

**AN ORDINANCE TO AMEND FISCAL YEAR 25/26 OPERATING BUDGET TO
ACCEPT THE AWARD OF \$332,300 FROM THE SC OPIOID RECOVERY FUND AND
AUTHORIZE THE HIRE OF TWO OFFICERS AND PURCHASE TWO VEHICLES
FOR THE EASLEY POLICE DEPARTMENT**

WHEREAS, the City Council of Easley has previously adopted a budget for fiscal year 2025–2026; and

WHEREAS, the Police Department applied for a grant and was awarded a grant from the SC Opioid Recovery Fund for the operation and support of a public safety service program; and

WHEREAS, City Council wants to amend the approved budget to allocate funds for the hire of two police officers and authorize the purchase of vehicles.

WHEREAS, Amendment #2 for the FY 2025-2026 budget is attached to this Ordinance setting forth the amendment amounts in detail for a sum of \$332,300.00.

**THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED,**

to amend the FY 2025-2026 budget as outlined in the attached Exhibit A, effective upon Second Reading by Council and transfer funds from the General Fund to the Opioid Recovery Fund to fulfill the request for funds for the police department.

Done in meeting duly assembled this 10th day of November 2025.

First reading: October 13, 2025

Second reading: November 10, 2025

CITY OF EASLEY, SOUTH CAROLINA

Lisa Talbert, Mayor

ATTEST:

Form, substance, and number
Approved by City Attorney

Jennifer Bradley, City Clerk

Daniel Hughes, City Attorney

Exhibit A

FY 25-26 BUDGET – AMENDMENT #2

REFLECTS \$332,300 TOWARDS THE FOLLOWING:

Opioid Recovery Fund for program to include hiring two police officers and purchasing two vehicles and other needed supplies & equipment

<u>Revenue - Opioid Recovery Fund</u>	FY 25-26 Original Budget	FY 25-26 Amended Budget	Amount Amended
REVENUE			
67-XXX-425-XXX – Revenue	\$0	\$332,300	\$332,300
TOTAL REVENUE CHANGE			\$332,300
<u>Expenditures – Opioid Recovery Fund</u>	FY 25-26 Original Budget	FY 25-26 Amended Budget	Amount Amended
EXPENSE			
67-XXX-510-000 – Salaries	\$0	\$128,000	\$128,000
67-XXX-530-000 – Retirement	\$0	\$15,800	\$15,800
67-XXX-540-000 – FICA	\$0	\$9,800	\$9,800
67-XXX-550-000 – Emp Health Ins	\$0	\$15,700	\$15,700
67-XXX-660-001 – Community Promotions	\$0	\$16,410	\$16,410
67-XXX-660-003 - Software	\$0	\$2,000	\$2,000
67-XXX-632-000 – Misc Expense	\$0	\$6,780	\$6,780
67-XXX-638-000 – Professional Fees	\$0	\$4,500	\$4,500
67-XXX-644-000 - Equip	\$0	\$1,500	\$1,500
67-XXX-664-000 – Training/Seminars	\$0	\$3,150	\$3,150
67-XXX-710-000 – Capital Expenditures	\$0	\$124,660	\$124,660
TOTAL EXPENDITURE CHANGE			\$332,300

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF
ANY AND ALL INTEREST IN CERTAIN REAL PROPERTY IN THE CITY OF
EASLEY LOCATED AT 201 S. 5TH STREET AND 205 S. 5TH STREET, EASLEY,
PICKENS COUNTY, SOUTH CAROLINA**

WHEREAS, the City of Easley received an interest in certain real property located at 201 S. 5th Street, Easley, SC and is identified as West End Hall. The property is located on land owned by the School District of Pickens County, Pickens County Tax Map No. 5019-15-63-8014 within the city limits of Easley, County of Pickens (hereinafter "Property"); and,

WHEREAS, the City of Easley received an interest in certain real property located at 205 S. 5th Street, Easley, SC and is identified as Pickens County Tax Map No. 5019-15-63-8014 within the city limits of Easley, County of Pickens (hereinafter "Property"); and,

WHEREAS, the City of Easley desires to convey the two properties to the School District of Pickens County for a purchase price of Nine Hundred Thousand Dollars and No/100 (\$900,000.00) and,

WHEREAS, pursuant to S.C. Code § 5-7-40, a municipality may convey or dispose of property it owns by Ordinance; and,

WHEREAS, the Mayor and Council find that it is in the best interest of the City of Easley to convey the Properties to the School District of Pickens County for a purchase price of Nine Hundred Thousand Dollars and No/100 (\$900,000.00).

