

1. Agenda

Documents:

[2024_08_26AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2024_08_26CARS.PDF](#)

[2024_08_26PARKING.PDF](#)

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[2024_08_26FOIA.PDF](#)

[2024_08_26OATHOFOFFICE.PDF](#)

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CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
August 26th, 2024
Council Chamber, Clemson City Hall

6:30 PM Call To Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Ducworth

Oath of Office: Swearing in new police officer.

Public Session: (3-minute limit per speaker)

Approval of Minutes: August 5th, 2024

Reports/Discussion

- a. Discuss the feasibility of establishing a maximum city wide neighborhood speed limit of 20 mph. – Police Chief Jorge Campos
- b. Receive a sponsorship request from SMOOTH INC. – Abrianna Lucky
- c. Receive a sponsorship request for the 2025 TEDxClemsonU Event – Ainara Garcia
- d. Discuss a text amendment to Chapter 7, Sec 7-11, Subsection p, Purchasing and Receiving. – Procurement Coordinator Brandon Burton
- e. Staff Reports

Policy Action (2-minute limit per speaker)

Ordinances

- a. Consider 2nd reading of a Freedom of Information Act policy. – City Administrator Andy Blondeau

Other Policy Items

- a. Consider approving a paid parental leave policy. – HR Director Tracy Taylor
- b. Consider setting special event and game day rates for the parking garages. – Planning and Development Director Nathan Woods
- c. Consider an easement and shared use agreement with Clemson United Methodist Church. – City Administrator Andy Blondeau
- d. Consider a budget amendment to purchase 2 new police vehicles. – Police Chief Jorge Campos

Executive Session

Discuss the City Administrator's Annual Review; SC Code Section 30-4-70 (a)(1)

Note: Upon returning to open session, Council may take action on matters discussed in Executive Session.

Mayor-Council reports/comments/new business

Adjourn



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

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Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



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City of Clemson Special Event/Game Day Parking Rates

Comparing to municipalities that also hold parking related to college football stadiums that hold 80,000 to 90,000 fans, the following rates were found:

Gainesville, FL – University of Florida, has a flat rate of \$5

Auburn, AL – Auburn University, has a flat rate of \$30

Lincoln, NE – University of Nebraska, has a flat rate of \$25-30 depending on lot

South Bend, IN – Notre Dame, has a flat rate of \$5 in the garage and \$50-100 for street side parking depending on opponent.

Athens, GA – University of Georgia, has a flat rate of \$40

Columbia, SC – University of South Carolina, has a flat rate of \$10

In addition to these, the First Baptist Church of Clemson was taken into consideration as they also have Game Day parking and are directly next to the parking garage. The church has a flat rate of \$40 at a first come first served basis.



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Policy No. C-104.1

CITY OF CLEMSON

POLICY: Paid Parental Leave (PPL)

Page 1 of 3

Eligibility

To be eligible for Paid Parental Leave (PPL), the employee must be in a full time position and have been employed for a minimum of one year.

1. Leave Amount

An eligible employee shall receive no more than one occurrence of six (6) weeks of PPL for any twelve-month period, even if more than one qualifying event occurs. Regardless of the qualifying event (adoption, birth, foster care placement or guardianship), the entitlement to PPL expires at the end of the twelve-month period beginning on the date of the qualifying event. If the leave is not used by the eligible employee before the end of the twelve-month period following the birth, adoption or foster placement, the leave cannot be carried forward for subsequent use. Any leave remaining at the end of the twelve-month period following the qualifying event or at separation of employment is forfeited and the employee is not paid out for the leave.

An eligible employee shall receive no more than one occurrence of six weeks of PPL for any twelve-month period, even if more than one qualifying event occurs. An eligible employee may, however, be able to use PPL for two qualifying events that occur within the same twelve-month period so long as the start date of the second period of PPL is at least 12 months from the end date of the first period of PPL.

2. Paid Parental Leave Usage

Employees do not have to exhaust all other forms of leave, such as sick or annual leave, before being eligible to take PPL.

PPL shall not be used before the qualifying event. If an employee requires leave before the birth, adoption, foster care placement or emergency guardianship, due to medical reasons or to fulfill legal obligations, other available leave balances shall be utilized per the agency's leave policy.

Adoption, Birth, Foster Care or Guardianship

An eligible employee's PPL taken for an adoption, birth, foster care or guardianship must be taken consecutively. Therefore, once leave commences, the employee must continue leave until the leave is exhausted or they choose to return to work. Any leave remaining when the employee returns to work is forfeited.

3. Paid Parental Leave and FMLA Leave

PPL must run concurrently with FMLA leave and any other unpaid leave to which the eligible employee may be entitled because of the qualifying event.

POLICY: Paid Parental Leave (PPL)

Page 2 of 3

4. Payment While Using Paid Parental Leave and Accrual of Other Leave Types

PPL is paid at 100% of the eligible employee's base pay. Therefore, PPL does not include any additional pay, such as overtime, bonuses, temporary salary adjustments, shift differential pay, on-call pay, call back pay, or special assignment pay.

Eligible employees shall accrue annual and sick leave at the normal rate and receive holiday pay while on PPL, if applicable.

5. Requesting Paid Parental Leave

Employees shall be required to certify that they will use PPL following the birth of a newborn child, adoption, foster care or guardianship so that they can provide care to the child by completing and signing a form requesting PPL. Form 17 (PPL Request Form).

