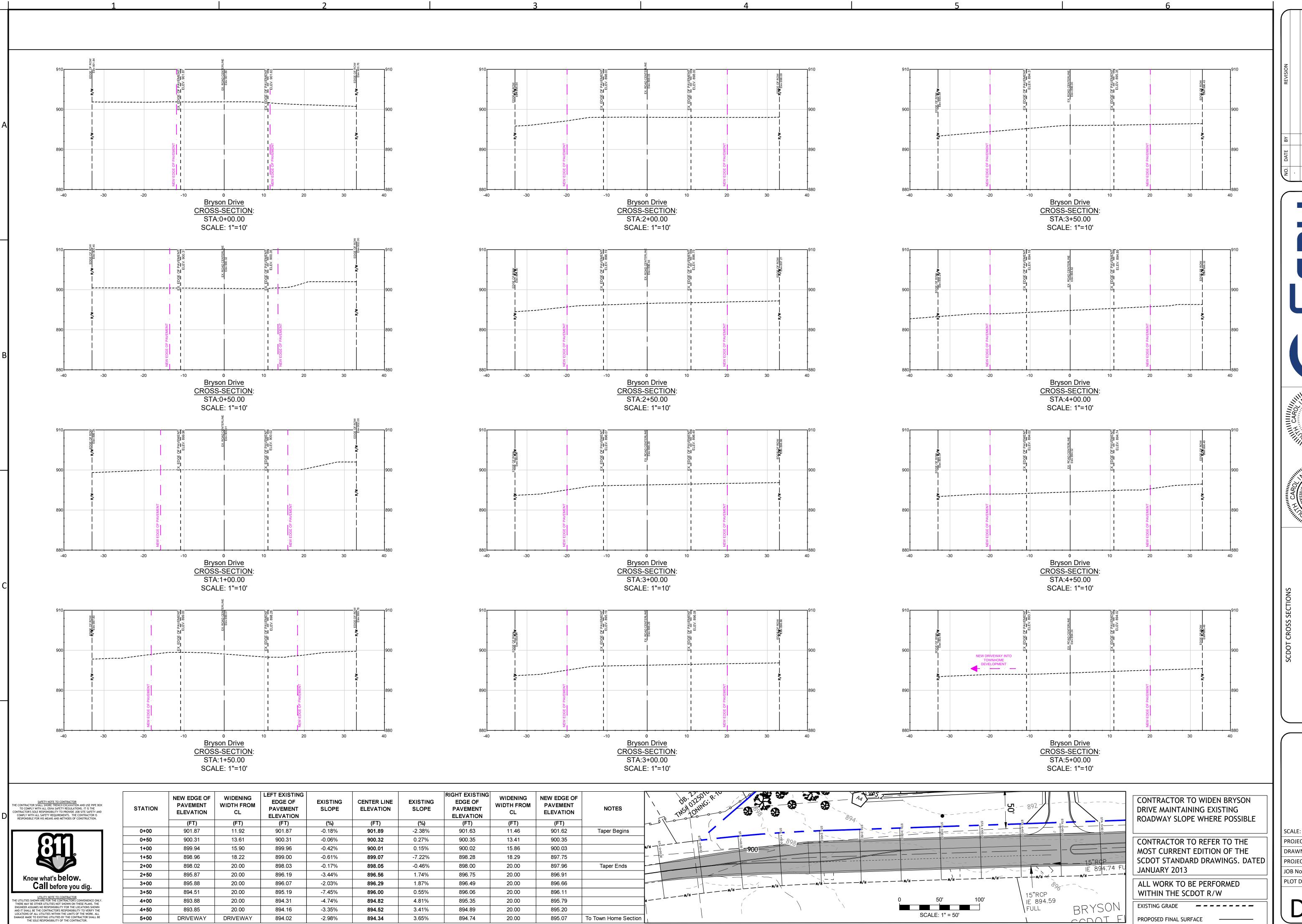
SHEET

OT-1

SETBACK

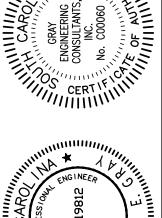
וטע - .

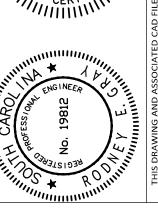
SCALE: 1" = 50'





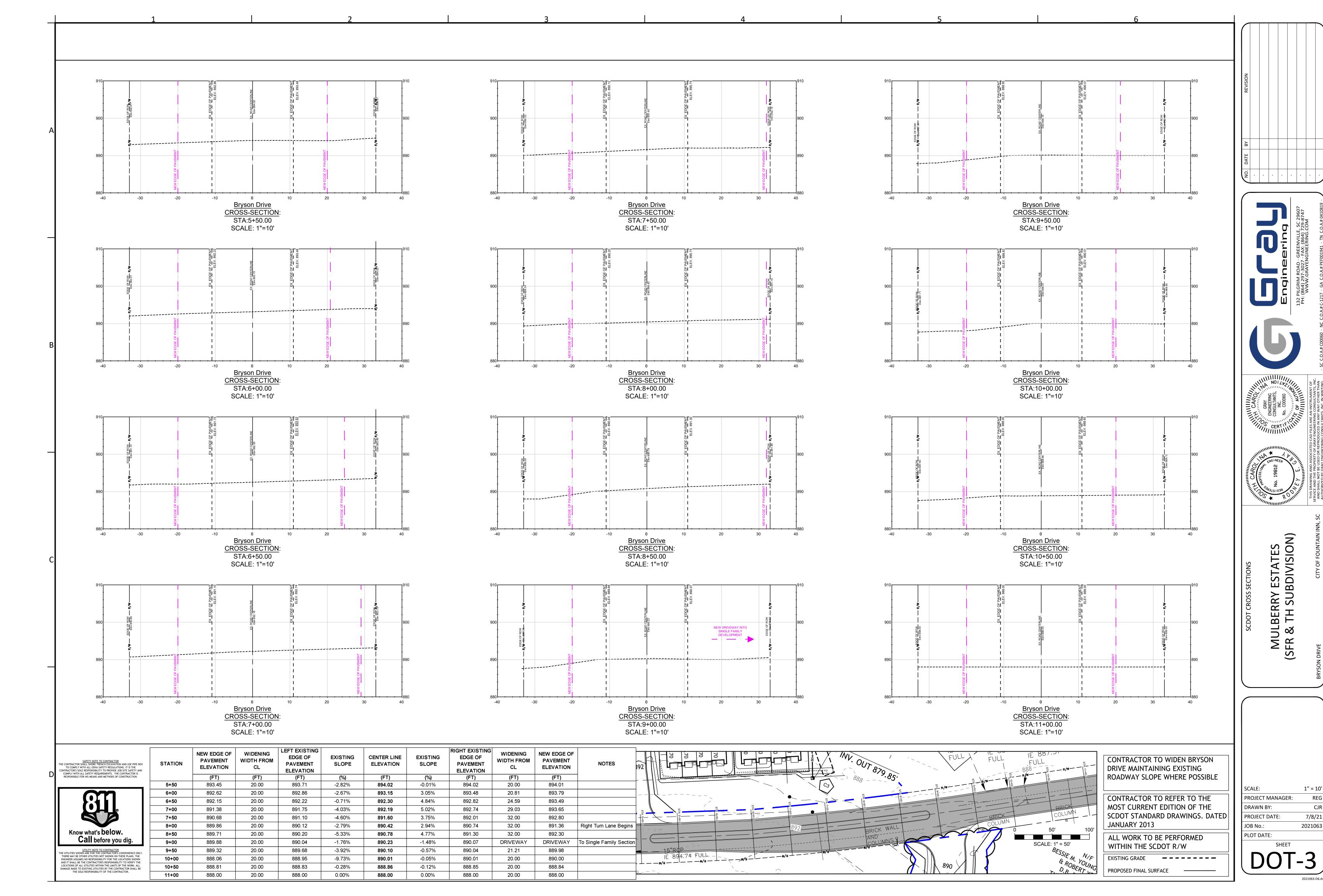


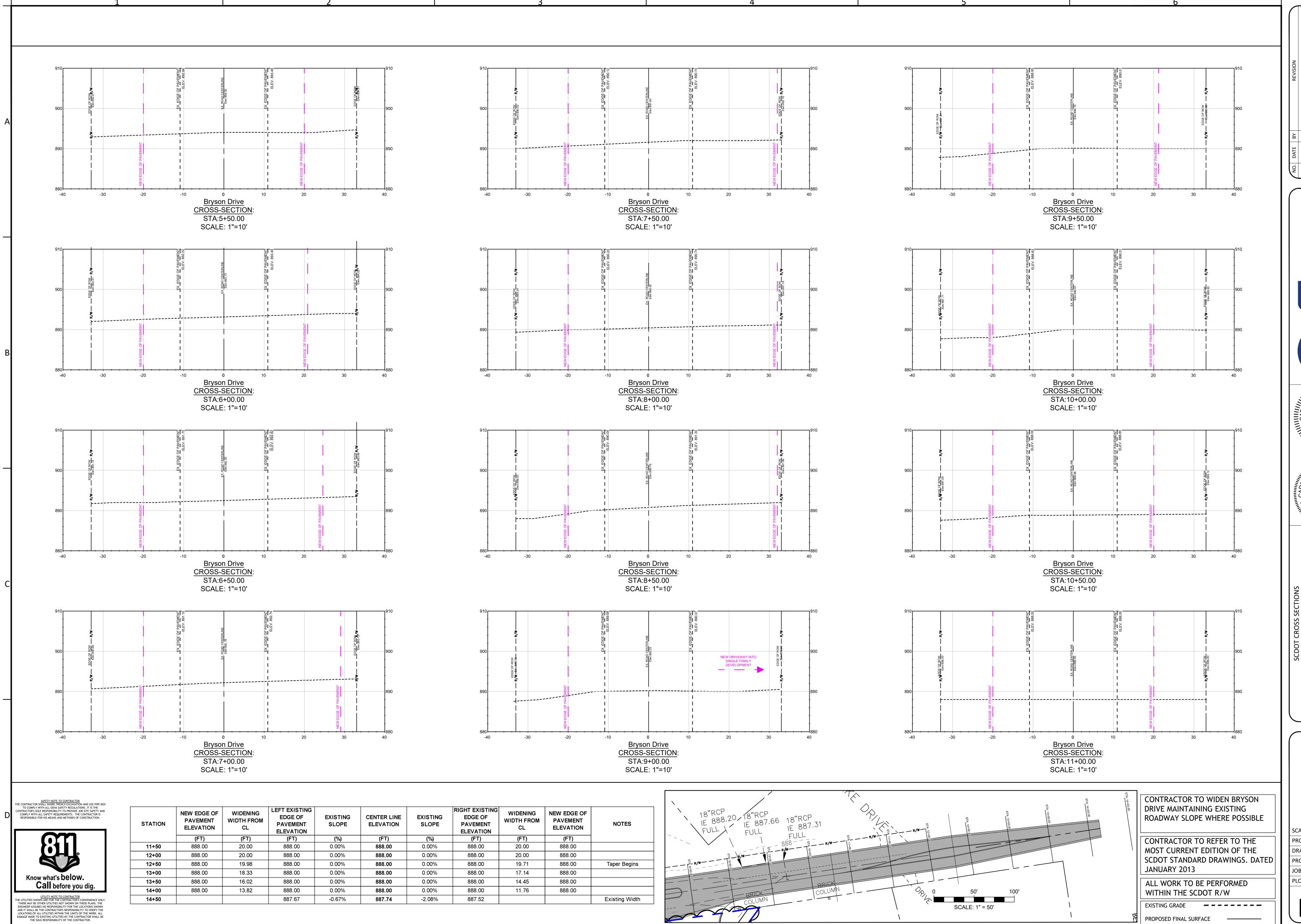




MULBERRY ESTATES (SFR & TH SUBDIVISION)

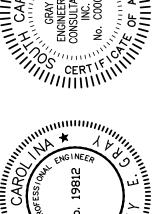
<b>፤</b> :	1" = 10'
ECT MANAGER:	REG
VN BY:	CJR
ECT DATE:	7/8/21
lo.:	2021063
DATE:	
SHEET	
_	_

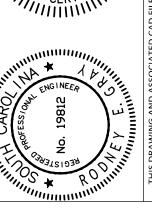












MULBERRY ESTATES SFR & TH SUBDIVISION)

PROJECT MANAGER: DRAWN BY: PROJECT DATE: 2021063 PLOT DATE:



### **Crossing Treatments for the Upstate**

Case Study: Prisma Health - Swamp Rabbit Trail

Segments North of Greenville, SC

8/17/2022 Version



# Review of FHWA Guide

#### **FHWA Tables**

#### **Countermeasure Factors**

- Traffic Volume Per Day
- Speed Limit
- Number of Travel Lanes / Crossing Distance

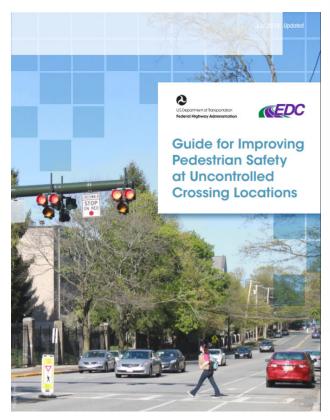


Table 1. Application of pedestrian crash countermeasures by roadway feature.

		Posted Speed Limit and AADT																								
	Vehicle AADT <9,000								Vehicle AADT 9,000-15,000									Vehicle AADT >15,000								
Roadway Configuration	≤30 mph			35 mph			≥40 mph		≤30 mph		35 mph		ph	≥40 mph		h	≤30 mph		h	35 mph		≥40 m		ıpl		
2 lanes (1 lane in each direction)	4	5	6	7	5	6 9	1	5	6	4	5	6	7	5	6 9	1		6	<b>0</b> 4 7			① • !	5 6		5	6
3 lanes with raised median (1 lane in each direction)	4	5	3	7	5	9	1	5	0	① 4 7	5	3	1	5	0	0	5	-	D	5	9	1	6		5	6
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	4 7	5	3 6 9	7	5	6 9	1	5	6 0	1 4 7	5	3 6 9	1	5	6 0	1	5	6	D 4 7	5	5	1	6 6	5	6	•
4+ lanes with raised median (2 or more lanes in each direction)	7	5 8	9	7	5 8	9	0	5 8	0	0 7	5 8	9	1	5 8	0	0	5		_	5 8			6		5 8	6
4+ lanes w/o raised median (2 or more lanes in each direction)	7	5 8	6 9	① 7	5 8	0 9	1	5 8	0 0	0	5 8	0 9	1	5 8	0 0	1	5 (	3	D	on A	3		6 6		5 8	

Given the set of conditions in a cell,

- # Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
- Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.
- Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.\*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

- High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
- 2 Raised crosswalk
- 3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
- 4 In-Street Pedestrian Crossing sign
- 5 Curb extension
- 6 Pedestrian refuge island
- 7 Rectangular Rapid-Flashing Beacon (RRFB)\*\*
- 8 Road Diet
- 9 Pedestrian Hybrid Beacon (PHB)\*\*

<sup>\*</sup>Refer to Chapter 4, 'Using Table 1 and Table 2 to Select Countermeasures,' for more information about using multiple countermeasures.

<sup>\*\*</sup>It should be noted that the PHB and RRFB are not both installed at the same crossing location.

This table was developed using information from Zegeer, C.V., J.R. Stewart, H.H. Huang, P.A. Logerwey, J. Feaganes, and B.J. Campbell. (2005). Safety effects of marked versus unmarked crosswalks at uncontrolled locations: Final report and recommended guidelines. FHWA. No. FHWA-HRT-04-100, Washington, D.C.; FHWA. Manual on Uniform Traffic Control Devices, 2009 Edition. (revised 2012). Chapter 4F, Pedestrian Hybrid Beacons. FHWA. Washington, D.C.; FHWA. Crash Modification Factors (CMF) Cleaninghouse. http://www.crnticlearinghouse.org/; FHWA. Pedestrian Softly Guide and Countermeasure Selection System (PEDSAFE). http://www.pedibiscoste.org/PEDSAFE). Pageer, C. Lyon, E. Ferguson, and R. Van Houten. (2017). NCHRP Report 841: Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments. Transportation Research Board, Washington, D.C.; Thomas, Thirsk, and Zegeer, (2016). NCHRP Synthesis 498: Application of Pedestrian Crossing Treatments for Streets and Highways. Transportation Research Board, Washington, D.C.; and personal Interviews with selected pedestrian safety practitioners.

SCDOT District 3 Standard		<1,000	) AADT		1,	000 - 9,	000 AAD	T	9,	000-15,	000 AAD	т	>15,000 AADT					
	1-2 Land	e Route	>2 Lane	>2 Lane Route		e Route	>2 Lane	Route	1-2 Land	Route	>2 Lane	Route	1-2 Lane	e Route	>2 Lane Route			
Trail Crossing Categories	<=35mph	>35mph	<=35mph	>35mph	<=35mph	>35mph	<=35mph	>35mph	<=35mph	>35mph	<=35mph	>35mph	<=35mph	>35mph	<=35mph	>35mph		
1 - High Visibility Crossing (i.e. Old Buncombe in TR)	х																	
2 - High Visibility Crossing + (i.e. Old Buncombe - Furman)		х	x	x	х				х									
3 - RRFB, or Similar (i.e. Roe Ford near Furman)						х	x			х	х		x					
4 - Signal, PHB, etc. (i.e. Sulphur Spings)								×				x		x	x			
5- Grade Separated (Interstates, and other High Volume/Speed Primary Routes)																x		

#### **CATEGORY 1:** High Visibility Crossing

Roadway: Set of X-Walk Signs, and Ladder Crosswalk / Trail: Yield Signs, and Yield Tracks

#### **CATEGORY 2:** High Visibility Crossing +

Roadway: High Visibility with Advanced Signage / Trail: Stop Signs and Stop Bar

#### **CATEGORY 3:** RRFB, or Similar

Roadway: High Visibility Plus+ with RRFB, Yield Tracks, and Yield Here to Ped Sign / Trail: High Visibility Plus+ with Push Button and Signage

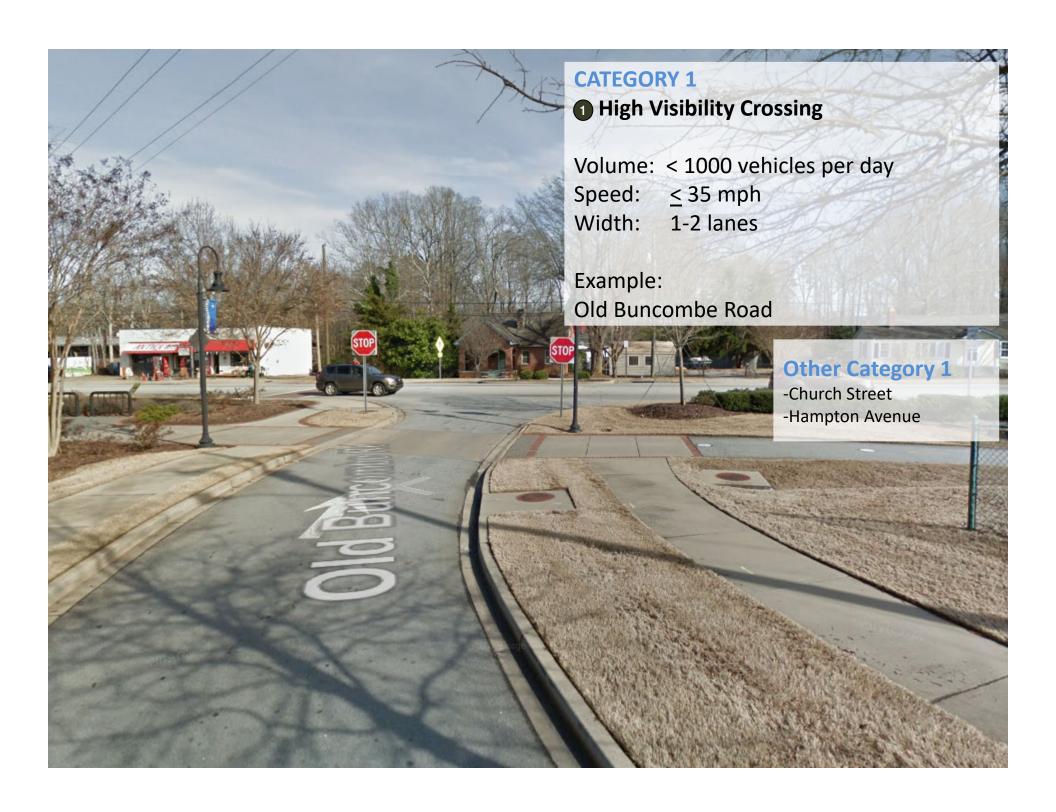
#### **CATEGORY 4: Signal, PHB, etc.**

Roadway: High Visibility Plus+ with Signal, Stop Bar, and Signal Ahead Signs / Trail: High Visibility Plus+ with Push Button and Ped Heads, or RYG Signal

#### **CATEGORY 5: Grade Separated**

Roadway: Site Specific Bridge, Culvert, etc. design will be required/ Trail: Typically free flow, no stop condition