NOW, THEREFORE, BE IT ORDAINED, BY THE MAYOR AND COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver a quit-claim deed to convey any and all interest the City may have in the Property along with all closing documents associated with said transaction.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to the conveyance contemplated by this Ordinance.

First Reading: November 10, 2025
Second Reading: December 8, 2025

Lisa Talbert
Mayor

ATTEST:

Form, substance, and number
approved by City Attorney

Jennifer Bradley
City Clerk

Daniel Hughes
Attorney at Law

STATE OF SOUTH CAROLINA) **CONTRACT FOR THE SALE AND TRANSFER OF A**
) **BUILDING AND FOR THE SALE AND PURCHASE**
COUNTY OF PICKENS) **OF REAL ESTATE**

THIS CONTRACT FOR THE SALE AND TRANSFER OF A BUILDING AND SALE AND PURCHASE OF REAL ESTATE (hereinafter referred to as “Agreement” or “Contract”) is made and entered into as of this _____ day of _____, 2025, by and between the Pickens County School District, a political subdivision of the State of South Carolina (hereinafter referred to as “Purchaser”), and the City of Easley, a South Carolina municipal corporation (hereinafter referred to as “Seller”). The “Effective Date” of this Contract shall be that date of the last signature to the contract.

RECITALS:

WHEREAS, on or about June 13, 1988, Seller and Purchaser entered into an agreement entitled "Lease on Real Estate and Gift of Building," a copy of which is attached hereto as **Exhibit "A"** in which Purchaser agreed to lease certain real property to the Seller located at 201 S. 5th Street, Easley, SC and gift the building located thereon to the Seller; and,

WHEREAS, based upon the June 13, 1988 agreement, Purchaser retained ownership of the land at 201 S. 5th St., Easley, SC and Seller owned the building located thereon, said building being identified as a 28,830 square foot school structure shown on **Exhibit "B"** ("the Building"); and,

WHEREAS, Seller desires to sell and Purchaser desires to purchase the building; and,

WHEREAS, in addition, Seller is the owner of certain real estate described on **Exhibit “C”** located at 201 S. 5th St., Easley, SC and further identified as that certain Pickens County tax map number 5019-15-62-8882 (hereinafter “the Property”); and,

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property; and,

WHEREAS, Purchaser and Seller desire to enter into this Agreement providing the terms of the sale of the Building and the Property from Seller to the Purchaser.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten and No/100ths (\$10.00) Dollars and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Purchase Price and Terms. The Seller agrees to sell, and the Purchaser agrees to purchase, the Building located at 201 S. 5th Street, Easley, SC shown on Exhibit "B" and the Property and any improvements thereto described on Exhibit "C" hereto for a sales and purchase price of Nine Hundred Thousand and No/100ths (\$900,000.00) Dollars, which shall be paid as follows:

- a. Earnest Money. \$25,000.00 in earnest money (the "Deposit") paid by Purchaser to Seller within five (5) business days of delivery and acceptance of this contract by both parties of an executed contract, which earnest money deposit is to be held in escrow by _____ (the "escrow agent"), until the sale is closed, at which time it will be credited to Purchaser. This earnest money shall be fully refundable during the Due Diligence period(s) following the Effective Date and if any contingencies contained here are unsatisfied as of the date of the closing.
- b. Balance. \$875,000.00, the balance of the purchase price made by Purchaser, in cash, certified check or by electronically wired funds at closing.

2. Real Property. This contract covers the Building shown on Exhibit "B" and the real estate described on Exhibit "C."

SEE ATTACHED EXHIBITS "B" AND "C"

3. Deed, Encumbrances, and Access. As a condition to purchase, the Seller will convey fee simple title to the Property described herein to the Purchaser by Quit Claim Deed, vesting in the Purchaser good and marketable title to the Property, subject only to the exceptions described on Exhibit "D" hereto, or as set forth hereinafter, collectively referred to as the "Permitted Title Exceptions." Good and marketable title is hereby defined as title which is insurable by a national title insurance company at its standard rates and without exceptions other than those Permitted Title Exceptions.