Requests to use PPL should be submitted at least 30 days prior to the date PPL will start. If 30 days' notice is not possible, an employee is required to provide notice as soon as practicable.

6. Required Documentation

Employees must submit Form 17 (PPL Request Form) and the required documentation to receive PPL within 30 days of the start of PPL, or as soon as is practical after the documentation becomes available. Employees may be permitted to begin PPL following the qualifying event and pending receipt of this documentation. However, if the required documentation is not provided within 30 days of the start of PPL, or as soon as is practical after the documentation becomes available, the employee will be required to substitute all other paid leave available and, if sufficient leave is not available, will be placed on Leave Without Pay for the period they were absent from work.

The documentation required for PPL is provided in the table below. The employee is required to supply only one form of documentation and may choose which documentation to provide based on the applicable qualifying event. All documents must include the date of the qualifying event and reflect that the employee is a parent or guardian of the child.

Qualifying Event	Required Documentation (Employee Selects One)
Adoption	• Adoption order and/or agreement confirming the initial date of placement.
Birth	• Birth Certificate or Proof of Birth • Certified DNA Results • Custody Order
Foster Placement	• Foster Care Placement Agreement • Custody Order
Guardianship	• Custody Order

POLICY: Paid Parental Leave (PPL)

Page 3 of 3

Please note the documentation required related to FMLA leave is governed by the FMLA. While the request for PPL and the paperwork related to FMLA require some of the same information, the PPL request and FMLA paperwork are separate documents.

7. Definitions

Child: a newborn biological child; or foster placement of a child under the age of 18; a child initially legally placed for adoption and under the age of 18; or the emergency guardianship of a child under the age of 18. No child can have more than two parents eligible for paid parental leave.

Paid Parental Leave (PPL): six weeks of paid leave at one hundred percent of the eligible employee's base pay.

Parent/Co-Parent: the person listed as a legal parent in the applicable required documentation (birth certificate, adoption order, etc.), the foster parent or legal guardian of a child.

Qualifying Event: the birth of a newborn biological child to an eligible employee or after a co-parent's birth of a newborn child, or fostering a child in state custody, the initial legal placement of a child by adoption, or the emergency placement of a child.



CITY OF CLEMSON
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CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE #2024-[]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEMSON, SOUTH CAROLINA, TO AMEND THE CITY'S EXISTING FREEDOM OF INFORMATION ACT ("FOIA") POLICY; TO PROVIDE FOR FUTURE AMENDMENTS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

WHEREAS, the City, by and through its City Council ("Council"), is authorized and empowered to provide for the City's internal operation according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975, including section 5-7-30 of the Code of Laws of South Carolina 1976, as amended;

WHEREAS, the South Carolina Freedom of Information Act, codified in South Carolina Code Annotated section 30-4-10, *et seq.* (collectively, "FOIA"), subject to certain limitations and exemptions, provides for the production and/or transmittal of public records;

WHEREAS, the Council previously adopted a FOIA policy for the City;

WHEREAS, the Council desires further to clarify and expand certain aspects of the City's FOIA policy, provide for the implementation of additional policies, procedures, practices, and forms, the use of technology, and the selection of a FOIA Response Manager; and

WHEREAS, the Council desires to provide a simplified method for future revisions to the FOIA policy;

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Adoption of FOIA Policy. The City adopts the FOIA Policy (including Fee Schedule) as contained in Exhibit A to this Ordinance, which is incorporated herein by reference.

Section 2. Recission of Existing Policies, Procedures, and Practices. The City rescinds each existing policy, procedure, practice, and form related to the City's responses to FOIA inconsistent with Exhibit A.

Section 3. Authority of City Administrator. The City Administrator is authorized to implement the FOIA Policy consistent with applicable State law and the FOIA Policy, through, for example, the creation of such additional policies, procedures, practices, and forms, the use of technology, and the selection of a FOIA Response Manager.

Section 4. General Repealer. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 5. Severability. If any part of this Ordinances is unenforceable for any reason, then the remainder of this Ordinance remains in full force and effect.

Section 6. Subsequent Changes. Notwithstanding the adoption of the FOIA Policy by ordinance, the City Council is entitled to amend the FOIA Policy by resolution.

Section 7. Savings Clause. Nothing in this Ordinance abrogates, diminishes, or otherwise alters any matter that arose under the City's FOIA Policy (adopted as of), prior to the amendments contained in this Ordinance, and any matter that so arose shall be administered according to such provisions as they existed prior to the enactment of this Ordinance.

Section 8. Effective Date. This Ordinance is effective immediately on second reading by the City Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IT IS SO ORDAINED this the _____ day of _____, 2024.

ATTEST:

Jeremiah Jackson, City Clerk

G. Robert Halfacre, Mayor

First reading: _____, 2024

Second reading: _____, 2024

EXHIBIT A
FOIA POLICY



FREEDOM OF INFORMATION ACT POLICY AND FEE SCHEDULE

SOUTH CAROLINA LAW PROVIDES THAT IT IS A CRIME TO KNOWINGLY OBTAIN OR USE PERSONAL INFORMATION FROM A PUBLIC BODY FOR CERTAIN COMMERCIAL PURPOSES.

The City of Clemson, South Carolina (“City”) adopts this Policy and Fee Schedule in compliance with the South Carolina Freedom of Information Act, codified in South Carolina Code Annotated section 30-4-10, *et seq.* (collectively, “FOIA”).