# Examples











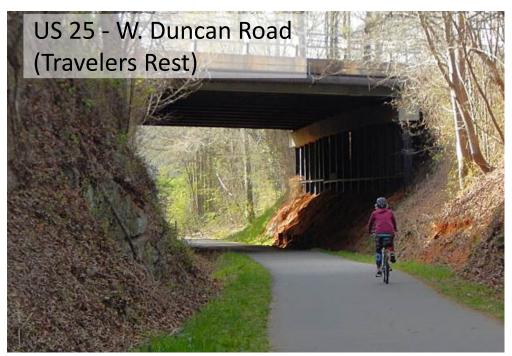












### **CATEGORY 5:** Grade Separated

Volume: > 15,000 vehicles per day

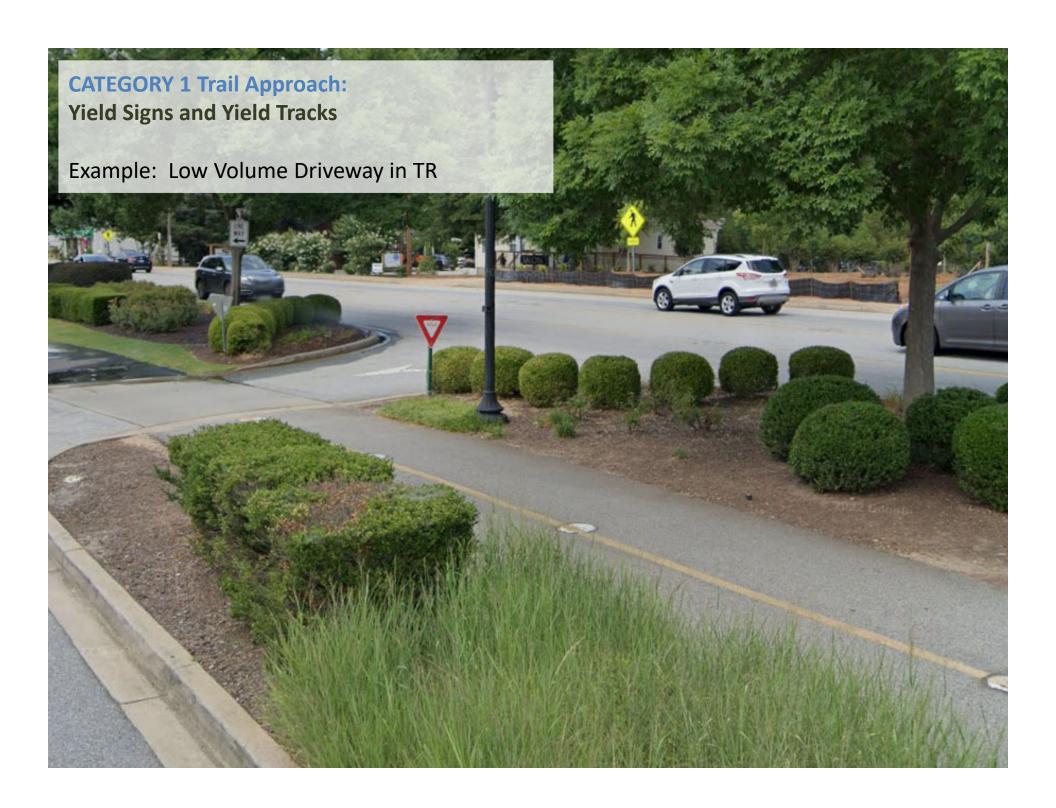
Speed: > 40 mph Lanes: > 4 Lanes

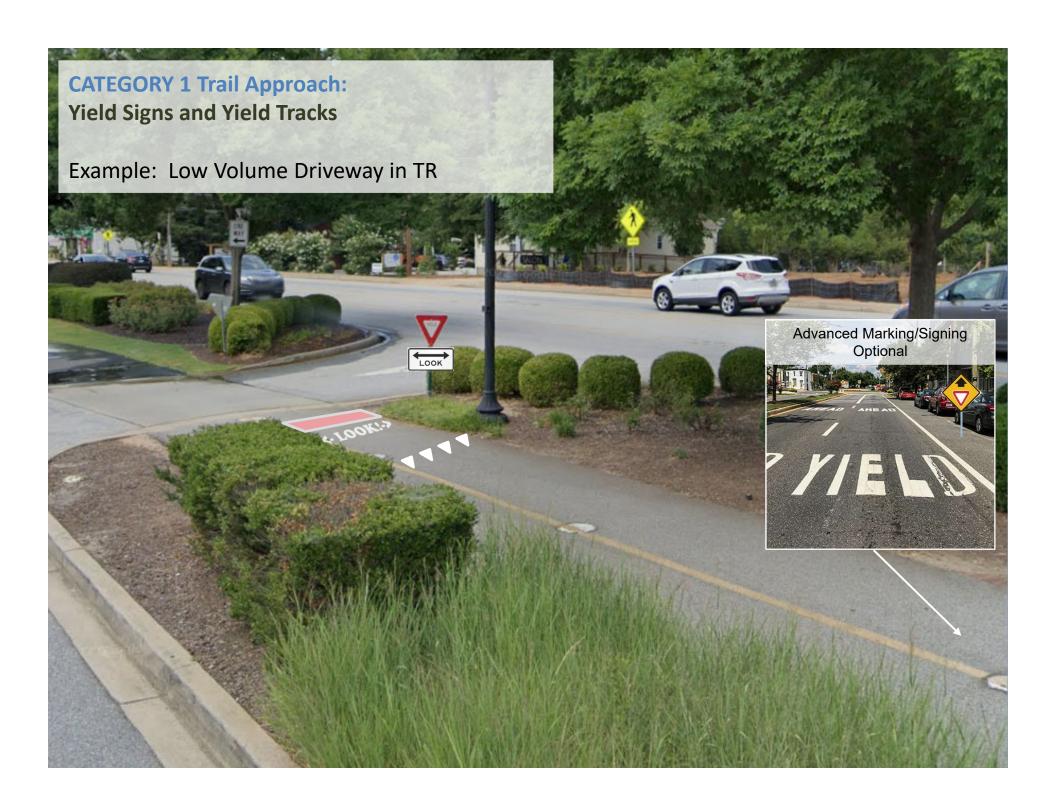
Examples: US 25, S. Main Street and River Street

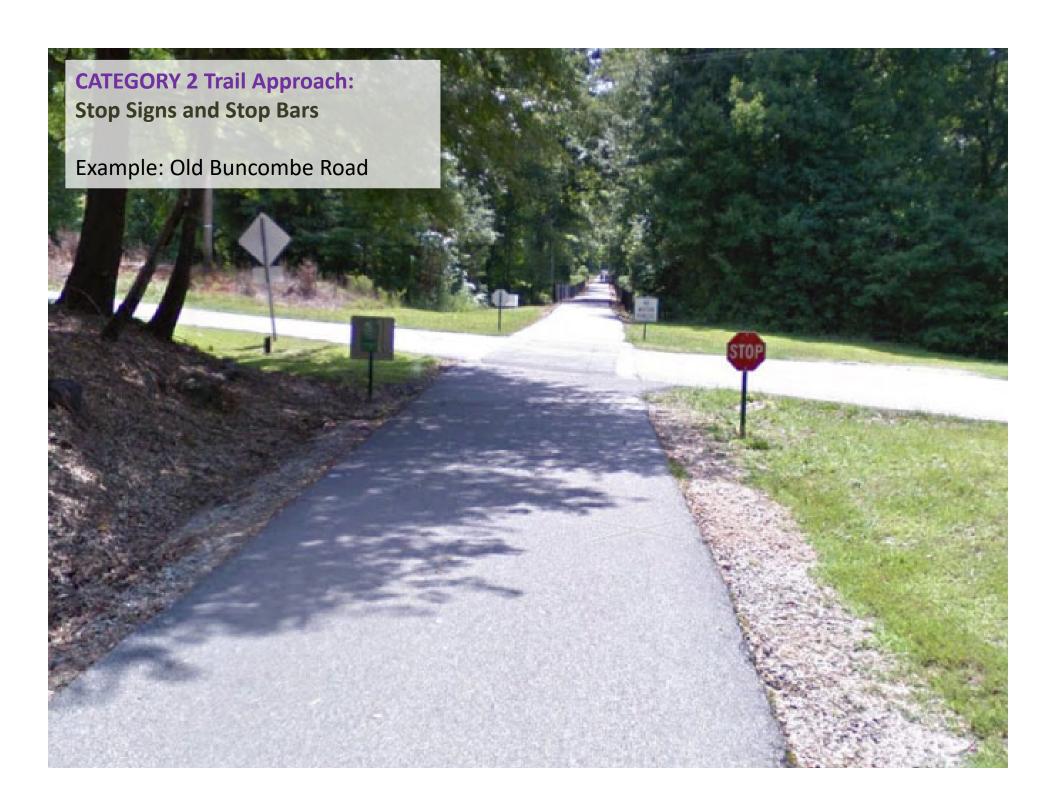




# Trail Approach Treatments









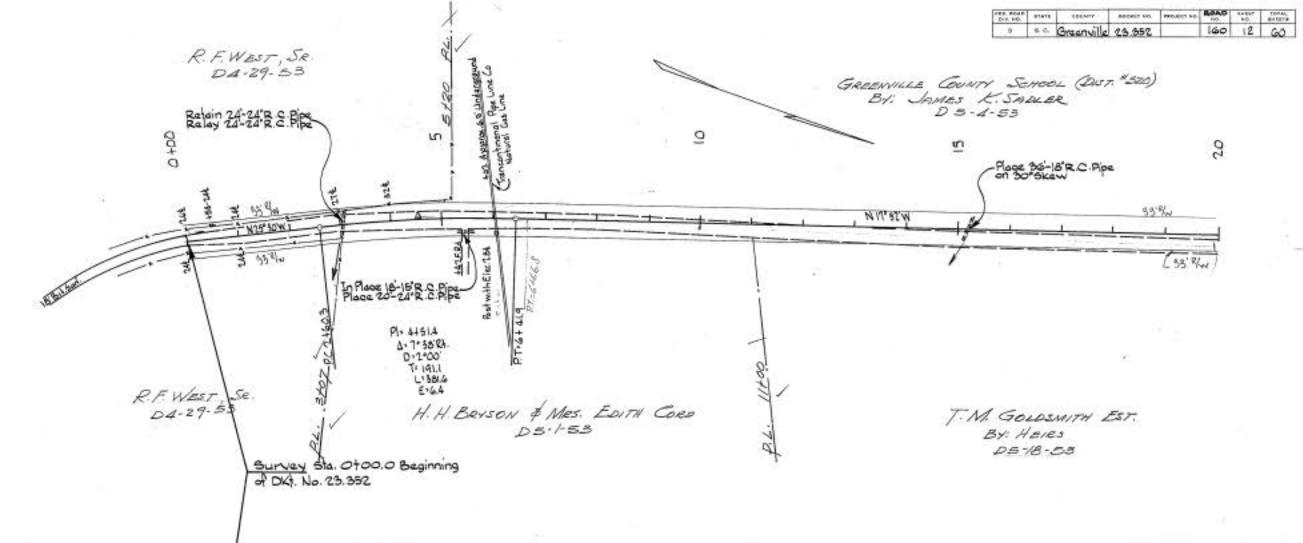










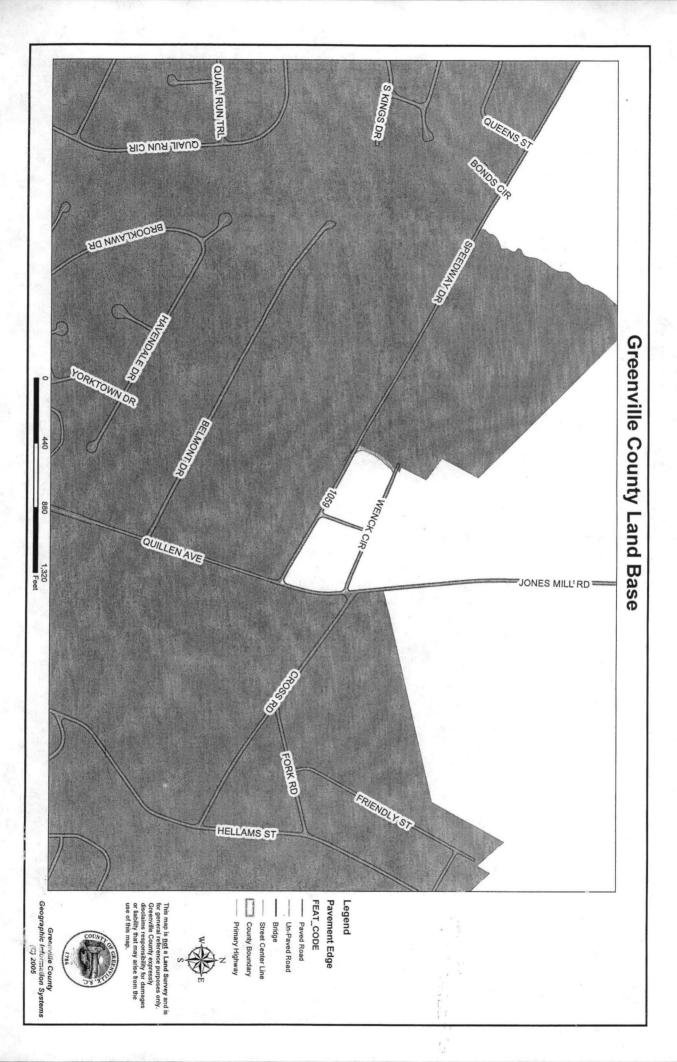


# County of Greenville County Road Inspection Report

Original Inspection Data	<u>Data Updates</u>	Paving History
Date 2-10-81 Rd No G-432	AS400 CRT 2-10-81/6-22-98	Paved/
Road Name Speedway Drive	RoadPav	Cost//
Accepted by County Council 4-8-81	Sector Map <u>2-10-81</u>	Contractor
Deleted from Inventory	Name Change	Type (Rehab. Reconstruction, Full Depth)
Tax Map No 0556.01	Relinquished	Fabric
Council Dist 27 Maint Fac SOU	Annexed (nn (1,060')	Length/
Inspector J. P. Ashmore		Width//
Note	Note this parking needs new number.	Note
Current Inspection and Road Data	<b>Utility and Services</b>	<u>Data</u>
Date//	Fire district	
Inspector V. Bell /	Sewer	
Sector Number <u>G-432</u>	Water	
Road Name SPEEDWAY DRIVE	Telephone	
From S-191 Quillen Avenue	Electric	
To Wench Circle	Note	
Subdivision/Community Fountain Inn	Subd. File No <b>Sec</b>	G-196 (3,468')
Right-of-Way Data		
Prescription	Ordinance	
Petition	Dedication	
Right-of-Way 36 D/D	, M, A	
Surface Type AC	Surface Width	
Deed Book	Plat Book	
Notes	Notes	

# Road Name Change Data

Old Name		New Nam	e <u>-                                     </u>
Old Description		То	
New Description		To	
Reason For Correction	/Change		<u>.</u>
Short Form	Long Form How	many roads (	does this change affect
Request: By		For	
Date: App. Initiated _	Signed		Researched
Date: Public Hearing	PSPD	Ap	proved by Council
Recommendation		1.	
Road Abandonme	nt'Data		
Description	the state of the s	- -	
Requested: By	A State of the Arm	For	
Date: App. Initiated _	Signed		Researched
Date: Public Hearing	PSPD	Арј	proved by Council
Recommendation			dig King of County Co
Annexation Data  Municipality			Road No.
		Description	
Bridge Data	en de la companya de La companya de la companya de		to the second se
Bridge Name		· .	Bridge No
			Note
Railroad Crossing Railroad Company Na	•		mark in the state of the state
Description		· 1 · 4 · • ½ } ·	Chippin Spring
	\$ \tag{7} \tag{25} \tag{25}		The state of the s



DEVLIN & PARKINSON, P.A.

ATTORNEYS AT LAW

630 EAST WASHINGTON STREET, SUITE A-I
POST OFFICE BOX 10387
GREENVILLE, SOUTH CAROLINA 29603-0387
www.devlinparkinson.com

Copy in Fountain lan & Speedwar file road file PHONE (864) 242-4050

(864) 242-3252

FAX (864) 242-4277

CHRISTOPHER R. ANTLEY

E. BROWN PARKINSON, JR.

JOHN R. DEVLIN, JR.

February 4, 2004

Mr. V. Scott Suthard Senior Claims Representative Insurance Reserve Fund P. O. Box 11066 Columbia. SC 29201 Ms. Judy Wortkoetter County Engineer Greenville County 301 University Ridge, Suite 3800 Greenville, SC 29601

RE:

Mary Howard vs. Greenville County

IRF Claim No.:

02695

C.A. No.:

2002-CP-23-5216

My File No.:

2003.0041

Dear Scott and Judy:

Please find enclosed a copy of the jury's verdict, as well as the Court's Order disposing of the case pursuant to the jury's verdict. I am pleased that we were able to procure a good outcome and that the jury had a very short deliberation before returning a verdict in favor of Greenville County. I would also like to thank Judy Wortkoetter for her exemplary performance on the stand. She serves Greenville County well.

If you have any questions about this case, please do not hesitate to give me a call. I will keep you abreast of any attempts by Mary Howard's attorneys to appeal the decision. However, for now, I think that we can be satisfied on a job well done.

With kind regards, I remain

CRA\llk

Enclosure

cc: Mark A. Tollison, Esq.

DECLIVED

FEB **5** 2004

ENGINEERING

## **COUNTY OF GREENVILLE**

CASE NO .: 2002 - CP - 23-5216

IN THE COURT OF COMMON PLEAS

Many Howard	Count of Liverille
PLAINTIF(S)	DEFENDANT(S)
CHECK ONE:	2.5 2.5
[ JURY VERDICT. This action came before the correndered.	ourt for a trial by jury. The issues have been tried and a verdict
[ ] DECISION BY THE COURT. This action came to and a decision render	trial or hearing before the court. The issues have been tried or heard red.
[ ] ACTION DISMISSED (CHECK REASON):	[ ] Rule 12(b), SCRCP; [ ] Rule 41(a),
SCRCP (Vol. Nonsuit); [ ] Rule 43(k), SCRCP	(Settled); [ ] Other:
[ ] ACTION STRICKEN (CHECK REASON):	[ ] Rule 40(j) SCRCP; [ ] Bankruptcy:
[ ] Binding arbitration, subject to right to restore to cor	nfirm, vacate or modify arbitration award;
PT IS ORDERED AND ADJUDGED: [ ] See attac	thed order; [ ] Statement of Judgment by the Court:
•	
Dated at Greenville, South Carolina, this 22	day of
Court Reporter: Mary Sprague	3k Mill
Pl	residing judge - 2004
This judgment was entered on the 22 day of	_, 2003, and a copy mailed first class this 2 day of
2003 to attorneys of record or to parties (when	n appearing pro se) as follows:
0 8009	
<b>A</b>	Δ. Δ.
Emmet Salube - Johnkan	of John Devlin Chris horley
ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)
80 3- 360 93	- 864-354-544S

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS		
COUNTY OF GREENVILLE	CASE	NO.: 2002-CP-23-5216	
Mary Howard,  Plaintiff,	)		
vs.	)	VERDICT	
County of Greenville,  Defendant.	) ) _)		
Instructions: Mark the appro Each response must be una	priate resp nimous.	onse to the following questions.	
1. Do you find that the Defenda a proximate cause of the Plan	ant, Greenv intiff's injur	ille County, was negligent and that its negligence was ries and damages?	
	Yes	If yes, GO TO QUESTION 2.	
	No	If no, STOP AND DO NOT DELIBERATE FURTHER.	
2. Do you find that the Plaintif proximate cause of her own	f, Mary Ho injuries and	ward was negligent and that her negligence was a damages?	
	Yes	If yes, GO TO QUESTION 3.	
	No	If no, GO TO QUESTION 4.	
3. If you answered YES to Qu this question:			
Taking the combined neglige Plaintiff's injuries as one hur percentage of that negligent and what percentage is attripercentages must add up to	ndred perce ce is attribu butable to t	ent (100%), what table to the Plaintiff	
Plaintiff		%	
Defendant		%	
Total 1	100 %		

If the Plaintiff's percentage of the combined negligence is greater than 50%, STOP AND DO NOT DELIBERATE FURTHER.

If the Plaintiff's percentage of the combined negligence is 50% or less, GO TO QUESTION 4.

4. Please state the TOTAL amount of damages, if any, sustained by the Plaintiff:

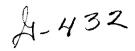
S	}	
-		 

Note: If your answer to Question 2 was yes, **DO NOT REDUCE** the Plaintiff's damages above by the percentage of negligence attributed to her in Question 3. In other words, disregard Question 2 and Question 3 when you answer this question.

January 22, 2004

Signature of Foreperson

When you have completed this questionnaire, notify the bailiff.





# County of Greenville

"... At Your Service"

Shelvis Gambrell Administrative Assistant Engineering/Maintenance Division (864) 467-7010

January 9, 2004

Devlin & Parkinson, P.A. 630 E. Washington Street, Suite A-1 P.O. Box 10387 Greenville SC 29603-0387

Re:

Mary Howard vs. Greenville County

C.A. No.:

2002-CP-23-5216

Date of Loss:

8-26-00

Your File No.

2003.0041

Dear Mr. Antley:

Please find enclosed a copy of Judith F. Wortkoetter's errata sheet which shows the changes that she deems necessary. Feel free to contact our office @ (864) 467-7010 if you have any further questions.