4. Survey. Purchaser may acquire, but is not obligated to acquire, at its expense, a survey (or surveys) of the Property in recordable form and prepared by a registered South Carolina Land Surveyor (the "Survey"), provided that to the extent in the possession of Seller, Seller will provide to Purchaser any existing survey of the Property. The Survey shall indicate the exact total acreage and square footage of the Property, the boundaries, dimensions and location of the Property, and certification to Purchaser and its designees, and shall be subject to the reasonable approval of Seller, Purchaser and Purchaser's attorney. Within ten (10) business days after Purchaser's receipt of the last to be received of the Title Documents (as defined below), Purchaser may deliver notice to Seller objecting to any easements, encroachments, or other impediments, other than the Permitted Title Exceptions, as shown on the Survey which Purchaser determines are unacceptable or would unreasonably hinder Purchaser's intended use of said Property. Seller shall have ten (10) business days after such notice is received to respond to Purchaser's objections, identifying any information needed or any actions to be taken to correct such objections. If such objections are not resolved to Purchaser's satisfaction on or before the expiration of the Due Diligence Period, then the Purchaser may terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser.

5. Title Insurance.

a. Within five (5) business days after the Effective Date, Seller shall furnish to Purchaser copies of its most recent title policy insuring the Property, and any and all other documents relevant to the title of the Property.

b. As a condition to this purchase, Seller agrees that Purchaser must be able to obtain a policy for title insurance from a national title insurance company to insure good and marketable fee simple title, free and clear of all liens and encumbrances with the exception of the Permitted Title Exceptions. Purchaser shall cause escrow agent to issue a current commitment for title insurance (the "Title Commitment", and together with the Survey, and each and every update to the Title Commitment and the Survey, as may be received, the "Title Documents") during the Due Diligence Period. Within ten (10) business days after Purchaser's receipt of the last to be received of the Title Documents, Purchaser may deliver notice to Seller objecting to any exception, lien, encumbrance, restriction, easement or encroachment or any matter relating to the title as indicated in the Title Commitment, other than the Permitted Title Exceptions, which Purchaser determines are unacceptable or would unreasonably hinder Purchaser's intended use of said Property. Seller shall have ten (10) business days after such notice is received to respond to Purchaser's objections, identifying any information needed or any actions to be taken to correct such objections. If such objections are not resolved to Purchaser's satisfaction on or before the expiration of the Due Diligence Period, then the Purchaser may terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser.

6. Proration. All assessments, property taxes, rents and interest on the Property shall be prorated as of the date of final closing. To Seller's best knowledge, there are no special assessments presently levied against the Property. For the purposes of prorations, a 365-day calendar day period will be used in making calculations. Tax prorations pursuant to this Contract will be based on the taxes of record for the current year if known, or if unknown, then based upon the prior year's taxes. No adjustments to prorations shall be made after the closing.

7. Purchaser's Default. The parties acknowledge and agree that Seller should be entitled to compensation for any detriment suffered if Purchaser fails to consummate the acquisition of the Building and the Property if and when required to do so under the terms of this agreement, but agree that it would be extremely difficult to ascertain the extent of the actual detriment Seller would suffer as a result of such failure. Therefore, if the Purchaser shall be in default under this Contract ("Purchaser Default"), then, as Seller's sole remedy, Seller shall be entitled to terminate this agreement by giving notice thereof to Purchaser and escrow agent, in which event the Deposit shall be paid to Seller (subject to Purchaser's right to dispute a delivery of the Deposit to the Seller) as fixed, agreed and liquidated damages, and, after the payment of the Deposit to Seller, neither Seller nor Purchaser will have any further rights or obligations under this agreement, except for any obligations that expressly survive termination. Except as otherwise expressly provided in this agreement, in the event either party disputes in writing the other party's right to the Deposit, the escrow agent shall have the right to file an interpleader action to determine the rightful recipient.

8. Seller's Default. If the Seller shall be in default under this Contract ("Seller Default"), then Purchaser shall have the option to (i) pursue specific performance of all of Seller's duties and obligations under this agreement (and deduct from the purchase price all reasonable costs, including reasonable attorneys' fees and costs actually incurred by Purchaser in connection with such action to enforce specific performance) by filing an action for same within sixty (60) days after the scheduled date of closing; or (ii) terminate this Agreement by notifying Seller and the escrow agent, in which event the escrow agent shall return the Deposit and any accrued interest thereon to Purchaser (subject to Seller's right to dispute a return of the Deposit to the Purchaser),

whereupon no party shall have any further liability or obligation to any other party under this agreement, except for those obligations or liabilities which survive a termination of this agreement; or (iii) waive such Seller Default and proceed to closing.