FOIA requests should be directed to: FOIA Response Manager at FOIA@cityofclemson.org.

Mailing Address:

City of Clemson

Attn: FOIA Response Manager

1250 Tiger Blvd, Suite 1

Clemson, SC 29631

Following receipt of a written request for any public records under FOIA, the City will determine if any potentially responsive public records are in the custody of the City. The City will notify, in writing, the requestor of the City’s determination: (a) for records less than two years old, no more than ten business days following the date of the City’s receipt of the request; and (b) for records more than two years old, no more than 20 business days following the date of the City’s receipt of the request. A business day excludes Saturdays, Sundays, and all legal public holidays, whether federal, state, or local.

If the City determines that the requested public records are in the custody of the City and available and are not exempt from disclosure, then the City will provide the public records to the requestor (a) for records less than two years old, no more than thirty calendar days following the date of the City’s written determination; and (b) for records more than two years old, no more than thirty-five calendar days following the date of the City’s written determination.

Upon receipt of costs and fees as outlined in this Policy and Fee Schedule, the City will provide access to or copies of public records in the City’s custody unless the records are exempt from disclosure (a) under FOIA, or (b) according to other applicable state law or federal law. Based on the City’s determination of the sensitivity of the public record requested (*for example*, whether the public record contains information of a sensitive personal nature, business income-related information, information related to potential or pending litigation, or attorney-client or work-product materials), the City will withhold an entire public record unless a portion of the public record may be sufficiently redacted to protect the sensitive information, in which case the City will redact the public record prior to release. In the absence of specific direction from City Council to the contrary, the City staff shall take precautions to ensure no exempt material is inadvertently disclosed.

For any request to inspect, copy, or receive an electronic transmission of public records, the City shall set reasonable limitations on the time, place, and manner of access to public records, which may include, for example, access during designated hours/days, a “reading room,” a logon requirement for a FOIA-dedicated computer system.

Except as may otherwise be required by FOIA or other applicable state law or federal law, the City is required neither to create a public record (in any form) where either the public record or the requested form of the public record does not already exist nor to answer questions regarding public records, except to the extent necessary to provide the requestor with information regarding the City's FOIA policy and process and the production or transmittal of public records.

The City will provide each public record in a form that is convenient and practical for use by the requestor, to the extent, and only to such extent, as it is equally convenient for the City to provide the public records in the requested form. Once the City provides a public record to a requestor, a copy of the request and responsive public record(s) shall be published to a website maintained by the City for such purpose.

The following public records are available on the City's website, and, are therefore not subject to public inspection and copying at City Hall:

- (1) minutes of the meetings of the City for the prior six months;
- (2) all reports identified in South Carolina Code Annotated section 30-4-50(A)(8), for no less than 14 days;
- (3) documents identifying persons confined in (if and only to the extent applicable) the City jail, the City detention center, or the City prison for the preceding three months; and
- (4) all documents produced by the City or its agent that were distributed to or reviewed by a member of City Council during a public meeting, not including any portion of a meeting held in executive session, for the preceding six-month period.

Upon written request and payment of any applicable costs and fees, the City shall copy and transmit such public records to a requestor.

The City adopts the Fee Schedule, which is attached to this Policy. To the best of the City's calculation, the costs and fees contained in the Fee Schedule do not exceed (a) the actual cost of the search, retrieval, and redaction (which may include the use of one or more attorneys to review such records at the attorney's standard hourly rates) of records, (b) the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request, and (c) for copying, shall not exceed the prevailing commercial rate for the production of such copies. Further, the City shall not charge for copying public records that are stored by the City and provided to a requestor in electronic form. However, for public records that are not stored by the City in electronic format and the City agrees to provide such public records in electronic format, the City shall charge the appropriate staff time and a related technology fee for converting such public records to electronic form and providing a means of transferring the public records electronically.

A DEPOSIT IS REQUIRED prior to searching for and/or copying records pursuant to a request, if the search and/or retrieval time is anticipated to be greater than 30 minutes and/or the number of pages to be produced is anticipated to be greater than 10 pages. The deposit is equal to 25% of the reasonably anticipated cost and fees for reproduction of the public records. If a deposit is required, then the public records will be furnished (a) for records less than two years old, no more than thirty calendar days following the City's receipt of the applicable deposit; and (b) for records more than two years old, no more than thirty-five calendar days following the City's receipt of the applicable deposit. No public records shall be provided to the requestor prior to the balance being paid-in-full at time of production or transmittal.

Any deadline contemplated under FOIA may be extended by written, mutual agreement (which shall not be unreasonably withheld) of the City and the requestor.

Fee Schedule

The City's costs and fees shall be uniformly applied to each requestor.

If the search/retrieval time is less than half an hour and/or the total number of documents responsive to the request is 10 pages or less, no costs or fees will be charged.

The City shall not otherwise waive or discount the costs or fees associated with any request.

	Minutes/Hours	X Rate	= Cost
Search/Retrieval Time		\$*	
Copies	Number of Pages	Unit Price	
Black-white paper records/Standard reports 8.5x11		\$0.25/page	
Color paper records/Standard reports 8.5x11		\$0.50/page	
Standard maps/Plots up to 11x17 black-white		\$0.50/each	
Standard maps/Plots up to 11x17 color		\$1.00/each	
Standard maps/Plots larger than 11x 17		\$5.00/each	
Microfiche/Microfilm copies (black-white)		\$0.25/each	
CD/DVD		\$1.00/each	
Flash Drive		\$12.00/each	
TOTAL COST			

*Based on the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request. This may also include the use of one or more attorneys to review such records at the attorney's standard hourly rates.