Sincerely,

Shelvis Gambrell

Administrative Assistant

### SIGNATURE

I have read the foregoing deposition and confirm that it is a true and accurate transcript of my testimony. Any errors I may have noticed have been listed below and returned to the court reporter for checking against the tapes.

JUDITH F. WORTKOETTER

Date: 1-9-04

Page Line Correction Reason for Change

17 9 remove the first "not" clarify/correct statement.

Re: Howard vs. County of Greenville 12-11-03

gm

301 University Ridge Suite 3800 Greenville SC 29601 (864) 467-7016 (Main Office) (864) 467-7161 (Fax)





TO:	CHRIS ANTLEY		FROM:	SHELVIS GAN	MBRELL	
FAX:	(864) 242-4277		PAGES:	: 2 INCLUDING	COVER	
					ja S	
PHONE:	(864) 242-4050		DATE:	1-9-03		
RE:	DEPOSITION FROM JUI	OY WORTKOETTER	CC:			R.
□ Urge	nt □ For Review	☐ Please Comn	nent	☐ Please Repl	y [	□ Please Recycle
• Comr	nents				٠	
THE HA	RD COPY IS IN THE MAIL	1.007	-C0	)- 23-1	5216	<b>o</b>



## DEVLIN & PARKINSON, P.A.

ATTORNEYS AT LAW 630 EAST WASHINGTON STREET, SUITE A-I

POST OFFICE BOX 10387

JOHN R. DEVLIN, JR. E. BROWN PARKINSON, JR.

GREENVILLE, SOUTH CAROLINA 29603-0387 www.devlinparkinson.com

PHONE (864) 242-4050 (864) 242-3252 FAX (864) 242-4277

CHRISTOPHER R. ANTLEY

January 8, 2004

Ms. Judy Wortkoetter County Engineer Greenville County 301 University Ridge, Suite 3800 Greenville, SC 29601

RE: Mary Howard vs. Greenville County

C.A. No.:

2002-CP-23-5216

Date of Loss:

08-26-00

My File No.:

2003.0041

Dear Judy:

Please find enclosed a copy of your deposition, along with an errata sheet for you to make any changes that you deem necessary. I would appreciate it if you would complete this sheet and return it to me by Monday, January 12th so I may inform the court reporter of any changes. I would also appreciate it if you would let me know if the deposition will stand as is.

I look forward to hearing from you soon.

With kind regards, I remain,

Christopher R. Antle

CRA\lik

**Enclosures** 

CC:

Mr. V. Scott Suthard (IRF Claim No.: 02695)

ENGINEERING

STATE OF SOUTH CAROLINA	) COURT OF COMMON PLEAS ) C/A No. 02-CP-23-5216
Mary Howard,  Plaintiff,  v.  County of Greenville,  Defendant.	COPY

DEPOSITION OF

# JUDITH F. WORTKOETTER

\*\*\*\*\*

Thursday, December 11, 2003 10:17 a.m. - 10:41 a.m.

The deposition of JUDITH F. WORTKOETTER, taken on behalf of the Plaintiff at the law offices of Devlin & Parkinson, P.A., 630 East Washington, Suite A-1, Greenville, South Carolina, on the 11th day of December, 2003 before Ginger E. Mills, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition.

#### APPEARANCES:

John D. Kassel, Esquire
Attorney at Law
1703 Richland Street
Columbia, South Carolina 29201
Attorney for the Plaintiff

Christopher R. Antley, Esquire
Devlin & Parkinson, P.A.
Post Office Box 10387
Greenville, South Carolina 29603
Attorney for the Defendant

Also Present: James D. Stenhouse

#### INDEX

MS. WORTKOETTER:	PAGE
MR. KASSEL EXAMS Signature Sheet Certificate	21
<u>exh</u>	IIBITS
Plaintiff's Exhibit Number	
(Greenville County Mowing Plaintiff's Exhibit Number (Greenville County Mowing County	er Two 16

#### STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

It is stipulated by and between counsel and the witness that the reading and signing of the following deposition be, and the same are, hereby not waived. Signature sheet is attached to the deposition at page 20.

- JUDITH F. WORTKOETTER, having been duly sworn,
  deposes and testified as follows:
- 3 MS. WORTKOETTER EXAMINATION BY MR. KASSEL:
- 4 Q: Can you start by giving us your full name?
- 5 A: Judith Freeman Wortkoetter.
- 6 Q: Okay. What kind of name is Wortkoetter?
- 7 A: German.
- 8 Q: And where are you employed?
- 9 A: With Greenville County.
- 10 Q: And your occupation?
- 11 A: Civil engineer.
- 12 Q: You've been with the County how long?
- 13 A: Nine years.
- 14 Q: What is your position or title?
- 15 A: County Engineer.
- 16 Q: County Engineer. And what are your duties?
- 17 A: I am responsible for the engineering and
- maintenance division, a total of 80 employees.
- 19 Approximately 65 of those are maintenance and
- 20 the other are engineering and technicians.
- 21 Q: Is part of your job as civil engineer or county
- 22 engineer, do you get involved in issues of
- visibility at intersections?
- 24 A: To some degree, yes.
- 25 Q: Can you explain what your involvement would be?

1	<b>A</b> :	We would get a call or a complaint that there's
2		over growth at an intersection or a location,
3		usually those are referred to our traffic
4		engineer who would send out a letter asking
5		them to trim that back, if she does find that
6		it is a sight problem. She would go out and
7		investigate it.
8	Q:	Who is the traffic engineer?
9	A:	Hesha Nesbitt.
10	Q:	The first name is?
11	A:	Hesha, H-E-S-H-A.
12	Q:	Okay. Is Ms. Nesbitt a degreed engineer?
13	A:	Yes.
14	Q:	Are you ever involved in determining whether an
15		intersection has proper sight distance?
16	A:	Personally involved or my staff involved?
17	Q:	Well, you personally involved.
18	A:	Rare.

- 19 Q: Are you competent, as the county engineer, to do that evaluation?
- 21 A: I could do that, if need be.
- Q: Okay. You have been designated as a 30(b)(6)

  deponent and in English I guess that means that

  under the South Carolina Rules of Civil

  Procedure the County has designated you to

1		speak on behalf of the County in response to
2		several specific topics that I have enumerated
3		in a deposition notice. Have you seen that
4		notice?
5	A:	Yes, sir.
6	Q:	Okay. Can you talk to these issues?
7	A:	Yes, I can.
8	Q:	Let me ask you about the first one which was
9		the dates when the grass and shrubs at the
10		intersection of Speedway Drive and Fountain Inn
11		Drive were mowed by Greenville County for ten
12		years prior to August 2000. Can you respond to
13		that?
14	A:	I can tell you we do not have that specific
15		data. We've gone back and checked. We did not
16		start a work management system until 2001 where
17		we started putting this information into the
18		computer. We have gone and we tried to check
19		our handwritten notes from that division and we
20		cannot find anything specific where that
21		information was written down.
22	Q:	What is the work management system now?
23	A:	We have something called CASS Works, which is
24		a standard package made by a firm for

government agencies to track work orders.

#### JUDITH F. WORTKOETTER

- 1 Q: And what would it tell you now about when grass
- 2 is cut there?
- 3 A: It can go back and tell us when we input dates
- 4 that said that was taken care of, when it was
- 5 mowed in those areas.
- 6 Q: Okay. Without ... so I understand you have no
- 7 records?
- 8 A: That's correct.
- 9 | Q: You've been with the County for nine years?
- 10 A: Yes.
- 11 Q: Do you have any information or testimony to
- offer about how frequently the grass was cut at
- 13 | that intersection?
- 14 A: Yes, sir.
- 15 | Q: Okay.
- 16 A: In 1994 we basically set up some routes that
- 17 | ... well, the routes were already there, but I
- 18 | insured that we stayed on those routes and that
- 19 our goal was to mow two to three times those
- 20 routes. Both these roads are on one of the
- 21 routes.
- 22 0: What are routes?
- 23 A: It's where we list the roads that, you know, we
- go around and mow on a regular basis.
- Q: Okay. And so in 1994 it was set up that these

- routes would be moved two to three times a year?
- 3 A: Yes.
- Q: Okay. And the intersection that we're talking about, which is Speedway and Fountain Inn, was on one of these routes?
- 7 A: Yes.
- 8 Q: Okay. Does the route have a name?
- 9 A: No. I don't know of a specific name.
- 10 Q: Okay.

14

15

- 11 A: I know we have snow routes with names and
  12 numbers, but I don't think we have it on the
  13 mowing.
  - Q: And how was it determined that they would be moved two to three times a year versus some other frequency?
- **A** : We have a certain limited number of staff. 17 18 dedicated 12 employees, county wide, to mowing and so we have 1600 miles of roads of which we 19 20 establish which of those roads, not in 21 subdivisions, but on the collector types 22 roads, those are the ones that are put on our 23 mowing list, it's a matter of number of so 24 employees, number of roads, how quickly can we 25 get through it.

1		5
1	Q:	Is the two or three times a year to cut the
2		grass at this particular intersection adequate
3		to maintain proper sight distance?
4	A:	I'm not sure I'm in a position to be able to
5		answer that.
6	Q:	Okay.
7	A:	I haven't ever gone out and measured the grass
8		to see how tall it's grown. I guess it depends
9		on the type of year; if it's a drought
10		condition, if it's a extremely, you know, rainy
11		season and then I'm not sure I could get added
12	ı	staff even if it was something that was a very
13		rainy season, if it grew more than the normal.
14		So I'm not sure I can make that determination
15		as to, based on this particular year, was it
16		adequate, was it not adequate.
17	Q:	Okay. Who would know whether it was adequate
18		or not? Would this gentleman here know that?
19		Tell me his name again. I'm sorry.
20	A:	That's Jim Stenhouse.
21	Q:	Stenhouse?
22	A:	Uh-huh (affirmative response).
23	Q:	And Mr. Stenhouse is who?
24	A:	He's the superintendent out there, but was not
25		the superintendent at the time of the event.

Now if you're just talking about in general or you're talking about that time frame, whether this was adequate.

Q: I'm talking about in general.

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

**A**:

In general. **A**: Again, I'm not sure i f matter of deciding whether it's adequate or It's that this is the number of roads we have and this is the staff we have, so whether adequate or not, that's the limitations that Greenville County has. We're not going to get more employees to do more ... to do ... to to dо more of this work. Council is cutting staff, not adding staff.

Q: Right. If it's not adequate what, if anything, would you as county engineer do about it? And by not adequate I mean it's creating a hazard for motorists that is now known to the department.

Well, first of all we ... we would have to be told that we're having continued problems. At this point in time we haven't gotten any major complaints that this location is more of a problem than anywhere else. Since we became routine we have gotten very few calls and complaints of people saying the grass needs to

- 1 be mowed more than before. Once we became 2 pretty routine I think we saw the number 3 complaints received drop from what we had 4 before.
  - Q: I want to make sure I understand what you're saying. When you say before, you're talking about ...
    - A: Before 1994.
- 9 Q: Okay.

5

6

7

8

21

22

23

24

- When we established the routes to stick with 10 A: Before we had those routes, but we weren't 11 it. consistent on staying on it, we were 12 around for complaints here and there. 13 So one person whose definition of not adequate might 14 be three inches versus somebody else whose is 15 16 three feet, so we were getting constant 17 complaints and we were going out there 18 manicuring their lawn to manicure standards and that's not a standard that Greenville County 19 20 can provide.
  - Q: What is the standard that Greenville County can provide?
  - MR. ANTLEY: I'm going to go ahead and raise an objection at this point. I've been staring at the four topics for the 30(b)(6) deposition and

I'm having a hard time understanding which one 1 we're addressing with this line of questioning. 2 MR. KASSEL: Number Three. 3 MR. ANTLEY: Number Three; reasons Greenville County 4 5 began mowing . . . okay . . . intersections Speedway Drive and Fountain Inn Drive. 6 MR. KASSEL: And I don't have too much more if you'll 7 8 just bear with me. What standards ... does Greenville County have 9 0: 10 standards? No, we do not have standards as far as mowing 11 A: 12 height. 13 Is there a reason for that? 0: 14 **A**: No. 15 0: Just never came up? 16 It's never come up. **A**: 17 Q: Okay. 18 **A**: They were mowing before Ι ever came to 19 Greenville County. Wе had, pretty 20 routes, tried to standardize those routes we and stick on them and since then calls 21 22 complaints have been reduced. 23 Q: What is the purpose of mowing? Pretty much to get roadside drainage, the water **A**: 24 off of the road and into the drainage ditch, 25

!		JUDITH F. WORTKOETTER 12
1		
		was the primary reason that we started with the
2		mowing program.
3	Q:	Okay.
4	A:	It does provide some sight distance, you know,
5		it does it enhances also the sight
6		distance.
7	Q:	Is there a component of mowing that impacts on
8		safety for motorists?
9	A :	Yes, there's an element of it that does. Uh-
10		huh (affirmative response).
11	Q:	Okay. So is it important that the grass be
12		mowed?
13	A:	Yes.
14	Q:	And at the particular location that we're
15		talking about, which is the corner of Fountain
16		Inn and Speedway, is that an area that
17		Greenville County has an obligation to mow?
18	A:	Yes.
19	Q:	And that Greenville County has been mowing that
20	i	area for how long?
21	A:	As long as I have been here I know they have
22		been mowing that area.
23	Q:	So at least nine years?
24	A:	Yes.
25	Q:	Okay. Just to make sure I understand your

	1	13
1		testimony, Greenville County has no standards
2		about grass heights, about what's acceptable
3		and what's not acceptable from a safety point
4		of view?
5	A:	That's correct.
6	Q:	Okay. Greenville County mows two to three
7		times a year based on your assessment of what
8		resources you have?
9	A:	That's correct.
10	Q:	And is the two to three times a year that was
11		instituted in 1994 the same frequency that it's
12		mowed today in 2003?
13	A:	To the best of my knowledge it is. I think
14		we're getting through I'm hearing 50 days
15		is the turn around, which I think Jim can
16		testify to that better than I can.
17	Q:	And Mr. Stenhouse is superintendent of?
18	A:	The southern bureau where these roads are
19		located.
20	Q:	And under the southern bureau is what, is it
21		maintenance as well as
22	A :	Uh-huh (affirmative response). Yes.
23	Q:	something else?
24	A :	Well, it's general maintenance of the roads.
25	Q:	Okay.

1		
		JUDITH F. WORTKOETTER 14
1	A:	There's a whole bunch of line items that that
2		entails.
3	Q:	Okay. When was the last time I'm looking
4		at well, let me make sure I'm looking at
5		that. Okay, number two, the last time that
6		grass and shrubs at the intersection of
7		Speedway Drive and Fountain Inn Drive were
8		mowed by Greenville County prior to the August
9		2000 wreck, can you respond to that?
10	A:	What was that last part?
11	Q:	The last time grass and shrubs at the
12		intersection of Speedway Drive and Fountain Inn
13		Drive were mowed by Greenville County prior to
14		the August 2000 wreck?
15	A:	Prior, that information I do not have.
16	Q:	Okay. Somebody gave me a document have you
17		all seen this before?
18	A:	I'd have to look through here to see if I've
19		seen this before.
20	Q:	Okay.
21	A:	It looks like I have seen it before.
22	Q:	Okay. I'll look at mine, you look at yours.
23	A:	Okay.
24	Q:	What is this document?
25	A:	That was a running total of the roads that were

- paved.
- 2 Q: Paved?
- 3 A: I'm sorry, mowed.
- 4 0: Mowed?

9

10

11

12

13

14

15

16

17

18

- 5 A: Excuse me.
- 6 Q: That's all right. Who created this document?
- 7 A: This would have been Roger Fullbright, the office coordinator at the southern bureau.
  - Q: So when I ... what does this tell us, at all, about mowing at the location of Speedway Drive and Fountain Inn Drive?
    - A: We have ... the one you pulled out was the one from September, September 22, 2000 and down it shows the 22<sup>nd</sup>, 26<sup>th</sup>, 27<sup>th</sup> and 28<sup>th</sup>. And it shows that Fountain Inn and Speedway, I don't know what "add cut" means, but I'm assuming from reading this that they were mowed on 9-28-2000. And then there was a page behind it on Page 6 on 5-16 it lists Speedway.
- 20 | Q: Okay, I don't have that one.
- 21 MR. KASSEL: Can you give me a copy of that?
- MR. ANTLEY: Sure. I'll get you a copy right now. I

  don't know why you didn't get that. Sorry.
- 24 MR. KASSEL: That's all right.
- Q: Let's go ahead and make this one Exhibit One

and then this Exhibit Two. 1 (Plaintiff's Exhibit Numbers One and Two were marked 2 for identification purposes.) 3 What is the exhibit, just to Let me start. 4 0: identify what I've marked as Exhibit Two? 5 It's Page Six of the mowing list that Roger put **A**: 6 together for the months of ... well, it's for 7 the day of 5-16-2000. 8 What is the mowing list? 0: 9 It's that mowing route we were talking about. 10 **A**: And this is what started in 2001? 0: 11 What started in ... yeah, it was started in 199 **A**: 12 well, at least ... the routes had been 13 established long before I came in '94 we just 14 weren't consistently sticking with it. 15 So how far back do these documents go? 16 0: That would be something That I'm not sure. **A**: 17 that Roger Fullbright would have to tell me if 18 he was keeping this in paper form before that. 19 I don't think that they were keeping a lot of 20 paperwork until ... 21 This is a true copy, Exhibit Two of that Okay. Q: 22 page? 23

When you say true copy ...

Accurate copy.

**A**:

Q:

24

ſ		
		JUDITH F. WORTKOETTER 18
1		the computer list and not on the work
2		management system.
3	Q:	So how far back do these documents go?
4	A:	I'm not sure. Maybe Jim can answer that
5	İ	better.
6	Q:	Okay. Are these these documents, who
7		keeps them, this Roger Fullbright?
8	A:	Roger. Uh-huh (affirmative response).
9	Q:	And this document that says May 16 <sup>th</sup> , and you
10		can look on your copy, Speedway Drive G196.
11		You believe this to mean that Speedway Drive
12		had grass cut?
13	A:	Yes.
14	Q:	Okay. Do you know if that included the area of
15		Speedway Drive and Fountain Inn?
16	A:	I don't know that for a fact.
17	Q:	Do you believe that to be the case?
18	A:	I believe that to be the case. You can't do
19		Speedway without getting to that intersection.
20	Q:	So when it says Speedway Drive, it's the entire
21		length of Speedway Drive?
22	A:	It shows a length of 6,240 feet and without
23		looking at an inventory I can't tell you if
24		that's the entire length.
25	Q:	All right. Then looking at Exhibit One, is
	İ	,

		JUDITH F. WORTKOETTER 19
1		this also the document put together by Roger
2		Fullbright?
3	<b>A</b> :	Is this Exhibit One?
4	Q:	Yes, ma'am.
5	A:	Yes, it is.
6	Q:	Okay. And it has on there on May 20 I'm
7		sorry, September 27 <sup>th</sup> , you see it has Speedway
8		and Fountain Inn?
9	A:	Yes.
10	Q:	And on Speedway that same 6,240 feet?
11	A:	Yes.
12	Q:	And then on the 28 <sup>th</sup> , the next day, it has
13		Speedway again "add cut" it say in parenthesis.
14		Do you know what that means?
15	A:	I have no idea what "add cut" means.
16	Q:	All right. Are you aware of any studies to
17		determine sight distance for motorists
18		traveling through the intersection of Speedway
19		Drive and Fountain Inn prior to August 20 <sup>th</sup> , I'm
20		sorry, prior to August 2000?
21	A:	No, I'm not aware of any sight distance
22		studies.
23	Q:	Because none have been done or you're not
24		aware?
25	A:	I looked through our road file and could not

find any evidence of any.

Q: Does the ... how does the County do sight distance?

in the past, up until Hesha's came on board, we had a traffic sign shop superintendent and as а part his responsibilities he went out and would look at ...at those complaints and would view where they are and they're basically ... the information is taken out of the manual Uniform Traffic Control where we're looking at where there's some standards established for sight distance and that's what they use, by going back a certain distance off οf the intersection and then pulling the triangles with the certain distance based on the speed limits on that particular road and that will depend on how far back they have to go with that line of sight, that length, and see if there's anything within that triangle.

Q: Okay. Thank you.

(There being no further questions, the deposition was concluded at 10:41 a.m.).

24

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

**A** :

## SIGNATURE

I have read the foregoing deposition and confirm that it is a true and accurate transcript of my testimony. Any errors I may have noticed have been listed below and returned to the court reporter for checking against the tapes.

JUDITH	F.	WORTKOETTER	
Date:_			

Page Line Correction Reason for Change

Re: Howard vs. County of Greenville 12-11-03

gm

#### CERTIFICATE

This is to certify that the deposition of JUDITH F. WORTKOETTER, consisting of Twenty (20) pages, is a true and correct transcript of the testimony given by said deponent after being duly sworn; said deposition was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on December 15, 2003.

Ginger E. Mills Court Reporter

Notary Public for South Carolina My Commission Expires: 10/17/2012 Shelvis' Daw know after david DI

led Mr. Daw the after david DI

630 E:

Jim ok will Greenv

Shelwhele

Shelwhele

DEVLIN & PARKINSON, P.A.

