



Greenwood County

Policies and Procedures

Title: Boundary Line Agreements on Lake Greenwood	Number: 11.1	Page: 1 of 3
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Issued By: Toby Chappell, Manager <i>TLC</i>	Approved by: Mark Allison, Chairman <i>MA</i>	
This policy supersedes any and all previous Boundary Line Agreements on Lake Greenwood policies for Greenwood County.		

1.0 STATEMENT OF POLICY

1. A uniform policy is established for the location of the boundary of real property owned by the County for the purpose of the Buzzard's Roost Project at Lake Greenwood governed by a license of the Federal Energy Regulatory Commission bearing Project Number 1267-000 (hereinafter "the Buzzard's Roost Project").
2. This policy does not create a right of any person to purchase any real property, nor a requirement of the County to transfer any real property, but instead creates a policy that can be applied to determine the boundary between real property owned by the County and real property adjacent to the same.
3. Because of those variations which naturally exist between any two parcels of real property and which may give rise to circumstances in which the 440 Contour described herein below is not an appropriate boundary between real property owned by the County and real property adjacent to the same, the County Council shall not be bound by this Policy to accept any proposal as to the boundary of real property owned by the County, and retains and asserts the discretion to evaluate and approve or deny any agreement for the same.
4. No agreement as to the aforesaid boundary shall be made without approval of the County Council. No employee, agent or representative of the County nor any third party shall be authorized to make any agreement as to the aforesaid boundary on behalf of the County without the approval of the County Council.
5. The County shall retain all right, title and interest to the bed of Lake Greenwood and all riparian rights to the water within Lake Greenwood.
6. No agreement made pursuant to this Policy shall grant by itself a right to encroach upon the Buzzard's Roost Project for the purpose of any construction. Such encroachments will continue to be governed by applicable County resolutions.
7. All prior decisions, enactments and actions of the County Council and its predecessor governing bodies of the County remain of full force and effect, except that all regulations, policies and practices of the County in conflict with this Policy are, to the extent of such conflict only, henceforth superseded by this Policy.

2.0 **POLICY AND PROCEDURE**

An agreement (hereinafter a “Boundary Line Agreement”) as to the boundary between real property owned by the County for the purpose of the Buzzard’s Roost Project (hereinafter “County Project Property”) and real property adjacent to the same shall be considered by the County Council upon observance of the following:

1. For the purpose of this Policy, “the Adjacent Owner” shall be defined as the owner of real property adjacent to a line marking the contour of the elevation of 440 feet above mean sea level using the National Geodetic Vertical Datum of 1929 (hereinafter “the 440 Contour”) or a person claiming to own real property adjacent to the 440 Contour.
2. The Adjacent Owner shall cause his or her property to be surveyed by a surveyor duly licensed by the State of South Carolina for the purpose of determining the 440 Contour. Such survey shall be the sole responsibility of the Adjacent Owner and all expenses incurred by the survey shall be paid by the Adjacent Owner.
3. The Adjacent Owner shall present the aforesaid survey to the Lake Management Department.
4. The staff of the Lake Management Department and/or the County Manager shall present the aforesaid survey to the County Council as well as any other pertinent surveys, plats, filings, drawings and other documents, and specifically any documents to show the boundary of the Buzzard’s Roost Project recognized by the Federal Energy Regulatory Commission. The County Manager may make a recommendation as to the propriety of the 440 Contour as the boundary between the County Project Property and the property of the Adjacent Owner, specifically as it relates to the boundary of the Buzzard’s Roost Project recognized by the Federal Energy Regulatory Commission.
5. The County Council may consider in its discretion an agreement providing that the 440 Contour determined by the aforesaid survey, or some other line above the 440 Contour agreed upon by the Adjacent Owner and not within the Buzzard’s Roost Project, shall be the boundary between the County Project Property and the property of the Adjacent Owner.
6. Upon taking up the aforesaid agreement, the County Council shall hold a public hearing on the question. After the public hearing is closed, the County Council may vote to approve or reject the proposed agreement in accordance with the majority of its members present and voting.
7. Upon the execution by the Adjacent Owner of an agreement holding the County harmless from any party claiming title to, or ownership of, any property in dispute between the County and the Adjacent Owner, as well as execution by all owners of real property adjoining the property of the Adjacent Owner of a release of all claims against the County, the County Council may waive the public hearing described in Paragraph 6 hereinabove.
8. The County Council shall consider all direct and indirect benefits of the proposed agreement, including the promotion of the interests of the citizens of Greenwood County, the promotion of fair and reasonable public policy enacted by the County Council, prospective tax revenues from improvements constructed or to be constructed upon the property in question, a prospective increase in the value of adjacent property to include property owned by the County, the promotion of the economic development of Greenwood County, and any monetary amount paid by the Adjacent Owner or his predecessors in title.
9. The County Council shall not make any agreement which would transfer any real property of or within the Buzzard’s Roost Project.

10. This Policy shall not apply to any property formed or created by fill, seawall construction or other manipulation of the 440 Contour after the date of certain aerial photographs which were taken in 2002 and which form the basis for the boundary of the Buzzard's Roost Project recognized by the Federal Energy Regulatory Commission.
11. As a condition precedent to approval of the proposed agreement, the Adjacent Owner shall release the County from any and all claims on behalf of himself or herself and his or her heirs, successors and assigns.
12. Upon approval of the aforesaid agreement by the County Council, a Boundary Line Agreement and any necessary quitclaim deeds or other deeds shall be prepared. Any quitclaim deed or other deed pertaining to the Boundary Line Agreement shall be reviewed and approved by the County Attorney before execution and filing.
13. A transfer of property pursuant to a Boundary Line Agreement shall close within one (1) year of the date of approval by the County Council, or by December 31 of an election year unless reconsidered by the new County Council.
14. The Adjacent Owner shall pay all professional costs incurred in seeking, obtaining, drafting and closing upon a Boundary Line Agreement, including legal fees and costs but excluding fees of the County Attorney.