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This instrument was prepared by:
King Kozlarek Root LLC
201 Riverplace, Suite 500
Greenville, SC 29601
Attn: Michael Kozlarek, Esq.

AMENDED AND RESTATED EASEMENT AND SHARED USE AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AND SHARED USE AGREEMENT (this "Agreement") is made and entered into as of , 2023, by and between the **CITY OF CLEMSON**, a municipal body politic existing under the laws of the State of South Carolina ("City"), and **CLEMSON UNITED METHODIST CHURCH**, a religious institution recognized by the laws of the State of South Carolina ("Church"), (City and Church being sometimes referred to herein collectively as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, City is the owner of certain real property identified on **Exhibit A** being more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "City Property"); and

WHEREAS, Church is the owner of certain real property which is adjacent to the City Property, identified on **Exhibit A** being more particularly described on **Exhibit C** attached hereto and by this reference made a part hereof (the "Church Property" and collectively referred to with the City Property as the "Properties"); and

WHEREAS, the Parties previously entered into a number of ancillary agreements pertaining to these Properties and certain rights associated thereto, including but not limited to, a Shared Use Agreement and Temporary Construction Easement and Permanent Construction, Maintenance, Drainage and Recreational Trail Easement (collectively the "Historical Agreements"); and

WHEREAS, the City intends to substantially alter the City Property, which is designated for use a public park, by approximately Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) Dollars in City expenditures and capital improvements; and

WHEREAS, recognizing that such improvements to the City Property will significantly impact or change the current arrangement and reciprocal rights between the Properties, the Parties now wish to amend, restate, and replace the Historical Agreements according to the terms established by this Agreement; and

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of TEN DOLLARS (\$10.00) in hand paid to each of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Repeal of Historical Agreements. The Historical Agreements are hereby repealed, rescinded, terminated, and replaced by mutual consent of the Parties and this Agreement shall control the relationship among the Parties and Properties henceforth.

2. Incorporation of Recitals and Exhibits. The recitals set forth above and all Exhibits attached hereto are hereby incorporated into the substantive body of this Agreement.

3. Easements Granted by Church. The Parties acknowledge and agree that City requires certain easements as hereinafter described, including but not limited to, a permanent construction, maintenance, drainage, and recreational trail easement over the Church Property for the benefit of the City Property and is intended to run with the land, pursuant to the terms set forth below, over, across, and upon a portion of the Church Property as described in Exhibit C.

3.1. Permanent Trail Easement. The Parties acknowledge and agree that the City currently maintains a "multi-use trail" or "recreational trail" for public use on the City Property and Church Property, as reflected on Exhibit A and more particularly provided on Exhibit D, which connects Clemson Park and Clemson Park Road, running along the inside edge of the Church Property to connect such recreational trail with Frontage Road on the western side of the Church Property (the "Permanent Easement"). Unless otherwise noted on Exhibit D, the Permanent Easement over the Church Property shall be 15 feet on each side from the center line of the aforementioned trail, with the paved or otherwise improved portion for travel being at least 10 feet, but no wider than 12 feet, in width.

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

AND FURTHER TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use of the Permanent Easement, including without limitation, the right of the general public for ingress thereto and egress therefrom over, under, through, upon and across the Church Property and all rights of way and ingress and egress easements beneficial to the City and City Property.

TO HAVE AND TO HOLD all and singular the easement rights before mentioned unto City, its successors and assigns, forever.

AND Church does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto City, its successors and assigns, against itself and any person whomsoever claiming or to claim the same or any part thereof, by through or under it.

3.1.1. Restrictions, Conditions, and Limitations of the Permanent Easement. To ensure that the above granted Permanent Easement rights will be effective for the purposes granted and will be utilized in accordance with the intention of the Parties, Church and City do hereby further covenant and agree as follows:

3.1.1.1. The City shall have the right to connect and incorporate the trail, as denoted on Exhibit A, with and into a trail system with recreational access and use by the public;

3.1.1.2. The City shall have the right of ingress, egress, and access to the Permanent Easement, on and upon the Permanent Easement as may be necessary or convenient for the purpose of maintaining the easement and/or trail, including, but not limited to laying, constructing, maintaining, repairing, altering, replacing and improving the trail with and of such materials as may be deemed appropriate for recreation trail use. If access outside of the Easement is required by the City, the City will contact the Church's Chairman of the Trustee's prior to the needed access;

3.1.1.3. The City's construction of the trail included the installation of stormwater pipes to promote proper drainage from the Permanent Easement (see Exhibit A);

3.1.1.4. The City reserves the right to construct, operate, reconstruct, improve, repair, maintain, monitor, and police the trail and Permanent Easement at all times, subject to the terms of this Agreement;

3.1.1.5. The City shall have the right to cut away and keep clear of the Permanent Easement vegetation and trees that might endanger or injure the trail or users thereof or interfere with proper operation or maintenance of the trail;

3.1.1.6. The City may plant trees, grass, flowers, shrubbery, and other vegetation in the Permanent Easement in order to beautify the trail, provide shade, and to control erosion;