Attorneys at Law

630 East Washington Street, Suite A-1

Post Office Box 10387

Greenville, South Carolina 29603-0387

(864) 242-4050

FAX (864) 242-4277

FACSIMILE COVER LETTER

PRIVILEGED & CONFIDENTIAL

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME:

Judith Wortkoetter

PHONE NO .:

FAX NO.: 864-467-7161

FROM

John Davis

COMMENTS: Please examine the attached affidavit and let me know if this is an accurate summary of your position. Please call to let me know when your are available to sign either this form or a modified version.

Number of Pages Including This Cover Letter: 4

DATE: 7-31-03

IF YOU DO NOT RECEIVE ALL PAGES OR IF ANY TRANSMISSION IS NOT LEGIBLE, PLEASE TELEPHONE Brenda Irwin or Becky Gordon AT (864) 242-3252 IMMEDIATELY.

This facsimile message is privileged and confidential. It is intended solely for the use of the individual named below. If you are not the intended recipient, or the person responsible to deliver it to the intended recipient, you are hereby advised that any dissemination, distribution or copying of this communication is prohibited. If you have received this facsimile message in error, please immediately notify the sender by telephone and return the original message to the sender by U.S. Mail.

STATE OF SOUTH CAROLINA			Name and the second		
COUNT	Y OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS		
Steven D	Parrell Lee,	)			
	Plaintiff,	)			
vs.		)			
Mary Ho	ward Bowie,	)			
	Defendant.	)			
		_ )	C. A. NO.: 2002-CP-23-5024		
Steven L	. Lee,	)			
	Plaintiff,	)			
V\$.		)	AFFIDAVIT OF JUDITH FREEMAN WORTKOETTER		
Mary Hov	ward Bowie,	.) )			
	Defendant.	)			
**************************************		_ )	C. A. NO.: 2002-CP-23-5025		
Mary Hov	ward,	)			
	Plaintiff,	)			
VS.		)			
County of	f Greenville,	)	ALL CASES CONSOLIDATED UNDER		
i	Defendant.	) )	C. A. NO.: 2002-CP-23-5216		

The undersigned, being duly sworn, states as follows:

1. My name is Judy Wortkoetter. The matters stated herein are based on my own personal knowledge or upon my review of County records.

- 2. I hold the office of County Engineer for Greenville County, South Carolina, and have held this office since August of 1984.
- 3. In this capacity, I am involved with road design, drainage design, and traffic, as well as supervision of maintenance activities.
- 4. The County Engineer's Office maintains a road file for every single road that Greenville County maintains.
- 5. Fountain Inn Drive and Speedway Drive were both given by prescription; the property lines of the lots on the four corners of the intersection extend to the center of the intersection. Greenville County has not been deeded the property nor had the property dedicated to its use.
- 6. Greenville County may perform some maintenance on the shoulders of roads which are given by prescription, but the property is still that of the landowner.
- 7. In some cases involving roads given by prescription, the County does not maintain past the pavement.
- 8. Speedway Drive and Fountain Inn Drive are indicated in their road files as being maintained from ditch to ditch.
- 9. There are no professional standards describing Greenville County's responsibilities with regard to the shoulders of County maintained roads which were given by prescription.
- 10. The County Engineer's Office keeps a record of all complaints made regarding impediments or obstructions of County maintained roads in the road file.
- 11. As of August 26, 2000, there had been no complaints made about Speedway

  Drive or Fountain Inn Drive, nor about the intersection of the two roads.

- 12. Other than this lawsuit, there have been no complaints made about either road as of August 1, 2003.
- 13. The shoulders of Speedway Drive and Fountain Inn Drive are both mowed on a regular schedule.
- 14. The County has two systems which set out a schedule for mowing; an actual list of roads and the routes they are on and a work management system which keeps track of the dates a road was mowed.
  - 15. The mowers follow a set route.
- 16. The route and the mowing schedule were developed by Greenville County in an effort to perform maintenance on County-maintained roads as often as possible, relative to the personnel and equipment available to the maintenance crews.
- 17. The goal of the County is to mow the entire route two or three times during the summer, contingent on weather and equipment.

FURTHER AFFIANT SAYETH NOT.

	JUDITH FREEMAN WORTKOETTER
Sworn to and subscribed before me on this the day of	, 2003.
NOTARY PUBLIC, STATE OF SOUTH	CAROLINA

## Gambrell, Shelvis

From:

Stenhouse, James

Sent:

Tuesday, February 18, 2003 3:26 PM

To:

Gambrell, Shelvis Wortkoetter, Judy

Cc: Subject:

Speedway Dr. (G0196 & G0432)

The measured length of the segments of this road are very close to your recommendation in your memo of 2/17/03. They

Howard Dr. to Howard Creek (Fountain Inn C/L)(G0196) 3,475' Wenck Cir. to Quillen Av. (G0432)

Total

4,554'

If you need further information on this, please let me know.



# County of Greenville

"... At Your Service"

Shelvis Gambrell Administrative Assistant Engineering/Maintenance Division (864) 467-7010

#### **MEMORANDUM**

DATE:

February 17, 2003

TO:

Judith F. Wortkoetter, P.E.-County Engineer

FROM:

Shelvis Gambrell, Administrative As

**SUBJECT:** 

Annexation of a Portion of Speedway Drive

County Council accepted maintenance of 6,240 feet of Speedway Drive running from Quillen Drive to Howard Drive. Annexations by the City of Fountain Inn, has resulted in Greenville County's shared maintenance of two portions of Speedway Drive. The first shared portion measures 1,730 feet running from Fountain Inn Drive to city limits. The other portion of Speedway Drive shared by the City of Fountain Inn is 1,070 feet running from Quillen Drive to Wenck Circle.

Speedway Drive has been assigned two road numbers: G-196, is identified as the portion beginning at Howard Drive running 3484 feet up to city limits; G-432, is identified as the portion running 1100 feet from Quillen Drive to Wenck Circle.

Additionally the City of Fountain Inn has annexed properties on both sides of Speedway Drive for a length of 1640 feet. (See GIS attached). This portion is entirely maintained by the City of Fountain Inn.

Greenville County's inventory reflects that we maintain approximately 6,240 feet of Speedway Drive running from Howard Drive to Howard Branch and 1,712 feet from Quillen Drive to Wenck Circle. Both descriptions and lengths are incorrect. I recommend that we change our records to reflect: G-196 (3,484 feet from Howard Drive to city limits) and G-432 (1,100 feet from Quillen Avenue to Wenck Circle).

\*\*It may be beneficial to have staff conduct measurements of both identified portions.

Recommendation Approved or Denied by

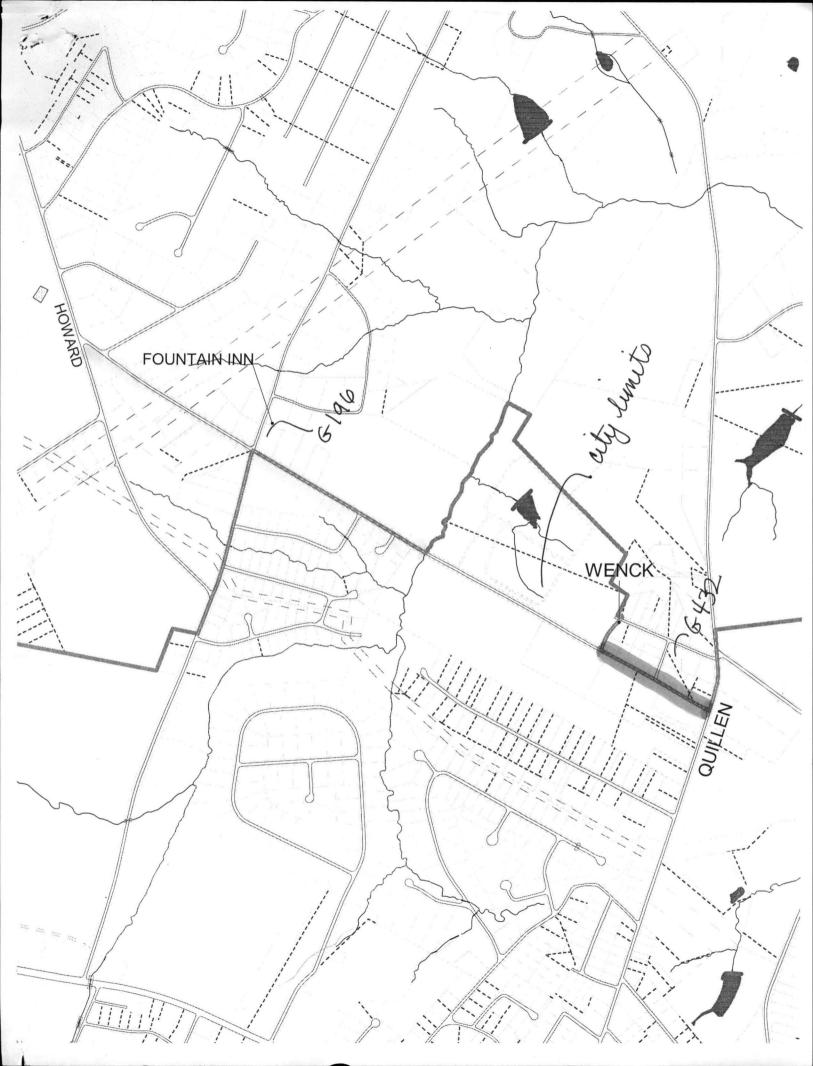
County Engineer

pc:

(file)

ROAD NUMBER	NAME	<b>FROM</b>				
NUMBER	NAME	FROM	ТО ,	LENGTH	WIDTH	SURFACE
G-176	01d Hunter Road	Jones Mill Road	Dead End	200	36	Paved
G-177	Clear Springs Road	Scuffletown Rd. #571	East Georgia Road	2550	36	Paved
G-178	Green Hill Drive	Club Dr., SC #549	Green Hill Drive	5355	36	Paved
G-179	Hewitt Road	Jones Mill Rd. #191	Scuffletown Rd., #145	3735	34	Paved
G-180	Meadowlark Lane	Jones Mill Rd. #191	Dead End	985	30	Paved
G-181	Meadowlark Circle	Dead End	Dead End	1655	30	Paved
G-182	Meadowlark Court	Meadowlark Circle	Dead End	300	30	Paved
G-183	Heritage Drive	Hewitt Road	Dead End	1930	36	Paved
G-184	Carolina Way	Scuffletown Road	Scuffletown Road	8225	36	Paved
G-185	Unnamed Road Under Construction	Carolina Way	Carolina Way	3400	36 d/d	Unpaved
G-186	Scuffletown Road	Jones Mill Road #191	Laurens County Line	8650	36	Paved
G-187	Unnamed Road	Goldsmith Road		3600	36 d/d	Unpaved
G-188	Sims Circle	Goldsmith Road	Jones Mill Road, #191	1800	30	Paved
G-189	Fountain Inn Drive	Goldsmith Road	Howard Drive SC #160	5760	36	Paved
G-191	Bryson Hgts. Pine Dr.	Bryson Drive #162	Dead End	1400	36	Paved
G-192	Wood Drive	Bryson Drive #162	Dead End	800	36	Paved
G-193	Leeke Drive	Bryson Drive #162	Dead End	500	36	Paved
G-194	Poplar Drive	Howard Drive	Long Drive	1075	36	Paved
G-195	Pine Drive	Speedway Drive	Dead End	1625	36	Paved
G-196	Speedway Drive	Quillen Drive, #191	Howard Drive #160	6240	36 <sup>^</sup>	Paved
G-197	Smith Circle	Fountain Inn Drive	Fountain Inn Drive	2075	36	Paved -
G-199	Wenck Circle	Speedway Drive	Jones Mill Road	1165	36	Paved
G-200	Maxie Drive	Wenck Circle	Speedway Drive	315	20	Paved





# IDENTIFICATION FORM (Location Map Attached)

COUNTY ROAD NUMBER	STATE ROAD NUMBER
G-432	N/A
CURRENT NAME: SPEEDWAY DRIVE	
CURRENT DESCRIPTION: From: S-191 Quiller To: S-160 Howard I	n Avenue Drive
10.2 100 1101141 4 2	71140
CORRECTED NAME/NEW NAME: SPEEDWAY DR	IVE
CORRECTED DESCRIPTION: From: S-191 Qui	Ilen Avenue
To: Wench Circle	,
REASON FOR CORRECTION/CHANGE: The City of	Fountain Inn annexed
in properties on both sides of this ro Branch and Wench Circle. So, to t	ad between Howard
confusion on which portions are in the	e city or out T
confusion on which portions are in the created a new number for this rema	ining portion.
APPROVE/AGREE	
Chi din	3-24-98
Road & Bridge Dept.	Date
(20)	2 1/ 00
Office of E-9-1-1	3-26-28 Date
A war	212-160
Planning Commission	3/27/98 Date

RESOLUTION FOR ANNEXATION OF PROPERTY OWNED BY THE CITY OF FOUNTAIN INN

WHEREAS, the City of Fountain Inn owns certain real property as described on Exhibit "A" attached hereto, and

WHEREAS, the City of Fountain Inn, by and through its governing body, the Mayor and City Council, have resolved to annex said property into the City Limits of the City of Equation Inn.

NOW, THEREFORE, be it resolved by the City of Fountain Inn in City Council duly assembled this 12th day of July, 1990 that, pursuant to Section 5-3-100, South Carolina Code (1976, as amended), the property described on Exhibit "A" attached hereto is annexed into the City of Fountain Inn and said real estate is and will hereafter be regarded as property within the City of Fountain Inn.

The City Council hereby designates the annexed property to be zoned S-1.

MAYOR, CITY OF FOUNTAIN INN

Batternelle Breard Sisters

ATTESTED:

CLERK, CITY OF FOUNTAIN INN

TO BE ATTACHED TO AND MADE A PART OF RESOLUTION FOR ANNEXATION OF PROPERTY OWNED BY THE CITY OF FOUNTAIN INN

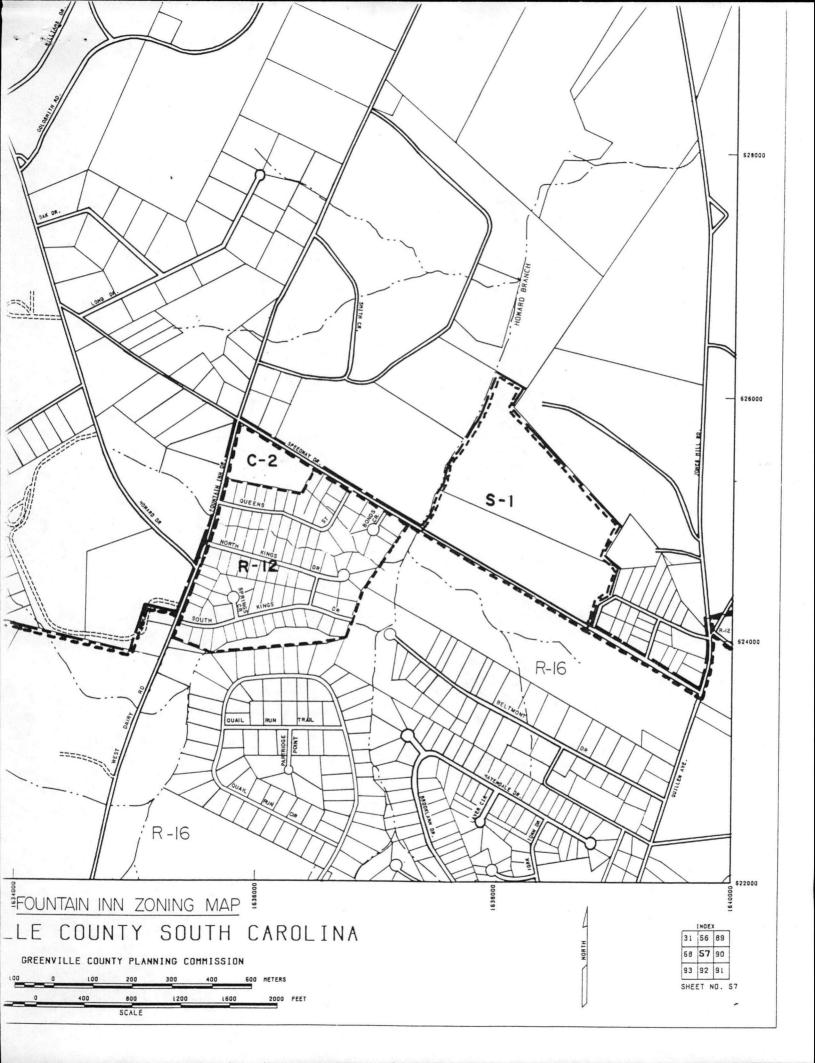
#### EXHIBIT "A"

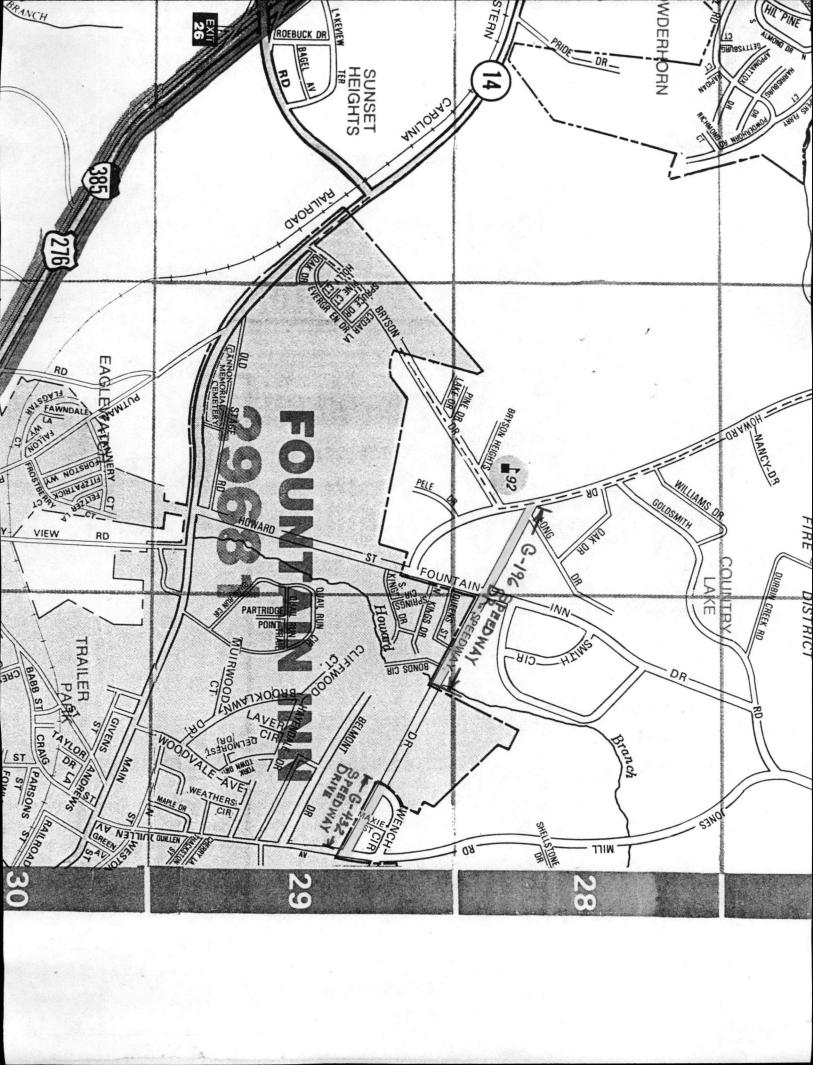
ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 38.55 acres, more or less, less one (1) acre, more or less, in the road, for a net acreage of 37.55 acres, more or less, as shown on survey ofr the City of Fountain Inn, by C. O. Riddle Surveying Company, Inc., dated June 15, 1990, and filed in the RMC Office for Greenville County, South Carolina in Plat Book \_\_\_\_\_\_, at Page \_\_\_\_\_\_, and having the following metes and bounds, to-wit:

BEGINNING at a point in the County Road, also known as Speedway Drive, thence turning N. 44° 49'33" E., 179.63 feet to a point in the middle of a branch; thence with the meanderings of said branch, N. 20° 17' 58" E., 519.74 feet to a point in the center of the branch; thence turning North with the meanderings of said branch, 34° 30' 46" E., 477.51 feet to a point in said branch; thence turning N. 20° 9' 41" E., 284.44 feet to a point in the center of the branch; thence turning S. 61° 23' 16" E., 208.23 feet to an iron pin; thence S. 31° 21' 38" W., 230.67 feet to an iron pin; thence S. 44° 10' 29" E., 1,370.48 feet to an iron pin; thence turning S. 28° 19' 59" W., 277.31 feet to an iron pin; thence turning S. 55° 8' 46" E., 180.70 feet to an iron pin; thence turning S. 55° 8' 46" E., 180.70 feet to an iron pin; thence turning S. 55° 8' 46" E., 180.70 feet to an iron pin; thence turning S. 26° 49' 35" W., 194.93 feet to an iron pin; thence along Wenck Circle, S. 44° 29' 15" W., 173.29 feet to an iron pin; thence S. 23° 14' 42" W., 168.40 feet to a nail and cap in the center of Speedway Drive; thence N. 60° 52' 18" W., 1,680.81 feet to a point in the center of Speedway Drive, the point of BEGINNING.

This being the same property as conveyed to Grantor herein by deed of Andrew G. Goodson, dated December 23, 1988 and filed in the RMC Office for Greenville County, South Carolina on January 5, 1989 in Deed Book 1349, at Page 175.