3.1.1.7. From time to time, the City may place permanent and/or temporary signs or minor structural elements within the Easement area to help facilitate the intended public use of the trail, including, but not limited to, benches, trash receptacles, and other trail-related equipment or fixtures; however, the appearance, location, and means of construction of any permanent site element initiated by the City must first be approved by Church, approval of which will not be unreasonably withheld;

3.1.1.8. Similarly, the City may propose other alterations and improvements to the trail and/or Permanent Easement, and any changes will be denoted on an amended Exhibit A and recorded with Pickens County; however, the appearance, location, and means of construction of such proposals must first be approved by Church, approval of which will not be unreasonably withheld;

3.1.1.9. Church shall not fill or construct improvements on or in any way alter the topography of the land within the Easement in such a way that interferes with the City's intended use of the Permanent Easement without the written consent of the City; and,

3.1.1.10. Church shall take no act nor make any statement that might be interpreted as a waiver of sovereign immunity by the City.

3.1.1.11. The Permanent Easement allows use of the trail for bicycle and foot traffic for recreational purposes, subject to any applicable ADA and other applicable access requirements, accommodations, and laws, and allowing for emergency service vehicles, and City or City-contracted maintenance, upkeep, and construction vehicles and equipment;

3.1.1.12. The trail shall be open without fee to the public for recreational purposes when the trail is not in use for special events or competitions;

3.1.1.13. Overnight camping, hunting, possession of concealable weapons, fireworks, and fires are prohibited at all times in the Permanent Easement;

3.1.1.14. Timber logging and/or brush cutting shall be limited to solely that which is necessary to construct and maintain the trail(s), and any profits from timber or other natural resources belong solely to Church;

3.1.1.15. The City will make best efforts to avoid removal of healthy trees while attempting to keep the trail and users of the trail safe and trying to avoid unnecessary additional intrusion onto the Church Property;

3.1.1.16. All applicable laws, ordinances, rules, and regulations remain in effect within the Permanent Easement; and,

3.1.1.17. At the expense of the City and/or the Friends of the Green Crescent Trail, a sign honoring and memorializing Church's contribution to this section of the recreational

trail may be posted, with language, size, and location to be mutually agreed upon by the parties, should Church so desire.

4. Access Easement Granted by City. Subject to the terms and conditions of this Agreement as hereafter set forth, City hereby grants to Church, for the benefit of and as an appurtenance to the Church Property, and for the benefit of Church, its employees, agents, contractors, subcontractors, and parishioners, an unobstructed non-exclusive easement over, upon, across and through the portion of paved roadway currently existing on the City Property used for ingress and egress to and from Clemson Park Road from the Church Property, as more accurately depicted on Exhibit E attached hereto.

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

TO HAVE AND TO HOLD all and singular the easement rights before mentioned unto Church, its successors and assigns, forever.

AND City does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto Church, its successors and assigns, against itself and any person whomsoever claiming or to claim the same or any part thereof, by through or under it.

5. Covenants Running With the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall run with the land and shall be binding upon the Parties and each of their respective successors and assigns. Any transferee of the City Property or Church Property, as the case may be, shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property.

6. Shared Use Provisions (Recreational Area, Overflow Parking). Church does hereby grant, bargain, sell and convey unto City, its successors and assigns, a right of Shared Use for the purposes of public park, recreation and recreational sports uses upon that certain portion of the Church Property measuring 650 feet in length by 200 feet in the southwestern corner of its property, as identified on Exhibit A more particularly depicted on Exhibit E attached hereto. Church further agrees to a right of Shared Use for overflow parking in any designated parking spaces on the Church Property for members of the general public attempting to use the City Property outside of normal service or worship hours of the Church. The Shared Use provisions of this Section 6 shall last for a term of ten (10) years from the date of this Agreement. Upon expiration of the initial agreement period, this agreement shall automatically renew for twelve months until either party notifies the other in writing of its intent to terminate the Agreement.

7. Authority. City represents and warrants that it (i) owns the City Property in fee simple, (ii) has the right to execute this Agreement and to grant the easements set forth herein, and (iii) has obtained all necessary consents and authorizations for its execution and delivery hereof. Church represents and warrants that it (x) owns the Church Property in fee simple, (y) has the right to execute this Agreement, and (z) has obtained all necessary consents and authorizations for its execution and delivery hereof.

8. Miscellaneous.

8.1. Severability. Every provision of this Agreement is hereby declared to be independent of, and separable from, every other provision hereof. If any provision shall be held to be invalid or unenforceable, that holding shall be without effect upon the validity, enforceability or running of any other provision of this Agreement.

8.2. Governing Law. This Agreement shall be governed in accordance with the laws of the State of South Carolina.

8.3. Headings. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

8.4. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers. No Party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

8.5. Agreement Jointly Prepared. The Parties hereto acknowledge and agree that this Agreement is the result of mutual negotiation and preparation, and that any rule of construction purporting to construe one or more provisions against the drafter of this Agreement shall be deemed inapplicable to the interpretation hereof.

8.6. Amendment. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by the Parties or their respective successors or assigns.

8.7. Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original, but all counterparts hereof taken together shall constitute one and the same document.

8.8. Successors and Assigns. The terms "City," "Church," "Party," and "Parties" as used herein shall at all times be deemed to include the respective successors and assigns of said Party, and this Agreement shall run with the land inure to the benefit of and be binding upon City, Church, and their respective successors and assigns. For any avoidance of doubt, the use of the term "successors and assigns" in any portion of this Agreement, including the habendum clauses of the easements, shall not serve as evidence that the Parties intended to exclude the term "successors and assigns" as to any other reference to the terms "City," "Church," "Party," or "Parties" in this Agreement.