TAX MAP NO: 18-697-354-1-1 & 2







# CODE & ROSEMOND, P.A. ATTORNEYS AND COUNSELORS AT LAW

Merl F. Code E. Delane Rosemond PLEASE REPLY TO SENDER

Greenville Office

February 12, 2003

Ms. Judith F. Wortkoetter County of Greenville 301 University Ridge – Suite 3800 Greenville, S.C. 29601

Re: Mary Howard v. County of Greenville, City of Fountain Inn,

Cleo Smith, R. L. Wilson, and Annie H. Wilson

C/A No.: 2002-CP-23-5216

Our File No.: 02-578

Dear Ms. Wortkoeter:

Per your request, I am forwarding a copy of your deposition, where you are instructed to read and sign. After you have read the deposition, please, follow the instructions, and make corrections where necessary. If you need to make any corrections there is an area above the signature line, where you may list these corrections on the same page. Most importantly, we need to return the correction/signature page to the court reporter by March 2, 2003.

If you have any questions, please do not hesitate to call.

With kind personal regards, I remain

Very Truly Yours

Ву \_\_

Delane Rosemond

EDR/gjh Enclosure

CC: Mr. A. J. Tothacer, Jr. Mr. Merl F. Code

RECEIVED

FEB 13 2003

**ENGINEERING** 

836 Shoresbrook Drive Spartanburg, South Carolina 29301 (864) 574-1313

#### REQUEST FOR READING AND SIGNING

TO:

Judith Freeman Wortkoetter

301 University Ridge

**Suite 3800** 

Greenville, South Carolina 29601

RE:

Mary Howard vs. County of Greenville, City of Fountain Inn, Cleo Smith, R.L.

Wilson, and Annie H. Wilson

**DEPONENT:** 

Judith Freeman Wortkoetter

DATE:

January 31, 2003

THE ENCLOSED DEPOSITION TAKEN IN THE ABOVE-ENTITLED MATTER IS TO BE READ AND SIGNED ACCORDING TO THE INSTRUCTIONS GIVEN BELOW:

DEPOSITION TO BE READ AND SIGNED BY YOUR CLIENT. (Please furnish a copy of the transcript to your client for reading and signing.)

DEPOSITION TO BE READ AND SIGNED BY YOU, THE DEPONENT. (A copy of the transcript is enclosed for reading and signing.)

(If this box is checked, the deponent has been furnished a copy of the transcript.)

#### INSTRUCTIONS TO DEPONENT FOR READING AND SIGNING

Please read the transcript and use the enclosed change sheet to note any changes and the reason for the change. Do not write on the transcript. The change sheet must be signed and returned to Dixy Moore Turner Associates, Inc., 836 Shoresbrook Drive, Spartanburg, SC 29301, by the date below for filing.

WHEN READING AND SIGNING HAS BEEN COMPLETED, PLEASE RETURN:

CHANGE SHEET WITH SIGNATURE OF DEPONENT, KEEPING A COPY OF SAME FOR YOUR FILE.

THE ENTIRE TRANSCRIPT WITH SIGNED CHANGE SHEET FOR FILING.

THE CHANGE SHEET MUST BE RETURNED TO GALLAGHER COURT REPORTING BY March 2, 2003, WHICH ALLOWS 30 DAYS FOR READING AND SIGNING.

cc:

Amy Snyder, Esquire; Delane Rosemond, Esquire; Kelly Pope, Esquire

#### JUDITH FREEMAN WORTKOETTER

PAGE 4

PAGE 5 .

SHEET 1 PAGE 1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS COUNTY OF GREENVILLE CASE NO. 2002-CP-23-5216 MARY HOWARD, Plaintiff. COUNTY OF GREENVILLE, CITY OF FOUNTAIN INN, CLEO SMITH, R.L. WILSON, and ANNIE H. WILSON, Defendants. and CASE NO. 02-CP-23-5024 STEVEN DARRELL LEE Plaintiff, VS MARY BOWIE Defendant. and STEVEN LYNN LEE CASE NO. 02-CP-23-5025 Plaintiff. MARY BOWIE, Defendant DEPOSITION OF JUDITH FREEMAN WORTKOETTER DIXY MOORE TURNER ASSOCIATES, INC. 836 Shoresbrook Drive South Carolina 29301 Spartanburg, (864) 574-1313

INDEX PAGE Examination by Mr. Zion..... 4 Certificate......66 Exhibits: (Attached) Exhibit Number One (Page from GIS System)......25 Exhibit Number Two (Plat).....34

PAGE 2 DATE TAKEN: January 22, 2003 TIME BEGAN: 9:50 a.m. TIME ENDED: 11:05 a.m.
Clarkson, Walsh, Rheney & Turner, P.A.
1164-A Woodruff Road
Greenville, South Carolina
Joy B. Donovan, CSMR
Certified Stenomask Reporter
Notary Public for South Carolina 11:05 a.m. LOCATION: REPORTED BY: DIXY MOORE TURNER ASSOCIATES, INC. 836 Shoresbrook Drive Spartanburg, South Carolina 29301 (864) 574-1313

JUDITH FREEMAN WORTKOETTER, being duly sworn, testified as follows: 3 EXAMINATION BY MR. ZION: Would you begin by stating your full name for the record, please?
Judith Freeman Wortkoetter. 5 6 7 Q. Do you go by Judy? Judy.

Judy, my name is Paul Zion. I am an attorney at the Butler, Means, Evins and Browne firm in 8 9 10 Spartanburg, South Carolina. We are representing Cleo Smith in an Action brought by Mary Howard concerning a traffic accident that occurred on 11 12 13 September the -- excuse me, August the 26th, 2000. The County Of Greenville has been named as a codefendant. And I believe the reason we are taking 14 15 16 your deposition is that you are an employee of Greenville County. Is that correct? 17 18 That's correct. 19 Have you ever been deposed before? Yes, I have. 20 21 Then, I'll remind you, and hopefully you were told 22 then, that you need to speak out your answers, 23 verbal answers, not nods of the head, grunts, and whatnot, because the court reporter needs to be

PAGE 3 -3 APPEARANCES: PAUL B. ZION, ESQUIRE Butler, Means, Evins & Browne, P.A. 234 North Church Street P.O. Drawer 451 P.O. Drawer 451

Spartanburg, South Carolina 29304

.....On behalf of Cleo Smith

AMY M. SNYDER, ESQUIRE

Clarkson, Walsh, Rheney & Turner, P.A.

1164-A Woodruff Road

D. Drawer 451 P.O. Box 6728 Greenville, South Carolina 29606
......On behalf of Mary Howard as Defendant
E. DELANE ROSEMOND, ESQUIRE
The Code & Rosemond Law Firm, P.A. 1300-D East Washington Street Greenville, South Carolina 29607 ...On behalf of The City of Greenville, The City of Fountain Inn KELLY POPE, ESQUIRE Cobourn & Saleeby, LLP P.O. Box 5888 P.O. Box 5888

Spartanburg, South Carolina 29304
......On behalf of Mary Howard as Plaintiff

ALSO ATTENDING: Roger Franklin Case
STIPULATIONS: The within deposition was taken pursuant to
the South Carolina Rules of Civil Procedure.

NON-WAIVER: Examination and reading of the deposition are
not waived by the witness and by the parties.

PAGE 6 6 taking everything down word for word. Yes, sir. You understand that you are testifying under oath just as if you were in a court of law? 3 Q. 4 5 Yes, sir.

If I ask you a question that you don't understand 6 or I misuse words that don't make sense or you 7 just need me to repeat the question, I would ask 8 that you stop and ask me to do so. I will. 10 Are you okay with that? Q. 11 Yes, I am. Now, Ms. Wortkoetter, are you a resident of 12 13 Q. Greenville County? 14 15 Yes, sir. How long have you lived in Greenville County?
Twenty-some-odd years. I came here in '78.
Do you have family in Greenville County other than Q. 17 A. 18 Q. with the last name of WortKoetter? 19 No, I do not. 20 That makes it very easy. You're employed by Greenville County at this time; is that correct? 21 Q. 22 23 Yes, sir. What is your position with Greenville County? 24 Q. .

I'm the County engineer.

A.

25

	JUDITH FREEMAN	1 MC	RTI	KOETTER
SHEET  1 Q. 2 A. 3 Q. 4 A. 5 Q. 6 A. 7 8 Q. 1 Q. 2 A. 2 Q. 3 A. 4 Q. 5 Q. 7 A. 8 Q. 9 Q. 1 A. 2 Q. 3 A. 4 Q. 6 A. 7 A. 8 Q. 7 A. 8 Q. 7 A. 8 Q. 9 Q.	How long have you been the County engineer?  Since Auqust of '84. And prior to August of '84 No. I'm sorry. '94. Prior to August of 1994, how were you employed? City of Greenville, basically in the assistant City engineer position, since '83. Prior to 1983? I was in college. Where was that? Clemson University. Did you receive your degree at Clemson? My Bachelor's in civil engineering. And that was in 19 I graduated in December of '83. Did you go on to any post-graduate studies? No, but I do have my professional engineer's license in the State of South Carolina. Is there any subspecialty in your engineering license? Well, basically the civil portion of it. So, it's a civil engineering license? Well, it is a professional engineering license that when I take the test. I take it specifically	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q. A. Q. A. Q. A.	What's the name of that book or manual? Greenville County's Land Regulations Land Regulation Standards, I believe. They can be obtained in the planning commission's office. Are these standards for the new roads as they are constructed? Yes. You also indicated that you have some oversight over improvements to existing roads. That's correct. Expound upon that a little bit for me. Well, Greenville County has in its inventory over five thousand roads. We have close to sixteen hundred miles of roads that we maintain in our system. A lot of those roads were not designed to any standard. They were a lot of times farm to market roads that we ended up taking over as time has gone by. So, we have roads that we have taken by prescription. We have some roads that were deeded. And then we have the new subdivision roads that are dedicated to us.  As Greenville County has grown, a lot of these farm to market roads have changed in character from being rural to being more urban collector types of road, depending on where the
25	in the civil area, which is road design and	25		
PAGE  1	drainage design. That was my next question. You've given me a brief summary, but could you give me a little more expanded summary of what a civil engineer does? A civil engineer can do anything from environmental work to structures, designing structures of buildings, or what I do in the civil area is road design, drainage design, traffic. Is that the area you've been working with for the County of Greenville since 1983? Yes, sir. Excuse me, 1994. 1994. Sorry. Yes. Primarily that and I supervise the maintenance activities. So, not only do I do civil engineering, I'm administration I handle the administration and the supervision of the maintenance staff. Do you have design responsibilities? Yes, I do. So, you actually are involved in overseeing the design of roads in Greenville County? Yes, sir. Which involves what? When you design a road, just briefly, what is involved there? Well, generally we are the ones that establish the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Q. A. Q. A.	population has gone. So, as roads have as traffic has grown on these roads, there has been the need for us to improve some of those roads to bring them up to current standards in order you know, because of the high volume on them and their change from rural to collector. You've used a term that I want to make sure I'm understanding the words you used. I think you said farm to market? Farm to market. What does that term mean?
PAGE	9		PAGE	121
1 2 3 4 5 6 7 Q. 8 9 10 A. 11 Q. 12 13 A. 15 16 A. 17 18 Q. 19 20 A. 21 22 23 Q. 24	sixties. Sixty-two, I want to say. Sixty-eight, somewhere in there.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 25 26 27 27 28 28 29 29 20 20 20 20 20 20 20 20 20 20 20 20 20	Q.A.	Is there sometimes it's just been taken over? Yes. My understanding is, with time, we had m position used to be an elected position that was called the County supervisor. Pack Ashmore was it that position for a very, very long time. And prior to home rule, it was a matter of call him up, and I'm not sure what criteria he used, and we then started maintaining that road. We can't fin any documentation as to in some cases, we will find documentation that it was actually deeded anyou can see the signatures. But, generally what we have to do is go to the individual files and pull that out and determine whether it was a road that we took through a formal dedication or if it was by prescription.  In the cases of prescription, at the time that home rule was given to the local municipalities, they changed from they changed the form of government and they also changed the County supervisor to a County engineer. And at that point, the County supervisor went out and made an inventory of every road that, in his opinion, we were maintaining. And they took a list of roads with term tos and from in links an went to Council and Council formally adopted thi

23

24

25

5

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

PAGE 16 . And the same type of analysis that you've just given us is the analysis that goes into the 2 repaying? 3 Actually, paving is done slightly different 4 because that's the biggest kind of complaint we 5 get. Every four years, we contract with an outside consultant whose field is geotechnical work, which is, you know, pavement conditions and subsoil conditions. They evaluate all of our 9 roads based on criteria established by the corps 10 of engineers on pavement condition. Each road then, based on the types of structural 11 12 deficiencies that are seen on these samples that 13 you take -- it's a visual sample. They take a road and they divide it into sections, like 14 15 hundred-foot sections. And random samples are taken at those sections to determine what kind of 16 structural deficiencies we're seeing on that. 17 Those have a point value of which those point values are collected and subtracted from a 18 19 hundred. So, all of our roads in Greenville County, every four years, are evaluated and given what we call either an OCI, overall condition index, or PCI, pavement condition index, which ranks from 21 22

PAGE 14 14 -- we keep adding to our inventory. And that's how we keep track of the roads. And what County Council did is they took action by sectors. And so, they approved a sector. And all the roads in that sector were approved on a certain date by Council action. And 2 that took place over a two-year period of time. But, generally most of the roads I'm seeing were in '82, that there were large groupings of them 8 9 accepted by Council. So, it's more than just one resolution? It's 10 11 multiple resolutions --12 13 Do you have, as part of your duties, the responsibility to go out and inspect roads to 14 15 determine if there is any need for improvements? 16 I don't know if it's a formal process of inspection. Generally, everything we are doing 17 now is computer generated. We work with the planning commission and we'll pull up the GIS map and based on what planning is telling us of where the growth areas are, we might target roads that 18 19 21 22 look like they've become collector roads in 23 nature, and we might then go out and do some additional visual inspections and put down 24 25

PAGE 17 zero to a hundred. A hundred being a road that is in excellent condition with no visual imperfections, and zero being totally failed.
County Council has adopted a policy of paving
roads by the worst first in each Council district.
So, what we have done is when we evaluate those 2 3 67 roads, we put together a four-year list based on the worst -- ones with the worst OCIs. 8 When I first came to Greenville County, we 9 were working in the tens, and a lot of that was in the northern and southern part of the County. I'm happy to say that we're now into the thirties and forties. So, we have moved considerably up 10 11 12 13 because County Council has dedicated a good amount of money to repaying roads.

By "the tens and thirties," you were referring to 14 15 16 the index number? 17 Index number. 18 So, they're not getting as bad as they used to 19 before they get repaved? 20 That's right. And there's a certain number that we hope to get to that as the roads fall below 21 that number, they would go on a paving program.
We're still playing catch up, but we're getting
pretty close to the point where the number index 22 23 24 25

PAGE 15 counters to count the volume of traffic on roads. And that would then, based on that information, 2 would probably generate a list of roads that we would say would be targeted for improvements. Do you also pay attention, or is there anybody that collects complaints, the public's requests 3 4567 for improvements? Yes, sir. 8 Are those collected in a particular area, a particular person in your office responsible for 10 11 those? It depends on what you mean by improvements. If 12 you're talking about road improvements, as in you're talking about road improvements, as in construction improvement, the area at County Square, Suite 3800, where I'm located, would take those calls, either myself or the traffic engineer or the civil engineer or our paving manager. One of those individuals would get the call depending 13 14 15 16 17 18 on what kind of improvements or complaints we're 19 hearing. We do get complaints on general maintenance types of activities and those 20 21 generally go out to the maintenance facilities. 22 Repaying an existing road --That would come to Suite 3800 to our paying 23 24 25 coordinator.

PAGE 18 . says, you know, "It's too early to pave it, it just requires pothole fixing or crack sealing. But when it hits this number, it drops below, then we will be starting to put those on a paving list. We're not quite there yet. We're still working catching up to the point where we get to that magic number. So, on any given road in Greenville County, we can come to your offices and pull up the most recent Outside consultant's report, and look for the OCI or PCI rating for that particular road? Q. That's correct. How far back do you keep these? You said that it happens every four years. How long has that been Q. going on? I know it was going on when I got there in 1994. My understanding is we were doing a lot of it inhouse, with in-house staff. But with the County woes, staff was cut. And, then, I know they had just done it like the year I got there or the year before, either '93 or '94 that we were using outside consultants to got that outside consultants to get that information. we have reports at least from 1994 to today.

JUDITH FREEMAN WORTKOETTER PAGE 22 22 SHEET 4 PAGE 19 responsibility to maintain? Are all the roads done all at one time, or do you That's correct. cut it up and do, well, with this report we're We're here about an accident that occurred at the 2 going to do these -- you know, it's kind of like 3 Q. intersection on Fountain Inn Drive and Speedway an ongoing process but every road gets it every 4 Drive, which is out in the county -4 5 four years? 5 We do all roads within that year. So, we get one report from the consultants that lists every road That's right A 6 -- of Greenville; is that correct? 7 Q. Very close to the City of Fountain Inn. 7 that Greenville County maintains. All right. And you're familiar with that 8 Every four years, there's a one-year process, and 9 9 intersection? 10 evaluation of all of them? 10 A process that we do all of them. That's correct. Yes, I am. A. 11 In preparing for this deposition, you became more familiar? 11 We're about to go out with our next grouping here 12 0. 12 13 More familiar, yes. I haven't driven out there recently; however, we've had a project on Speedway in the next couple of weeks. 13 So, the last report was done about four years ago? 14 Q. 14 15 a couple of years ago that I've been out there. 15 Do you know what year it was that it was done 16 And I live out in the Fountain Inn area, so I'm 16 0. last? Just using this as the start of 2003, I'm going to assume it was around 1998? Is that --17 generally familiar with the area. But I haven't been out there to look at it based on this 17 18 18 I was thinking it was in '99 or 2000, somewhere 19 19 complaint. 20 And you said you had a project out in Speedway --20 around there. To get a copy of that for a particular road, we 21 21 22 22 A. On Speedway. would contact which office? -- a few years ago; did you say? 23 0. You would contact Suite 3800. 23 A. Yes, sir. 24 A. And I would ask for the OCI --24 0. And what was that project? 25 Q. You would ask for Larry Benson, our paving PAGE 23 PAGE 20 We replaced a culvert under the road and we paved coordinator, and then, yes, ask what the OCI is on a particular road. A. the road. 2 Okay. So, Speedway has been paved within the past couple of years? 2 Does the consultant's work papers remain with the 3 0. consultant or does he provide -- or is that part 4 of the records that you have?
Everything's now coming in digital computer format form. So, we get their information in a written report and also in a digital format. Yes. In preparing for this deposition, now, did you 5 6 7 6 Q. review any particular files in your office? Yes, I did. 8 Can you identify for me what files it was you 8 9 The overall condition analysis looks at what Q. 9 10 reviewed? I pulled out what we call our road file, and I told you about the sectors. We have files in -factors? 10 11 Just the pavement condition. 11 All right. So, even though there's a difference between OCI and a PCI, they're basically just 12 we have an individual manila folder file in our 12 13 file cabinets for every single road that 13 14 Greenville County maintains. And it is filed by looking at the pavement? 14 15 Yes, they are. And really, we did that that unique road sector identifier I was telling 15 terminology-wise because we were getting number 16 16 differences between the study we had done before you about. 17 So, you pulled that for both Speedway Drive and 17 and the last study, and the sampling had been done 18 18 Fountain Inn Drive? at a higher frequency. So, we called the one report PCI and the last one the OCI, but it's 19 19 I did. 20 Did you determine that both of these roads were part of the inventory of roads that Greenville 20 basically the same thing. It was just that we did more sample data this last time; so therefore, the 21 22 County is maintaining? 22 23 numbers, we felt, were tighter and therefore it showed a greater acceleration in pavement I determined that parts of the road are maintained 23 24 by Greenville County and parts of them are 24 deterioration from that report before that may 25 25 PAGE 24 PAGE 21 21 maintained by Fountain Inn. And I had to go to our GIS system to determine that, versus the road have not been justified. But it was because we 1 did get more sampling.
All right. It is correct to assume that in the roads that you have in your inventory, there's a difference between the actual paved width of the 2 2 file. 3 3 what is the GIS system?
The GIS system is basically aerial photography is taken, of which that becomes the database. And on top of that, layers are developed that list our roads that show the municipal boundary lines. We show our flood planes on them. So, we can use that information to do you know highly minimum. What is the GIS system? 4 4 5 5 6 road and the width of the right-of-way for the 6 7 7 road? 8 That's correct. 8 9 Okay. And is it safe to assume that on most that information to do, you know, little mini-designs or, you know, look at it for other kinds 0. 9 roads, that paved area is narrower than the right-10 10 11 of problems. In fact, when I got the phone call, you know, I -- the first thing I did was pulled it of-way area? 11 12 In most cases, yes.

Are there any standards in any of these things that you've indicated or otherwise that talks that you've indicated or otherwise that talks 12 13 up because I hear that there was the question of, 13 14 you know, was it in the city or was it in the 14 about your responsibilities -- and by "your," I 15 county. And so, the GIS enables me to be able to 15 mean Greenville County, for the section of the land between the paved area and the edge of the 16 16 determine that.

And in front of you today is a eight and a half by eleven sheet of paper, which is that GIS? 17 17 Q. 18 right-of-way? 18 Yes. There's no written standards, but there is - it is considered our responsibility to maintain 19 19 20 Yes. Is this a copy of what's in your files? This is a print that came off the GIS. I that outside right-of-way, outside the pavement. So, if the road is twenty feet wide and the right-of-way is thirty feet wide, that extra ten feet --which could either be five feet on either side, 20 21 Q. 21 identified the area that we were talking about and 22 23 just printed this directly off the computer onto this. So, this is not in our file. 23 24

25

24

SHEET 5 PAGE 25  1 Q. And this shows that intersection in question between Fountain Inn Drive and Speedway? 3 A. Yes, sir. 4 Q. Is it okay if we mark this? 5 (Off the record) 6 (WORTKOETTER EXHBIT NUMBER ONE MARKED) 7 EXAMINATION RESUMED BY MR. ZION: 8 Q. Well, Judy, I'm going to show you what's been marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system? 10 A. That is a page from the GIS system? 11 Q. Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn. This one (indicating) is Fountain Inn. This one (indicating) is Speedway. 18 Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road. 24 A. (Witness complies.) 25 Q. On this Exhibit One, there is what I would call a  PAGE 28  1 is going away from the exhibit mat bottom of the page? 3 A. That's correct. 4 Q. All right. Continue. You said of heading north? 5 A. My understanding of the situation was traveling basically north on Drive and the other vehicle was to basically southeast on Speedway. 10 Q. Okay. So, it's your understanding Speedway. 11 Decomposition and again ask if you can confirm that that is a print from your GIS system. 12 A. That is a page from the GIS system. 13 Q. Now, can you indicate for me on this photograph which road is Speedway Drive was heading on Speedway. 14 A. That is a correct. 15 Fountain Inn. 16 A. That was what my understanding was raveling basically north on Drive and the other road. 17 Q. Okay. So, it's your understanding was according to this exhibit, toward according to this exhibit, toward according to this exhibit, toward according to this exhibit, toward according to this exhibit, toward according to this exhibit mather according to the exhibit mather according to the exhibit mather according to t	one vehicle was n is one vehicle Fountain Inn traveling ng the vehicle on eedway Drive, ds the exhibit it? as. traveling on e bottom of the
1 Q. And this shows that intersection in question between Fountain Inn Drive and Speedway?  3 A. Yes, sir. 4 Q. Is it okay if we mark this? 5 (Off the record) 6 (WORTKOETTER EXHIBIT NUMBER ONE MARKED) 7 EXAMINATION RESUMED BY MR. ZION: 8 Q. Well, Judy, I'm qoinq to show you what's been marked now as Exhibit Number One to your deposition and aqain ask if you can confirm that that is a print from your GIS system? 12 A. That is a paqe from the GIS system? 13 Q. Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn? 14 Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway. 18 Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  2 PAGE 26  PAGE 29  1 is going away from the exhibit may bottom of the page?  4. That's correct.  Q. All right. Continue. You said on heading north?  4. Mall right. Continue. You said on heading north?  A. That's correct.  9 All right. Continue. You said on heading north?  A. That's correct.  9 A. That's correct.  9 A. That's correct.  10 Q. Kay. So, it's your understanding on Speedway.  11 Speedway Drive was heading on Speedway.  12 A. That's correct.  13 A. That's correct.  14 A. That was what my understanding was according to this exhibit, toward marker?  15 Q. From left to right on this exhibit.  16 A. That was what my understanding was page, using the exhibit marker as towards the top of the page?  18 A. That's correct.  19 A. That's correct.  20 And was actually strike that was coming on Fountain Inn Drive and the other vehicle was the page, using the exhibit marker as towards the top of the page?  21 A. Witness complies.)  22 A. (Witness complies.)  23 A. That's correct.  24 A. That's correct.  25 A. That's correct.  26 A. That was what my understanding on Speedway.  27 Q. And was act	one vehicle was in is one vehicle Fountain Inn traveling ing the vehicle on eedway Drive, ds the exhibit it? as. traveling on e bottom of the
between Fountain Inn Drive and Speedway?  A. Yes, sir.  Q. Is it okay if we mark this?  (Off the record)  (WORTKOETTER EXHIBIT NUMBER ONE MARKED)  EXAMINATION RESUMED BY MR. ZION:  Q. Well, Judy, I'm qoing to show you what's been marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system?  A. That is a page from the GIS system.  Q. Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn. This road here (indicating) is Fountain Inn. This road here (indicating) is Pountain Inn. This one (indicating) is Speedway.  Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of the other road.  A. (Witness complies.)  Q. On this Exhibit One, there is what I would call a  Details a print from your GIS speedway.  A. (Witness complies.)  PAGE 26  Details in the take this?  A. That's correct.  A. That's co	one vehicle was n is one vehicle Fountain Inn traveling ng the vehicle on eedway Drive, ds the exhibit it? as. traveling on e bottom of the
A. Yes, sir.  4 Q. Is it okay if we mark this?  5 (Off the record)  6 (WORTKOETTER EXHIBIT NUMBER ONE MARKED)  7 EXAMINATION RESUMED BY MR. ZION:  8 Q. Well, Judy, I'm going to show you what's been marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system?  12 A. That is a page from the GIS system?  13 Q. Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn?  14 Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  18 Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  24 A. (Witness complies.)  Q. On this Exhibit One, there is what I would call a  A. That's correct.  4 Q. All right. Continue. You said of heading north?  A. My understanding of the situation was traveling basically north on Drive and the other vehicle was to basically southeast on Speedway.  Q. Okay. So, it's your understanding on Speedway Drive was heading on Speedway Drive was heading on Speedway Drive was heading on Speedway.  Q. Okay. So, it's your understanding was according to this exhibit, toward marker?  A. That's correct.  Q. From left to right on this exhibit.  A. That was what my understanding was pour was traveling basically north on Drive and the other vehicle was towards.  Q. Okay. So, it's your understanding on Speedway.  Q. Okay. So, it's your understanding on	n is one vehicle Fountain Inn traveling  ng the vehicle on eedway Drive, ds the exhibit  it? as. traveling on e bottom of the
Q. Is it okay if we mark this?  (Off the record)  (WORTKOETTER EXHIBIT NUMBER ONE MARKED)  EXAMINATION RESUMED BY MR. ZION:  Q. Well, Judy, I'm going to show you what's been marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system?  A. That is a page from the GIS system.  Q. Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn. This one (indicating) is Fountain Inn. This one (indicating) is Speedway.  Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of the other road.  A. (Witness complies.)  PAGE 26  PAGE 26  All right. Continue. You said to heading north?  A. My understanding of the situation was traveling basically north on Drive and the other vehicle was basically southeast on Speedway.  D. Okay. So, it's your understanding on Speedway.  A. That's correct.  A. That was what my understanding on Speedway.  A. That was what my understanding on Speedway.  Q. Okay. And the other vehicle was Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page?  Yes.  Q. All right. Continue. You said to heading north?  A. My understanding of the situation was traveling basically north on Drive and the other vehicle was follow.  Speedway Drive was heading on Speedway.  A. That is correct.  A. That was what my understanding on Speedway.  Q. Okay. And the other vehicle was Fountain Inn Drive page, using the exhibit marker as towards the top of the page?  Yes.  Q. And was actually strike that.  Was coming on Fountain Inn Drive having the vehicle on Speedway of left; is that correct?	n is one vehicle Fountain Inn traveling  ng the vehicle on eedway Drive, ds the exhibit  it? as. traveling on e bottom of the
Coff the record	n is one vehicle Fountain Inn traveling  ng the vehicle on eedway Drive, ds the exhibit  it? as. traveling on e bottom of the
6 (WORTKOETTER EXHIBIT NUMBER ONE MARKED) 7 EXAMINATION RESUMED BY MR. ZION: 8 Q. Well, Judy, I'm qoinq to show you what's been 9 marked now as Exhibit Number One to your 10 deposition and again ask if you can confirm that 11 that is a print from your GIS system? 12 A. That is a page from the GIS system. 13 Q. Now, can you indicate for me on this photograph 14 which road is Speedway Drive and which road is 15 Fountain Inn: 16 A. Yes, I can. This road here (indicating) is 17 Fountain Inn. This one (indicating) is Speedway. 18 Q. So that we can follow up and make sense of that, 19 if you wouldn't mind and I know this is the 20 intersection, so I don't want to mess the 21 intersection up. If you will write down in here 22 the name of the other road. 23 name of the other road. 24 A. (Witness complies.) 25 Q. On this Exhibit One, there is what I would call a  PAGE 26  PAGE 26  A. My understanding of the situation was traveling basically southeast on Speedway. 10 Okay. So, it's your understanding of the other vehicle was that has basically southeast on Speedway. 11 Q. Okay. So, it's your understanding of the other vehicle was fount in this exhibit, toward marker? 12 A. That's correct. 13 Q. From left to right on this exhibit of this exhibit marker as towards the tother vehicle was fount in Inn Drive going from the page, using the exhibit marker as towards the top of the page? 21 A. Yes. 22 Q. And was actually strike that. 23 was coming on Fountain Inn Drive having the vehicle on Speedway of left; is that correct?	Fountain Inn traveling  ng the vehicle on eedway Drive, ds the exhibit  it? as. traveling on e bottom of the
Fountain Inn. This one (indicating) is Fountain Inn. This one (indicating) is Fountain Inn. This one (indicating) is Fountain Inn. This one (indicating) is if you wouldn't mind and I know this is the intersection up. If you will write down in here the name of the other road.  A. (Witness complies.)  PAGE 26  EXAMINATION RESUMED BY MR. ZION:  Q. Well, Judy, I'm qoing to show you what's been marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system?  B. Well, Judy, I'm qoing to show you what's been marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system?  Drive and the other vehicle was the basically north on Drive and the other vehicle was the saccording to this exhibit. Speedway Drive was heading on Speedway Drive was heading on Speedway Drive and which road is Fountain Inn?  A. Yes, I can. This road here (indicating) is Speedway.  Fountain Inn. This one (indicating) is Speedway.  Okay. So, it's your understanding Speedway Drive was heading on Speedway Drive was heading on Speedway Drive was heading on Speedway Drive was heading on Speedway.  A. That's correct.  Okay. And the other vehicle was that is the toright on this exhibit.  A. That was what my understanding was Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page?  A. Yes.  A. Mathe to ther vehicle was that is the top of the page?  A. That's correct.  A. That's correct.  A. Yes.  Okay. And the other vehicle was that is the top of the page, using the exhibit marker as towards the top of the page?  A. Yes.  A. Witness complies.)  PAGE 26  PAGE 29  PAGE 29	raveling  ng the vehicle on eedway Drive, ds the exhibit  it? as. traveling on e bottom of the
8 Q. Well, Judy, I'm going to show you what's been marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system? 12 A. That is a page from the GIS system. 13 Q. Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn? 14 Fountain Inn. This one (indicating) is Fountain Inn. This one (indicating) is Speedway. 18 Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of the other road. 20 Intersection up. If you will write down in here the name of the other road. 21 A. (Witness complies.) 22 Q. On this Exhibit One, there is what I would call a  23 PAGE 26  24 A. That's correct.  8 Drive and the other vehicle was basically southeast on Speedway. 10 Q. Okay. So, it's your understanding in Speedway Drive was heading on Speedway. 11 A. That's correct. 12 A. That was what my understanding was Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page? 12 A. Yes. 13 Q. Okay. And the other vehicle was Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page? 13 A. Yes. 14 A. That's correct. 15 Q. From left to right on this exhibit to remarker? 16 A. That was what my understanding was Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page? 18 Q. And was actually strike that. 29 Was coming on Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page? 20 And was actually strike that. 21 Was coming on Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page? 21 A. Yes. 22 Q. And was actually strike that. 23 Was coming on Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page.	ng the vehicle on eedway Drive, ds the exhibit it? as. traveling on e bottom of the
marked now as Exhibit Number One to your deposition and again ask if you can confirm that that is a print from your GIS system?  A. That is a page from the GIS system.  Now, can you indicate for me on this photograph which road is Fountain Inn?  A. Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  A. (Witness complies.)  PAGE 26  PAGE 26  Dasacally Southeast of Speedway.  Okay. So, it's your understanding on Speedway.  That is a print from your GIS system?  In Dasacally Southeast of Speedway.  Okay. So, it's your understanding on Speedway.  That's correct.  A. That's correct.  Okay. So, it's your understanding on Speedway.  That's your understanding on Speedway.  That's correct.  Okay. So, it's your understanding on Speedway.  That's your understanding on Speedway.  That's correct.  Okay. So, it's your understanding on Speedway.  That's correct.  Okay. So, it's your understanding on Speedway.  That's correct.  That's correct.  Okay. So, it's your understanding on Speedway.  That's correct.  That's correct.  A. That's correct.  Okay. So, it's your understanding on Speedway.  That's correct.  A. That's correct.  Okay. So, it's your understanding on Speedway.  That's correct.  A. That's correct.  Okay. So, it's your understanding on Speedway.  A. That's correct.  That's correct.  A. That's correct.  A. That's correct.  A. That's correct.	eedway Drive, ds the exhibit  it? as. traveling on e bottom of the
that is a print from your GIS system?  A. That is a page from the GIS system.  Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn?  A. Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of the other road.  A. (Witness complies.)  PAGE 26  PAGE 26   That is a print from your GIS system?  11 Speedway Drive was heading on Speed according to this exhibit, toward marker?  12 according to this exhibit, toward marker?  13	eedway Drive, ds the exhibit  it? as. traveling on e bottom of the
A. That is a page from the GIS system.  Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn?  A. Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  A. (Witness complies.)  PAGE 26  PAGE 26  PAGE 29  according to this exhibit, toward marker?  12 according to this exhibit, toward marker?  13 A. That's correct.  14 A. That's correct.  15 Q. From left to right on this exhibit for the name what my understanding was fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page?  14 A. That's correct.  15 Q. From left to right on this exhibit for this exhibit, towards marker?  16 A. That was what my understanding was fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page?  20 And was actually strike that.  21 Witness complies.)  22 Q. And was actually strike that.  23 was coming on Fountain Inn Drive having the vehicle on Speedway or left; is that correct?  24 A. That's correct.	it? as. traveling on e bottom of the
Q. Now, can you indicate for me on this photograph which road is Speedway Drive and which road is Fountain Inn?  A. Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  B. Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  A. (Witness complies.)  PAGE 26  PAGE 26  PAGE 26  PAGE 29  PAGE 29  A. That's correct.  13 Marker?  14 A. That's correct.  15 Q. From left to right on this exhibit 16 A. That was what my understanding was Fountain Inn Drive going from the page, using the exhibit marker as towards the top of the page?  21 A. Yes.  22 Q. And was actually strike that. was coming on Fountain Inn Drive having the vehicle on Speedway or left; is that correct?  PAGE 29  PAGE 29	it? as. traveling on e bottom of the
which road is Speedway Drive and which road is Fountain Inn?  A. Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  B. Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  A. (Witness complies.)  PAGE 26  PAGE 26  PAGE 29  PAGE 29  PAGE 29  PAGE 29  PAGE 29  PAGE 29	as. traveling on e bottom of the
Fountain Inn?  16 A. Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  18 Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  24 A. (Witness complies.)  25 Q. On this Exhibit One, there is what I would call a  PAGE 26  PAGE 29  PAGE 29  PAGE 29  PAGE 29  PAGE 29	as. traveling on e bottom of the
A. Yes, I can. This road here (indicating) is Fountain Inn. This one (indicating) is Speedway.  18 Q. So that we can follow up and make sense of that, if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  24 A. (Witness complies.)  PAGE 26  PAGE 26  PAGE 29  PAGE 29  PAGE 29  PAGE 29  PAGE 29  PAGE 29	traveling on e bottom of the
Fountain Inn. This one (indicating) is Speedway.  18 Q. So that we can follow up and make sense of that, 19 if you wouldn't mind and I know this is the 20 intersection, so I don't want to mess the 21 intersection up. If you will write down in here 22 the name of this road and in the upper section the 23 name of the other road. 24 A. (Witness complies.) 25 Q. On this Exhibit One, there is what I would call a  PAGE 26  PAGE 29	e bottom of the
18 Q. So that we can follow up and make sense of that, 19 if you wouldn't mind and I know this is the 20 intersection, so I don't want to mess the 21 intersection up. If you will write down in here 22 the name of this road and in the upper section the 23 name of the other road. 24 A. (Witness complies.) 25 Q. On this Exhibit One, there is what I would call a  PAGE 26  PAGE 29	s the bottom,
if you wouldn't mind and I know this is the intersection, so I don't want to mess the intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  A. (Witness complies.)  On this Exhibit One, there is what I would call a  PAGE 26  PAGE 29	s the bottom,
intersection up. If you will write down in here the name of this road and in the upper section the name of the other road.  A. (Witness complies.)  On this Exhibit One, there is what I would call a  PAGE 26  PAGE 29  PAGE 29  PAGE 29  PAGE 29  PAGE 29  A. Yes.  21 A. Yes. 22 Q. And was actually strike that. was coming on Fountain Inn Drive having the vehicle on Speedway completely is that correct?  PAGE 29  PAGE 29	
the name of this road and in the upper section the name of the other road.  24 A. (Witness complies.)  25 Q. On this Exhibit One, there is what I would call a  PAGE 26  PAGE 29  PAGE 29  And was actually Strike that.  was coming on Fountain Inn Drive having the vehicle on Speedway or left; is that correct?  PAGE 29  A. That's correct.	
name of the other road.  24 A. (Witness complies.)  25 Q. On this Exhibit One, there is what I would call a  PAGE 26  PAGE 29  PAGE 29  PAGE 29  PAGE 29  A. That's correct.	The vehicle that
24 A. (Witness complies.) 25 Q. On this Exhibit One, there is what I would call a left; is that correct?  PAGE 26 PAGE 29  PAGE 29  A. That's correct.	would then be
25 Q. On this Exhibit One, there is what I would call a 25 left; is that correct?  PAGE 26 PAGE 29 PAG	oming from her
PAGE 26 PAGE 29 PAGE 29 A. That's correct.	
26 A. That's correct.	
I hold number marking and what is that?	29
Dota purple marking, and what is char.	av Drive in the
1 2 A That is the city limit line. 1 2 Q. And that, looking towards speedw	was coming she
	ain Inn?
of the best of those purple marks?	draw a semicircle
That better left corner would be the city of 17 indicating a corner. Well, stri	ke that. Speedway
8 Fountain Inn's area.   8 Drive and Fountain Inn basically	have a crossing
9 O. Okay. So, to the left of this page in the bottom   9 intersection; is that correct?	
lio left gide ig all Fountain Inn?	ta in the
11 A. That's correct.	its in the
12 Q. Again, this purple line indicating the 12 intersection; is that correct?  13 A. That's correct.	
113 differentiation:	st a line, a
To the right of that line and to the top of the 115 semicircle, a line, indicating a	quadrant here.
116 And I don't know whether it's le	eft, right
117 A. That's correct.   117 quadrant, but you'll see where I	've drawn kind of
18 O So, actually, we see that there is a the City   18 a semicircle like connecting Fou	intain inn Drive
19 limits of Fountain Inn actually come up Speedway 119 with Speedway Drive.	
Drive and Fountain Inn; is that correct?  20 A. Yes, sir, I see that. 21 A. That's correct 21 Q. Do you see that?	
A. That & collect.	
23 0. Okay. That quadrant of the intersection to 123 0. Okay. That quadrant of the intersection to 123 0.	ersection is
you been made familiar with this intersection to 23 Q. Okay. That quadrant of the intersection to 24 property that is in which location that is a second to 24 property that is in which location to 24 property that is in which location that is a second to 24 property that is in which location that is a second to 24 property that is in which location that is a second to 24 property that is a second to 24 pr	ion, Greenville
25 time of this accident? 25 County or Fountain Inn?	
PAGE 27 PAGE 30	
27	3
1 A. We talked a little bit about it. There was some 2 Confusion because they were talking west and the 2 Q. All right. Now, you've indicate	ed hefore we
confusion because they were talking west and the confusion because they were talking west and the started looking at this map that	t you had
	roads were
I maintained by Croonville County	and part was
figure out the direction they were going   6 maintain by Fountain Inn?	
7 O. All right. And so, you have some understanding 7 A. That's correct. If you're talk:	ing about the four
8 from talking with your Counsel and other people   8 quadrants, three of the four qua	adrants are
about the directions of the vehicles?	rt with Chandway
10 A. Yes.	ic with speedway
11 Q. Okay. Now, for purposes of this deposition, then, 11 Drive. 12 can you tell me from looking at this exhibit, 12 A. Yes, sir.	
	om Exhibit Number
which direction it is you're understanding the 13 Q. Speedway Drive, coming again from the left to the right	?
My understanding is is that one vehicle was 115 A. Yes, sir.	
16 traveling what I consider north because I consider   16 Q. Approaching that intersection	-
this printed like hare (indicating) as being 117 A. Yes, sir.	
118 Q that section from Fountain I	nn back away irom
19 O. All right. Let's stop right there. If you will, 119 the City of Fountain Inn, Fount	nville County?
20 if you'll take this red pen and if you will	ide this. I
121 A. Boundary and the state of the But at 1	and from the
direction you think is north less demonstration of this map, yes.	east from the
24 A. (Witness complies.) 24 Q. The section of Speedway Drive g	
25 Q. Okay. So, you've indicated on this exhibit north 25 intersection?	