8.9. Entire Agreement. This Agreement contains that entire understanding among the Parties as to the subject matter hereof and supersedes any prior understanding and agreements between them respecting said subject matter.

[Signatures Begin on the Following Page]

LIST OF EXHIBITS:

- Exhibit A – Overview Map
- Exhibit B – City Property Legal Description
- Exhibit C – Church Property Legal Description
- Exhibit D – Trail Easement
- Exhibit E – Parking Access Easement
- Exhibit F – Shared Recreational Area

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Easement and Shared Use Agreement to be effective as of the date and year first above written.

SIGNED, SEALED and delivered in
the presence of:

City of Clemson

Print Name: _____
Witness #1 _____

_____(SEAL)
By: Robert Halfacre
Its: Mayor

Print Name: _____
Witness #2/Notary _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____, 2023 by
Robert Halfacre, Mayor of the City of Clemson, on behalf of the City.

Notary Public Signature

Notary Public Printed Name

Notary Public for: _____

My Commission expires: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Easement and Shared Use Agreement to be effective as of the date and year first above written.

SIGNED, SEALED and delivered in
the presence of:

Clemson United Methodist Church

To Keah Teague
Print Name: To Keah Teague
Witness #1

Bernard C. Blide (SEAL)
By: Bernard C. Blide
Its: Trustee

Mary E. Castleton
Print Name: MARY E. CASTELONE
Witness #2/Notary

STATE OF South Carolina
COUNTY OF Oconee)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 12 August, 2023 by
Bernard C. Blide, as Trustee of Clemson United Methodist Church, on behalf of the
Church.

Mary E. Castleton
Notary Public Signature
MARY E. CASTELONE
Notary Public Printed Name
Notary Public for: South Carolina
My Commission expires: 03/22/2027