#### JUDITH FREEMAN WORTKOETTER

#### SHEET 6 PAGE 31 -PAGE 34 . 34 That's correct. It's half and half. That assumes the presence of a ditch? That's right. If there's no ditch, we don't Okay. And describe for me what half and half 2 3 means. Is one half the road yours and the other 3 maintain much more outside the pavement, if half side of the road is theirs? there's no ditch. And we'll have some people stand there with a shotgun making sure we don't. Unfortunately. I try to get the cities when they 5 5 annex in properties to take the entire road in; (WORTKOETTER EXHIBIT NUMBER TWO MARKED) however, they don't. And therefore, we are left EXAMINATION RESUMED BY MR. ZION: with a situation that, depending on where the 8 I'm going to show you what I've had marked as property line is of those parcels, if it's by 9 Exhibit Number Two and identify that as being a prescription, it could be that when they annex in, 10 10 copy of a plat recorded in the Greenville County they take all the way to the middle of the road. 11 registrar of deeds office in plat book 14U, page 84. Have you seen this plat before? 11 If, again, there was some deed right-of-way 12 12 13 established, or dedicated right-of-way, if they're 13 No, I have not. 14 only annexing in the properties, then they may 14 Does this plat seem to indicates the intersection only annex in to the right-of-way. But in this 15 15 of Fountain Inn Drive and Speedway Drive in particular case, these roads are by prescription. And therefore, Fountain Inn, when they annexed in 16 16 Greenville County? 17 17 this area, took to the middle of the road. So, unfortunately, half of the road is maintained by Yes, it does. 18 18 Okay. And have you -- are you familiar with 19 19 20 plats? Fountain Inn and half of the road is maintained by 20 Yes, I am. 21 Greenville County, until you get to the creek. 21 In your job, you review plats and understand 22 0. And then they have -- they have both sides annexed 22 plats? in, so they take the entire road. 23 23 Looking at the quadrant again that I identified on 24 A. Yes, sir. 24 Okay. And this looks like a typical -this Exhibit One, the property -- excuse me. 0. 25 PAGE PAGE 32 . 35 Speedway Drive, again, heading away from Fountain Inn up to that point of that line was all maintained by the County? Sure does. 2 3 A. -- file of plat you would see? Q. 2 Yes, sir. 3 And does this indicate on this plat the difference between paved road and actual right-of-way? That's correct. 4 5 6 7 5 It's the Fountain Inn Drive's portion of that 0. 67 quadrant that is in question as far as whether Okay. And does it indicate anywhere on that plat it's completely maintained by Greenville County or the width of the road, the paved road? 8 8 Fountain Inn? No, it doesn't indicate the width. From this map, it indicates that half of the road 9 Okay. Does it indicate anywhere the width of the 9 of Fountain Inn is maintained by Greenville County 10 Q. 10 right-of-way? and half is by Fountain Inn. 11 There is no right-of-way on this road. It 12 All right. Did you go back and pull the 12 indicates that the property pins go to the middle 13 annexation paperwork on this particular roadway? 13 of the road; and therefore, we have this road by, 14 14 No, sir. or this section, by prescription. Okay. Is that paperwork available in the County 15 15 Can you explain to me what this --16 16 I doubt it. We can check. I've had continual problems with the cities not providing us with the information. They provide it to the tax assessor's office, but they sometimes fail to send it down to our department. records? Those are reference points. 17 17 -- broken lines here are? 18 They establish some reference points here (indicating) and here (indicating), but this (indicating) is the property pin. Where you see PT, that's property pin, that's property pin. They set off an offset of a reference point here (indicating) and here (indicating) to make it 18 19 19 20 it down to our department. Sometimes we find out 21 21 the fact that it was changed by the tax assessor's office. We might find out the line has changed when we pull up the GIS. They're supposed to 22 22 23 23 (indicating) and here (indicating) to make it 24 easier so that they didn't have to work in the notify us and request taking over the road, but 25 25 PAGE 36 PAGE 33 36 generally they don't do that. They forget. Have you looked at the files available to you to road. So, it's your position that these are not showing 2 the right-of-ways? try to determine that question? 3 It's showing some degree of right-of-way that they've drawn in here. I don't know if that's 4 Are there other files available to you that you 5678 accurate. With the property -- without them going 67 could look at to help answer that question? over to the other sides of the roads and doing a I'm not sure in our office if there are. Most boundary survey of all the properties on all likely, we would call the City of Fountain Inn and 8 sides, this cannot be an accurate description that tell them to send us something on this, this 9 9 this is deeded or dedicated right-of-way because 10 10 corner annexation. they haven't gone and done a survey of all the All right. In looking at these records that you have in preparing for the deposition, have you 11 11 property. The only piece that they have done a boundary survey on is this piece of property for 12 13 14 been able to determine how wide the right-of-way 13 - (indicating), and it shows property pins in the 14 is of either of these roads at the intersection? middle of the road. Our records indicate that these two roads were 15 15 Is it unusual for there to be conveyances of given to us by prescriptive right-of-way. 16 16 properties that goes to the center of the roadway but that it's subject to a right-of-way? And explain to me what you mean by that. 17 17 What prescriptive right-of-way means is that we were never deeded or dedicated the actual land on 18 18 Repeat that one more time, please. Is it unusual for there to be a conveyance where 19 which the road is located. That we took the road with a reasonable amount of outside area, which we 20 the property line extends to the middle of the 21 21 road, but that that is subject to the right-of-way say from ditch to ditch, for our maintenance 22 22 for the road? 23 I'm going to have to break your question down, I think, into two parts. Is it unusual for property 23 responsibilities. All right. Let's talk about that for one second. You said ditch to ditch? 24

24

	JUDITH FREEMA	N W	ORT	COETTER
SHEET	7 PAGE 37	:	PAGE	
SHEET	to go to the middle of the road, no. Generally,	1		to move those obstructions. I don't know the State law off the top of my head, the number, but
	that is the condition when we have prescriptive right-of-way. And a good number of our roads,	2 3		there is a State law that allows that.
	this is what it looks like (indicating), where the property pins go to the middle of the road. So,	5	Q.	And is that a State law enforced by the State and State agencies, or is that something that you as
-	in that case, no one has given us any dedicated	6		County occasionally go out and enforce? That is available to not only the State, but to
	right-of-way. The property still remains owned by this particular property. The prescriptive right-	7 8	Α.	local governmental agencies. We are very careful
	of-way, it allows us to maintain this road and a	9		about using that on private property. We have no physically gone onto private property and removed
	certain amount alongside the right-of-way up to the ditch line, or to the back side of the ditch	10		an obstruction.
	line. But there was no transfer of ownership of	12	Q.	Now you've said two things. You said you were very careful, then you said you have not. Does
Q.	this area (indicating). You've indicated if there were no ditches, that	14		that mean you've never
	the prescriptive right-of-way would, in essence, not be much broader than the paved portion; is	15 16	Α.	We have sent a letter to somebody indicating that there might be a sight distance problem on their
	that correct?	17	0	property, putting them on notice.
Α.	That's correct.  If you have to repave a road that you've got by	18 19	Q.	statute or that kind of impediment only apply to
Q.	prescriptive easement, how do you go in and	20 21		artificial buildings and improvements, or does it also apply to natural vegetation?
	actually repave if it requires getting the machinery in there, which oftentimes is wider than	22	A.	We have sent letters to property owners based on
	the actual road itself? As long as we are not widening that existing road	23	Q.	natural vegetation. And do you keep a track or keep files on where
Α.	and adding more pavement to the edges, we	25		those letters are compiled?
. PAGE	38	_	PAGE	41
	generally pave right up to the edges of what was	1	A.	When we do get a complaint for that and we
	there. Our issue comes in is when you have to go back and provide addition backfill material and	2 3		generate a letter, it would go into this road fi that I was talking about.
	soil on those sides.	4	Q.	All right. And looking at the road files for Fountain Inn Drive and Speedway Drive, have ther
Q.	Does the County maintain what we kind of refer to as shoulders of roads?	5		been any such notices sent out to the landowners
A.	Yes	7 8	Α.	No, sir. You indicated that the public calls in and
Q.	All right. And the shoulder, for my purposes of discussion, is usually the unpaved edges of the	9		registers complaints about roads?
2	road?	10	Α.	Yes, sir. And I'm not talking about the condition of the
A. Q.	That's correct.  That there is a portion of land beyond the actual-	12	-	pavement. I want to focus just on complaints about impediments, obstructions, and whatnot.
Α.	That's correct.	13	Α.	Yes. sir.
Q.	paved portion that we call the shoulder?	15 16	Q. A.	Do you keep a record of those types of complaint Yes, we do.
A. 7 Q.	The shoulder. Are there any standards or anything that talks	17	Q.	And are those put also in these file folders?
B A.	about shoulders? Again, we had set standard in those new	18	A. Q.	Yes. Okay. Were there any records of any complaints
)	subdivisions. And, you know, we are given a	20 21		about this particular intersection, either for Speedway Drive or Fountain Inn Drive, concerning
L 2	payement. But as far as roads that we have	22		visual impediments?
3	obtained by prescriptive right-of-way, no.	23	Α.	No, sir. In describing the right-of-way goes ditch to
4 Q.	area, what is that shoulder area?	25		ditch, is there any and I don't mean this to
_ PAGE	39	1	PAGE	42
1 A.	Well, generally, it is four to five feet to allow	1		humorous, but I just need are there any
2	for any if down the road we want to provide a sidewalk, it's available. Also, that right-of-way	2 3		standards that describe or determine when you had a ditch?
1	is not only provided for us, but it is provided	4 5	A.	We push that sometimes. If we can even see a small swell, you know, we try to say that that!
5	for utility providers to have a place for them to place water lines, sewer lines, BellSouth lines,	6		ours to maintain. So, we try to look for any k
7	gas lines. That is the area that usually the	7 8		of indentation past the shoulders that would indicate water's going there and traveling that
3 9 Q.	utilities run their utilities through. In the County standards, is there any limitation	9	-	that would be considered a ditch.
	as to improvements and their proximity to the road?	10	Q.	project that has separate records or anything 1:
	Improvements provided by?	12	7.	that concerning that repaying project?
2 A.	The landowner.	14	Α.	project.
2 A. 3 Q.	Yes, they have to be outside of the right-of-way.		Q.	And where would those records be?
2 A. 3 Q. 4 A. 5 Q.	Yes, they have to be outside of the right-of-way. May they construct improvements all the way up to	15 16		They would be in that suite 3800 in the paving
2 A. 3 Q. 4 A. 5 Q.	Yes, they have to be outside of the right-of-way. May they construct improvements all the way up to the right-of-way? Yes, they may.	16 17	Ã.	They would be in that suite 3800 in the paving coordinator's office, or with yeah, we should
2 A. 3 Q. 4 A. 5 Q. 6 A. 8 Q.	Yes, they have to be outside of the right-of-way. May they construct improvements all the way up to the right-of-way? Yes, they may. In these areas that you've acquired by	16		They would be in that suite 3800 in the paving coordinator's office, or with yeah, we should have been given that. And it's probably been, though, boxed up and stored because of the time
2 A. Q. 4 A. 5 Q. 66 A. 8 Q. 99	Yes, they have to be outside of the right-of-way. May they construct improvements all the way up to the right-of-way? Yes, they may. In these areas that you've acquired by prescriptive easement, if you will, where you only have to the edges of the road, is there any	16 17 18 19 20		They would be in that suite 3800 in the paying coordinator's office, or with yeah, we should have been given that. And it's probably been, though, boxed up and stored because of the time frame. That was probably payed in our first
2 A. 3 Q. 4 A. 5 Q. 6 A. 8 Q. 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Yes, they have to be outside of the right-of-way. May they construct improvements all the way up to the right-of-way? Yes, they may. In these areas that you've acquired by prescriptive easement, if you will, where you only have to the edges of the road, is there any limitation on them putting something on the edge of the road?	16 17 18 19 20 21 22	A.	They would be in that suite 3800 in the paving coordinator's office, or with yeah, we should have been given that. And it's probably been, though, boxed up and stored because of the time frame. That was probably paved in our first program about five years ago. We don't keep the records of those projects. We may keep the last
2 A. 3 Q. 4 A. 5 Q. 6 A. 8 Q. 9	Yes, they have to be outside of the right-of-way. May they construct improvements all the way up to the right-of-way? Yes, they may. In these areas that you've acquired by prescriptive easement, if you will, where you only have to the edges of the road, is there any limitation on them putting something on the edge of the road?	16 17 18 19 20 21	A.	They would be in that suite 3800 in the paving coordinator's office, or with yeah, we should have been given that. And it's probably been, though, boxed up and stored because of the time

25

out there and doing a visual by the

#### JUDITH FREEMAN WORTKOETTER

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
9 PAGE 49	P	AGE	52
superintendents when they're out doing whatever work they need to be doing on that road.  Does Greenville County ever go out in those circumstances in either repaving or the improvements and change the locations of ditches? We have done that, but we specifically obtain land from the adjoining property owners in order to do that.	1 2 3 4 5 6 7 8	Q.	come up and look at the GIS and get an idea of whose what, and we'll maintain it based on what we're seeing on this map.  This particular intersection, again looking at the quadrant of the intersection that we have marked on Exhibit One, if you are traveling on Fountain Inn Drive coming towards the top of the page so that the quadrant is on your left, is there any
that has been done to these roads?	10 11		question in your mind that at least the left-hand side of that road is Greenville County's responsibility?
So, as far as you can tell from reviewing these road files, Speedway Drive is ditch to ditch?	13 14	A. Q.	No, there's no question in my mind. That is Greenville County, as far as I'm concerned. Okay. The only question is to the right-hand side
With no indication as to how wide that really is?  It's just ditch to ditch?  Correct.	16 17	A. Q.	of the road? That's correct. Okay. So, again, the quadrant in question of thi
Now, let's go back to Fountain Inn Drive, which seems to be a half and half situation; is that correct?	19 20		intersection that has been marked, at least that left-hand side of the intersection, again coming Fountain Inn Road, is clearly Greenville County's in Greenville County and subject to Greenville
All right. Have you looked at the Fountain Inn Drive and again, I say it's half and half on the section that we're talking about?	22 23 24 25	A. Q.	County's maintenance responsibilities? That's my position, yes. So that there's no question that this entire corner here, then and again using that quadran
		PAGE	53
Which is in the lower part of Exhibit Number One?	1 2		being as marked is subject to Greenville County's maintenance responsibilities? That's correct.
and Greenville County along Fountain Inn Drive	4 -5	Q. A.	Again, Speedway Drive is ditch to ditch? Correct.
since I did not check any files on the annexation for the City of Fountain Inn, I don't know when they annexed that in.	7 8 9	Ã.	Correct. Fountain Inn Drive, excuse me. Do you have any involvement with maintaining records of accidents
In looking at the Fountain Inn Drive road file that you indicate you have Correct.	10 11 12	A. Q.	on roadways? No. Does Greenville County have any records concerning
there, and is it ditch to ditch? Yes. sir.	14 15	A.	accidents on roadways? The only time our office has gotten any accident reports is if there's been a fatality. We do receive some accident reports that there's been a
Yes, sir. But the actual maintenance of the road depends upon this location of what they annexed and what	17 18 19	Q.	fatality that are forwarded to our office.
That's correct.  And you've not been able to specifically determine that issue, or have you?	21 22 23	A.	Drive?
We have not had the need to do that. As a little background, we've had so much problems with the	25		write to them and we ask them for an accident
51	1	PAGE	54
in Fountain Inn, of very rapid annexation and not keeping us notified, that we were getting complaints of who's maintaining what this past year.  My assistant has gone back and we started with we haven't gotten to Fountain Inn yet, is what I'm getting at. But we have gone back and we pulled up the GIS and we have been identifying roads that we had in our inventory as being maintained by us. And we are going back and determining where those areas are and we're notifying the municipalities that we see this action taking place and that it is our opinion that this is theirs and this is ours so that there's clear understanding and we can change our records to indicate what we're supposed to be maintaining and what they're supposed to.  So, we have started with the other municipalities. And this year, Fountain Inn is in our record to do the same thing, to go back and check and see what's been annexed in and what	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Q. A. Q.	intersection, where is that information put? It would be put in that road file. And was there any such accident history in this road file for either Speedway Drive or Fountain Inn Drive? No, sir. Is there any other individual in your employ tha would have a more personal knowledge of this particular intersection relative to maintenance?
	work they need to be doing on that road. Does Greenville County ever go out in those circumstances in either repaving or the improvements and change the locations of ditches? We have done that, but we specifically obtain land from the adjoining property owners in order to do that. And there's mothing in this file to indicate that that has been done to these roads? That's correct. So, as far as you can tell from reviewing these road files, Speedway Drive is ditch to ditch? Correct. With no indication as to how wide that really is? It's just ditch to ditch? Correct. Now, let's go back to Fountain Inn Drive, which seems to be a half and half situation; is that correct? Yes, sir. All right. Have you looked at the Fountain Inn Drive and again, I say it's half and half on the section that we're talking about? Correct. When was the property line between Fountain Inn and Greenville County along Fountain Inn Drive established? I don't know. It looks it was by annexation. And since I did not check any files on the annexation for the City of Fountain Inn, I don't know when they annexed that in. In looking at the Fountain Inn Drive road file that you indicate you have Correct is this a right-of-way that was prescriptively there, and is it ditch to ditch? Yes, sir. But the actual maintenance of the road depends upon this location of what they annexed and what they didn't annex? That's correct. And you've not been able to specifically determine that issue, or have you? We have not had the need to do that. As a little background, we've had so much problems with the  51  municipalities lately, actually the municipalities in Fountain Inn, of very rapid annexation and not keeping us notified, that we were getting complaints of who's maintaining what this past year.  My assistant has gone back and we started with we haven't gotten to Fountain Inn yet, is what I'm getting at. But we have gone back and we pulled up the GIS and we have been identifying roads that we had in our inventory as being maintaining and what the	work they need to be doing on that road. Does Greenville County ever go out in those circumstances in either repaying or the improvements and change the locations of ditches? We have done that, but we specifically obtain land from the adjoining property owners in order to do that. And there's nothing in this file to indicate that that has been done to these roads? That's correct. So, as far as you can tell from reviewing these road files, Speedway Drive is ditch to ditch? Correct. With no indication as to how wide that really is? It's just ditch to ditch? Correct. Now, let's go back to Fountain Inn Drive, which seems to be a half and half situation; is that correct? Yes, sir. All right. Have you looked at the Fountain Inn Drive and again, I say it's half and half on the section that we're talking about?  Correct.  When was the property line between Fountain Inn and Greenville County along Fountain Inn Drive established? I don't know. It looks it was by annexation. And since I did not check any files on the annexation for the City of Fountain Inn, I don't know when they annexed that in. In looking at the Fountain Inn Drive road file that you indicate you have Correct.  is this a right-of-way that was prescriptively there, and is it ditch to ditch? Yes, sir. Okay. It's specifically a ditch to ditch? Yes, sir. Okay. It's specifically a ditch to ditch? Yes, sir. But the actual maintenance of the road depends upon this location of what they annexed and what they didn't annex? That's correct. And you've not been able to specifically determine that issue, or have you? We have not had the need to do that. As a little background, we've had so much problems with the  51  municipalities lately, actually the municipalities in Fountain Inn, of very rapid annexation and not keeping us notified, that we were getting complaints of who's maintaining what this past year.  My assistant has gone back and we started with we haven't gotten to Fountain Inn yet, is what I'm getting at. But we have gone back and we're notif	work they need to be doing on that road. Does Greenville County ever go out in those circumstances in either repaying or the improvements and change the locations of ditches? We have done that, but we specifically obtain land from the adjoining property owners in order to do that. And there's nothing in this file to indicate that that has been done to these roads? That's correct. With no indication as to how wide that really is? It's just ditch to ditch? Correct. With no indication as to how wide that really is? It's just ditch to ditch? Correct. With no indication as to how wide that really is? It's just ditch to ditch? Correct. With no indication as to how wide that really is? It's just ditch to ditch? Correct. When we had a half situation; is that correct? Yes, sir. All right. Have you looked at the Fountain Inn Drive and again, I say it's half and half on the section that we're talking about? Correct.  **Out and again, I say it's half and half on the section that we're talking about? Correct.  **Which is in the lower part of Exhibit Number One? That's correct. When was the property line between Fountain Inn Drive and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and half on the section that we're talking about?  **Out and again, I say it's half and h