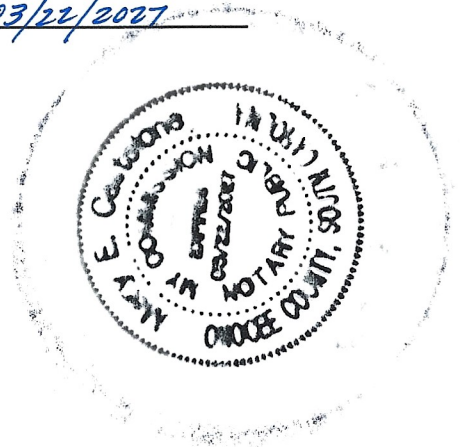


EXHIBIT A
OVERVIEW MAP

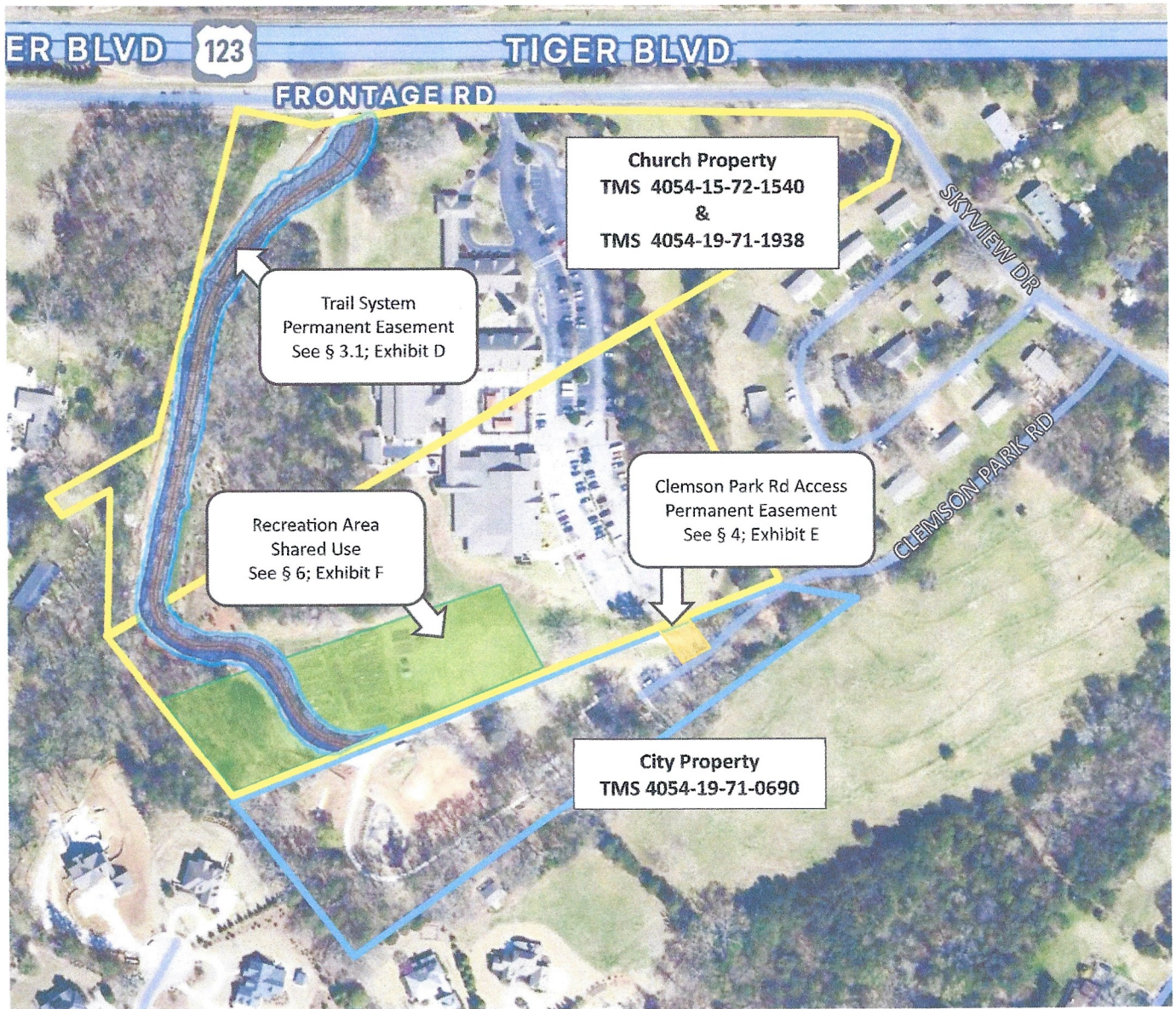


EXHIBIT B
CITY PROPERTY LEGAL DESESCRIPTION

[add this]

EXHIBIT C

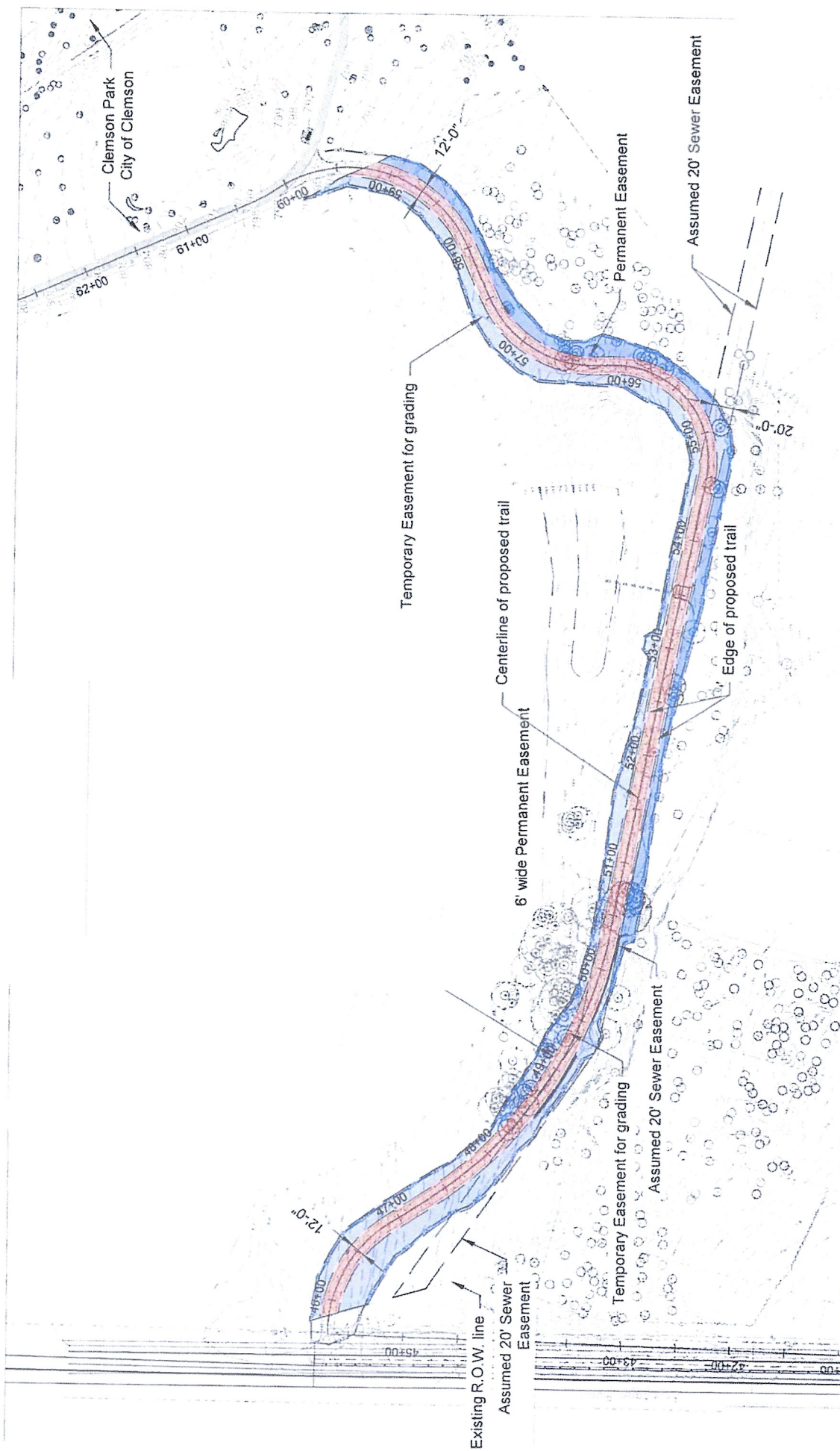
CHURCH PROPERTY LEGAL DESCRIPTION

[add this]

EXHIBIT D

TRAIL EASEMENT

(see attached)



SCALE: 1" = 80'



GREEN CRESCENT TRAIL:
EXHIBIT- GREENWAY TRAIL ON CLEMSON UNITED METHODIST CHURCH PROPERTY
8/12/2021

EXHIBIT E

PARKING ACCESS EASEMENT

(see attached)



Mayor and City Council
1250 Tiger Boulevard
Clemson, SC 29631

Re: Easement at Clemson Park Road

Clemson United Methodist Church is in the process of planning and preparing to add a Christian Life Center to our campus. It will include a gym/worship space with 400 seating capacity. The building also includes a youth center, several adult meeting rooms, space for two elementary classrooms, as well as bathrooms with shower facilities for hosting community work projects and Red Cross emergency needs.

Considering the potential number of people that can be on site when this new space is coupled with our existing worship, office, and day care facility we would like to request an easement to enter Clemson Park Road.

The exit/entry would greatly assist with traffic flow and control since everyone tends to arrive and exit the facility at approximately the same time. The new exit is proposed to be located adjacent to the current entrance to the Boy Scout hut that is located on our property. Please refer to the attached drawings submitted by The Boudreaux Group Architects for the specific location.

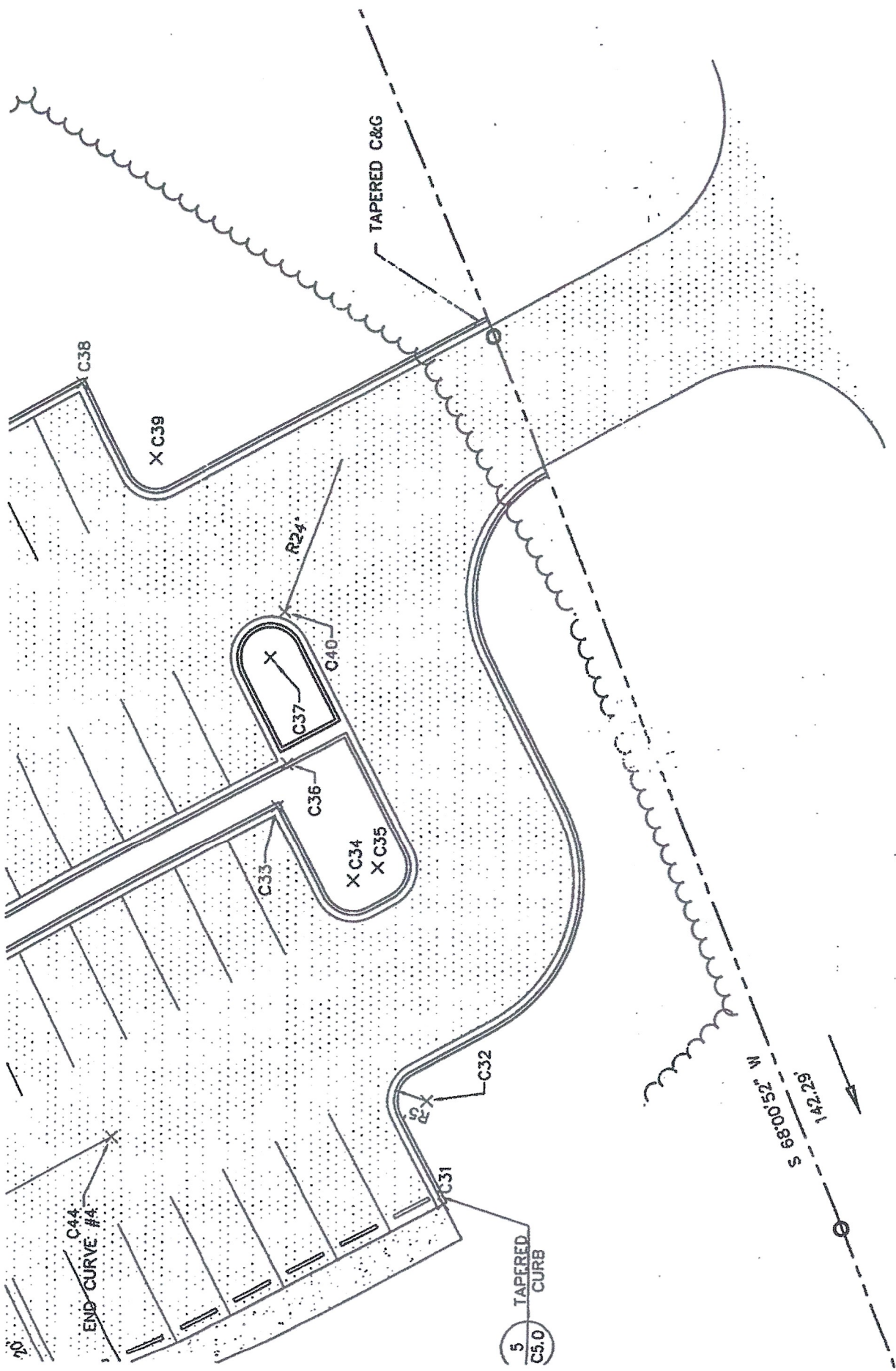
Sincerely,

Bruce Nessler, Chair of Trustees

Keith Ray, Senior Pastor

Open Hearts, Open Minds, Open Doors





CLEMON PARK DRIVE

EXHIBIT F

SHARED RECREATIONAL AREA

(see attached)