#### TIDITH FREEMAN WORTKOETTER

		JUDITH FREEMAL	N MC	RTK	OETTER
SH	EET	10 PAGE 55	F	AGE	58
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22		knowledge of this intersection because they maintain these roads. They are the crews they have the mowing crews that mow these roads. Then I have at the what I call my central maintenance facility, which is the paving and drainage bureau, is also the traffic division. And at that time, in 2000 I have recently, a year ago, hired a traffic engineer. She has taken on the responsibilities of these sight obstruction letters and distances. Before that, Robert Morgan, who was the paving and drainage superintendent, also had some supervisory responsibilities of our traffic division, who is responsible for sign installation. He would, at that time, been the one that would have taken the calls and would have physically been the one that wrote the letter asking somebody to, you know, clear obstruction or, you know, they might be liable. So, he would have done those letters. And any of these letters, whether they be receiving them or sending them, would have been in the road file? They better be, yes. And you've looked in the road file and there was	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 24 25 26 26 27 27 27 27 27 27 27 27 27 27 27 27 27	A. Q. A.	Okay. We can go back to this accident and go before the date of this accident and determine, from those records, when it was mowed? Yes, sir. Or when it should have been mowed? Let me back up. Do the records only show when they're mowed? When they were mowed. And when we think, based on past history, we'll get there again. Like I said, we have a designated route. And during the summer months, our goal is to get them two to three times. At least two times a year, hopefully three times, we can make that route during those summer, spring, and fall months. In the winter months, we get something called a mow trim, which is trim back, you know, and we go back along those same routes and use that mow trim to trim back not the mowing portion but those overhanging limbs and things on the route. Of course, that route and how often we get around is subject to weather, is subject to break down of pieces of equipment. So, I cannot say I'm going to be there every four months, you know. It might have been four and a half months, but I can give you a general idea of when I think I'm going to be in that area again.
25		none?	25	PAGE	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. Q. A. A. Q.	And they weren't there. And I called him today and asked him if he had had any record of thisbecause I believe Mr. Rosemond called him, too, because I sent him that way and he said no. There was nothing in his files indicating that we had had any calls or requests or any letters were sent out to this intersection.  All right. The maintenance of these roads, all these different roads all over the County Yes, sir.  are those maintained on a regular schedule, or how do they Our mowing is. Yes, it is.  Mowing is? Yes, it is.  Are all roads mowed? I know we don't mow the roads. We're talking about the shoulders.  The shoulders. That's correct.  Are all shoulders mowed?  Not all shoulders are mowed. Those in established we wouldn't go down in an established subdivision and mow anything down because lots of times it's nice pampas grass and bushes and, you know, whatever. So, no, we do not go inside of established subdivisions. However, those roads	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25		But I can definitely tell you when the last time I did mow there.  And that's basically determined on just a schedule?  Yes.  In other words, there's nobody going out supervising or looking around at these roads saying, "This road needs it, versus that road needs it"?  No.  All right. And Speedway Drive was one that was maintained excuse me, that was mowed by Greenville County?  Yes. And the reason I know that is because I spent some time just meeting guys in the field, meeting the crews, and it just so happened they were working on one of those roads one time when I was out looking for them and stopped and say hey to them. So, I would not know that normally without going to that route and looking on that route. I know that just because I happened to be out driving one day and they were working on that road and I stopped and talked to them.  How about Fountain Inn Drive? Do you know if it is also mowed?
	PAGE	5757	1	PAGE	60
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. A. Q. A. Q. A. Q. A. Q. A.		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Q. A. Q. A. Q.	and you came up to the intersection, you would be mowing up to that intersection on Speedway Drive? That's correct.  All right. And looking at this aerial photograph in the quadrant excuse me. Do you know the date of this aerial photograph?  I want to say that that was flown in 1997.  So, at least the time this aerial photograph was taken, here in this quadrant that we've marked on Exhibit Number One, it shows this intersection as not being a residential, a bunch of houses sitting around in that general area?  It has some houses. It's not totally developed, but it's not totally vacant, either. You can see some indication of woods or, you know, some kind of tree or vegetation by those dark spots.
23 24 25	Q. A. O.	But those records exist Yes, sir. where we could go back as far as 2000?	24 25	A. Q.	The southern maintenance bureau.

	SHEET	11 PAGE 61		PAGE	64
	- 0	61			64
1		head of that bureau is what?	1		than what we've talked about before?
2	A.	Jim Stenhouse.	2	A.	That's correct.
3	Q.	That's S-T-E	3	Q.	That Speedway is still ditch to ditch looking back
1 4	A.	E-N-H-O-U-S-E.	4		towards Fountain Inn, as far as maintenance
5		That's all I have. Thank you.	5		requirements are?
6		the record)	6	A.	Yes, sir.
1 7		INATION RESUMED BY MR. ZION:	7	Q.	And Fountain Inn is ditch to ditch on this section
8	-	Judy, off the record, we spent some time looking	8		of the road, as far as maintenance is concerned?
9		at an additional plat that's been provided to us.	9	A.	Yes, sir.
10		And we've had some discussions on that, counsel	10	Q.	And all of the other responses concerning road
11		and yourself, and we've looked at these	11		files, complaints, all those still apply because
12		photographs as well as plats. And there are now	12		you were looking for just Speedway Road and
13		some question as to whether or not we have this	13		Fountain Inn Drive?
14		intersection right?	14	Α.	
15	A.	That's right.	15		associated with any, you know, complaints of sight
16		So, let me go back over and ask you a couple of	16		distance at this intersection.
17		questions that I think will get us to where we	17	Q.	
18		need to me. We have been assuming that the	18	MS.	SNYDER:
19		quadrant marked on Exhibit One by me earlier in	19		I don't have any questions, not at this moment.
20		the deposition was the quadrant of ownership of	20	MS.	POPE:
21		land that was where the accident occurred as far	21		I'm going to reserve my right.
22		as visibility is involved.	22	MS.	SNYDER:
23		We're now concerned that Mr. Lee's vehicle,	23		Did we put on the record for this deposition that
24		which was on Speedway Drive, was actually coming	24		Mr. Cox
25		the other direction than what we have shown. But,	25	MR.	ZION:
	DAGE	63		PAGE	65
	PAGE	62		LACE	65

25		the other direction than what we have shown. But,	25	MR	. ZION:
	PAGE	62	_	PAGE	65
$\Box$	INOL	62			65
1		in fact, Mr. Lee was coming from Fountain Inn on	1		We did not.
2		Speedway Drive traveling right to left on Exhibit	2	MS	
3		One, again, with the Exhibit marker on the bottom	3		Okay. Let's put that on the record. Let's back
4		of the page?	4		that up to the beginning, that Herman Cox, who
5	Α.	That's correct.	ا ا		represents Steven Lynn Lee and Steven Darrell Lee was given notice of this deposition. He did not
6	Q.	And that, in fact, Ms. Howard, then, would have	0 7		show up this morning, and that my secretary
1 7		been coming on Fountain Inn Drive from the top of the page towards the bottom of the page?	6		contacted his office was informed that he did not
8 9	7	That's correct.			plan to attend.
10	A. Q.	And she would have been looking to her left back	10	(T	HERE BEING NO FURTHER QUESTIONS, THE DEPOSITION
11	Q.	towards Fountain Inn looking in the direction Mr.	11		NCLUDED AT 11:05 A.M.)
12		Lee's vehicle was coming from?	12		
13	Α.	That's correct.	13		
14	Q.	So, the quadrant in question is actually directly	14		
15		across the intersection what we have marked?	15		
16	A.	That's correct.	16		
17	Q.	Okay. So, I'm not going to mark that quadrant	17		
18		with a similar semicircle, but I'm going to leave	18		
19		it black ink. Okay?	19 20		
20	Α.	That's correct.	21		
21	Q.	Okay. So, now, for the next couple of questions, assume that this left-hand the quadrant marked	22		
22 23		with the black ink is now the one	23		
24	A.	The one in question.	24		
25	0.	we're going to be talking about.	25		
20	χ.				

#### PAGE 63 Looking back towards Fountain Inn on Speedway Drive, is there a question as to who is responsible for the maintenance of that roadway? No, it is still Greenville County at that 5 A. intersection, on that side of the quadrant. Okay. So, and that entire County side of the road would have been Greenville County's 8 responsibility? That's correct 11 And again, all of Fountain Inn Drive would have been the responsibility of Greenville County? 13 That's correct. At that intersection. So, again, the question of maintenance of the grass or anything in that 14 15 quadrant of the intersection would possibly be Greenville County's maintenance? 16 17 If it's within what we call the right-of-way. 18 19 Assuming it's ditch to ditch? 20 That's correct. 21 And all of our discussions about ditch to ditch still apply --22 Still apply. 23 A. Q. -- to that section of Speedway Road and also applies to this new section of Fountain Inn Road

#### PAGE 66 \_

#### CERTIFICATE

I, the undersigned, Joy B. Donovan, CSMR, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken on the aforementioned date;

That the within deponent was sworn to tell the truth, and that the foregoing is an accurate transcription of the testimony taken under oath;

That all exhibits entered herein are attached hereto (if requested by counsel) and made a part of this deposition.

I further certify that I am neither counsel nor solicitor to any of the parties in said suit, nor

interested in the event of the cause.

In witness whereof, I have hereunto set my hand

In witness whereof, I have hereunto set my hand and seal.

Joy B. Donovan, CSMR Notary Public for South Carolina My Commission Expires: 9/04/2004

(Seal)

G432

## Colonial Pipeline Company

WESTERN REGION 6075 ROSWELL ROAD N. E. ATLANTA, GEORGIA 30328 PHONE 252-1100

D. F. SMALLEY Regional Manager

January 10, 1978

Mr. J. P. Ashmore County Supervisor Room 222, Courthouse Annex Greenville, South Carolina 29601

Subject: Road Crossing Application

CPL File 702:43:1

Dear Mr. Ashmore:

Attached for your files is a fully executed Road Crossing Permit between County of Greenville, South Carolina and Colonial Pipeline Company.

Your cooperation has been greatly appreciated.

Very truly yours,

COLONIAL PIPELINE COMPANY

F. E. Poythress

FEP:clk

Enclosure

cc: D. F. Smalley

F. J. Collins

J. A. Cox

N. J. Edmonds

G. C. Estenssoro

S. H. Helgerson

R. H. Maxwell

R. J. Minnich

### 222 Courthouse Annex Greenville, S.C. 29601

Gentlemen:

Permission is hereby granted for placing utilities in the designated county roads subject to the following conditions & provisions.

- (1) That pipe trenches within the roadway of all streets, whether surfaced or not, be backfilled under controlled compaction until the required degree of compaction has been reached; that density tests be made at sufficient intervals to assure that compaction specifications have been met, and that the cost of such tests be borne by Colonial Pipeline Company and that the county inspector also may order such tests as he deems necessary.
- (2) That surface treatment or asphalt pavement and base courses be replaced to the satisfaction of the county. 6" base material and 2" asphalted material to be used as patching.
- (3) That in case of failure to restore streets and pavements satisfactorily within a reasonable length of time, the county will proceed to have such work done at the expense of Colonial Pipeline Company
- (4) That the county inspector be kept informed of the progress of the work, and that the restoration of the streets will not be allowed to lag too far behind the construction.
- (5) That Colonial Pipeline Company will be held accountable to the county in all matters pertaining to this work without regard to the individual contractor.

DATE October 5, 1977

Signed John P. Ashmore, Jr.
County Supervisor

DATE January 10, 1978

Signed James U. Lox (Title)

LIST OF STREETS:

Holly Drive 702:43:1

Slatton Shoals Road 702:45:1

Harrison Bridge Road 702:58:1

Neeley Ferry Road 702:68:1

Speedway Drive 702:86:1

Fountain Inn Drive 702:87:1

Smith Circle 702:88:1

Leopard Road 702:90:1

AN ACT TO AMEND THE 1962 CODE BY ADDING NEW SECTION 33-456-1, SO AS TO PROVIDE FOR PERMITS FOR EXCAVATIONS TO CERTAIN ROADS IN GREENVILLE COUNTY AND TO PROVIDE PENALITIES.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Code of 1962 amended - Section 33-456-1 added - excavation permits required in Greenville County .-- The 1962 Code is amended by adding new Section 33-456-1 to read as follows: "Section 33-456-1---"Any person desiring to make any lineal excavation, on and running parallel with any road described above, shall make and file with the county supervisor an application in writing for permission to make such excavation. This application shall also state fully the nature, purpose, extent and depth of the proposed excavation and such further information as may be required by the supervisor. Before permission shall be granted by the supervisor, an applicant shall execute and deposit in the office of the supervisor a good and sufficient bond of indemnity or cash in such form as may be required to repair the road, restore it to as good condition as to foundations and surface as it was before being excavated and to insure its maintenance for a period of one year after the repairs, or excavations are completed. When such excavation is to be made by a solvent public utility, such bond may be executed by the utility without additional surety. Any person violating the provisions of this section shall be guilty of a misdemeanor and upon conviction shall be fined in an amount not exceeding one hundred dollars or imprisoned for a term not exceeding thirty days."

SECTION 2. Time effective, - This act shall take effect upon the approval of the Governor.

Approved the 19th day of July, 1963

OCT 10 1976

GREENVILLE LEGISLATIVE DELEGATION

TRANSPORTATION COMMITTEE
CONSTRUCTION PLANS FOR
ROADWAY IMPROVEMENTS

# GREENVILLE COUNTY

CITY OF FOUNTAIN INN

FILE NO. GLDTC 556 PROJECT NO. 556C IMPROVEMENTS FOR FOUNTAIN INN HIGH SCHOOL

QUILLEN AVE. (S-23-191) (FROM WOODVALE AVE. TO CROSS RD.)
JONES MILL RD. (S-23-191) (FROM CROSS RD. ±1,010' N. OF CROSS RD.)
BELMONT DR. (S-23-1007) (FROM QUILLEN AVE. ±405' W. OF QUILLEN AVE.)
SPEEDWAY DR. (G0432) (FROM QUILLEN AVE. TO ±630' W. OF QUILLEN AVE.)
WENCK CIR. (G0199) (FROM QUILLEN AVE. TO ±160' W. OF QUILLEN AVE.)
CROSS RD. (S-23-889) (FROM QUILLEN AVE./JONES MILL RD. TO HELLAMS ST.)
HELLAMS ST. (S-23-234) (FROM ±875' S. OF CROSS RD. TO ±550' N. OF CROSS RD.)

LAYOUT SCALE: 1 INCH = 1/2 MILE

	QUILLEN AVE./ JONES MILL RD. S-191	BELMONT DR. S-1007	SPEEDWAY DR. G0432	WENCK CIR. G0199	CROSS RD. S-889	HELLAMS ST. S-234	TOTAL MILES
NET LENGTH OF ROADWAY	0.643	0.074	0.117	0.028	0.349	0.270	1.481
NET LENGTH OF BRIDGE							
NET LENGTH OF PROJECT	0.643	0.074	0.117	0.028	0.349	0.270	1.481
NET LENGTH OF EXCEPTIONS							
GROSS LENGTH OF PROJECT	0.643	0.074	0.117	0.028	0.349	0.270	1.481

GREENVILLE GLDTC 556

202094

NPDES PERMIT INFORMATION

NPDES Disturbed

Area = <u>5.7</u> Acres

Approximate Location of Roadway is:

Longitude 82° 11' 53" W

Latitude 34° 42′ 32″ N

CONSULTING ENGINEER FIRMS

# CoTransCo

COTRANSCO, LLC 2123 OLD SPARTANBURG ROAD SUITE 334 GREER, SC 29650

GREENVILLE COUNTY
TRANSPORTATION COMMITTEE
PROGRAM MANAGER



NOTE: ALL WORKMANSHIP AND MATERIALS ON THIS

PUBLISHED ENGLISH VERSION).

N. MAIN ST. @ QUILLEN AVE.

(PAVEMENT MARKING ONLY)

GREENVILLE COUNTY

SCDOT MAP

PROJECT TO CONFORM WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD CONSTRUCTION (LATEST





FOR RIGHT OF WAY: TAB 09/16/19
FOR CONSTRUCTION: TAB 01/02/20

# INDEX OF SHEETS

SHEET #	DESCRIPTION	SHEET TOTAL
1	TITLE SHEET	1
2	SUMMARY OF ESTIMATED QUANTITIES	1
2A	MOVING & REMOVAL ITEMS SHEET	1
3-3E	TYPICAL SECTIONS	6
4-4A	RIGHT-OF-WAY DATA SHEETS	2
4B-4E	RIGHT-OF-WAY STRIP MAP	4
5	GENERAL CONSTRUCTION NOTE & INCLUSIONS	5 1
5A	REFERENCE DATA SHEET	1
6-14	PLAN SHEETS	9
15-24	PROFILE SHEETS	10
PM1-PM11	PAVEMENT MARKING PLAN SHEETS	11
EC1	EROSION CONTROL DATA SHEET	1
EC2-EC10	EROSION CONTROL PLAN SHEETS	9
X1-X55	CROSS SECTIONS	55
DT1-DT2	DETAIL SHEETS	_2_
	тот	AL 114

# \*\*\*CAUTION\*\*\*



CALL 3 DAYS BEFORE DIGGING.

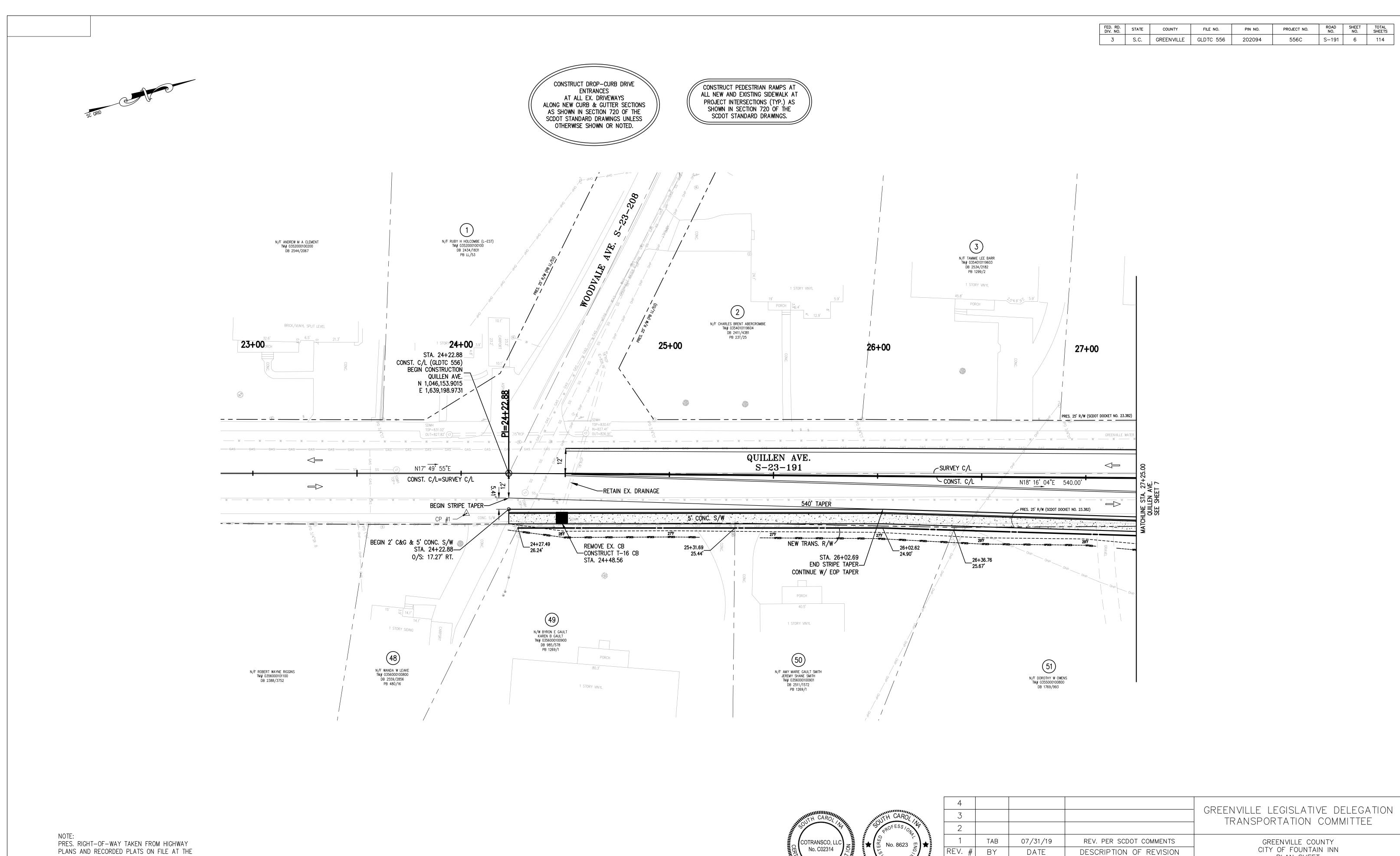
ANY UTILITIES SHOWN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY.
THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER
ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE
CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES
WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES
BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

# RAILROAD INVOLVEMENT?

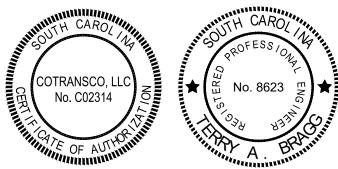
NO

	INITIAL	DATE	CHECKED BY	DATE
PS&E PLANS	TAB	05/13/19	TAB	05/15/19
RIGHT-OF-WAY PLANS	TAB	09/13/19	TAB	09/16/19
FINAL CONSTRUCTION PLANS	TAB	12/31/19	TAB	01/02/20

4			
3			
2			
1			
REV. #	BY	DATE	DESCRIPTION OF REVISION



PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.



	4				G
	3				G
	2				
	1	TAB	07/31/19	REV. PER SCDOT COMMENTS	
	REV. #	BY	DATE	DESCRIPTION OF REVISION	
	TOP0 <u>.</u>	· 	DAT <u>E</u>		
DWG			DAT <u>E</u>	SQUAD	

PLAN SHEET
QUILLEN AVE.
STA. 24+22.88 TO STA. 27+25.00

SCALE 1"= 20' RTE. S-191