9. Purchaser's Due Diligence Period.

a. Seller shall grant the Purchaser time to determine the suitability of the Property for Purchaser's intended use for a period of thirty (30) days after the Effective Date (the "Due Diligence Period"), to expire at 11:59 p.m. Eastern Time on the last day of the Due Diligence Period. Seller will exercise all reasonable efforts to facilitate the inspection of the Property by Purchaser on or before the expiration of the Due Diligence Period. If it is determined within the Due Diligence Period that the Property is not reasonably suitable for Purchaser's intended use, then Purchaser may terminate this Contract. Notwithstanding any provision in this agreement to the contrary, unless Purchaser provides a written notice to Seller that Purchaser is electing to proceed with the transaction on or before the expiration of the Due Diligence Period, which election shall be in Purchaser's sole and absolute discretion (the "Notice to Proceed"), this agreement shall automatically terminate as of the expiration of the Due Diligence Period, in which event the Deposit will be returned to Purchaser, and upon such, neither Seller nor Purchaser shall have any further obligations to the other or pursuant to the terms and provisions of this agreement, other than any obligations which by their terms survive the termination hereof. If Purchaser delivers the Notice to Proceed as required under this section, (i) Purchaser shall be deemed to have waived its right to terminate this agreement for any reason other than a Seller Default, and (b) the entire Deposit shall become immediately nonrefundable to Purchaser, except as otherwise set forth in this Agreement.

10. Additional Contingencies. This Contract is further contingent upon the following: (a) Approval of this Contract by the Easley City Council; (c) Purchaser obtaining all requisite regulatory, administrative, or governmental authorizations and consents, and confirmation of all necessary public utilities and necessary permits; (c) absence of pending or threatened litigation, investigations or other matters affecting the Property; and, (d) confirmation that the representations and warranties of the parties are true and accurate in all respects. For the avoidance of doubt, Seller and Purchaser agree that if any Contingencies are not satisfied by closing, then, in addition to any remedies Purchaser has hereunder in the event the failure to satisfy such Contingency is also a Seller Default, Purchaser shall be entitled to terminate this agreement and receive a full refund of the Deposit upon notice to escrow agent.

11. Inspection for Building. Purchaser waives its right to inspect the Building and accepts the Building "as is" and "where is" subject to the risks of all defects and conditions.

12. Inspection for Property. Within five (5) business days after the Effective Date, Seller shall furnish to Purchaser copies of all documents, plats, studies, test results, reports and all other materials relating to the construction, use, operation, ownership, maintenance, use, service, management and/or proposed development of the Property which exist and are in Seller's possession or control, including, but not limited to, if available, plats, plans, surveys, environmental reports, soils reports, title materials, soils reports, engineering reports and other technical information, governmental permits, governmental approvals, licenses, site development

permits, site development permit plans, preliminary plans, zoning notices and approvals and any restrictive covenants (collectively, "Seller's Materials"). In the event that this agreement is terminated, Purchaser shall promptly return hard copies of all Seller's Materials to Seller. Seller shall allow Purchaser, its agents or representatives, the reasonable right to enter upon the Property for the purpose of inspecting, examining, testing, studying, and surveying the Property at all reasonable times during the term of this agreement, provided that Purchaser shall not unreasonably interfere with any uses or tenancies of the subject Property. In the event that Purchaser shall terminate this contract as provided herein, Purchaser shall restore any damage to the subject Property caused by such inspections, examinations, tests, borings or surveys at its own expense, except as to any landscaping on the Property. Purchaser agrees that Seller and its officers, elected officials, employees and agents, and their respective heirs, successors, personal representatives and assigns (collectively, the "Seller-Related Parties"), shall not be responsible for any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of any entry upon the Property by Purchaser or its agents, employees or representatives; provided, however, the foregoing shall not apply to the extent caused by or resulting from the gross negligence or willful misconduct of Seller.

13. Closing and Possession. The closing for the Building and Property shall take place not later than thirty (30) days from the expiration of the Due Diligence Period. The Seller shall relinquish possession of the Building and the Property to the Purchaser at the time of closing. The deadline to close shall not be extended unless agreed to in writing by the Seller.

14. Condition. The Property is to remain in its current physical condition until closing. Until closing, Seller shall not, without the prior written consent of Purchaser, cause any cleaning, cutting, logging, plat or tree removal, landscaping, grading or any activity on the subject Property whatsoever which would in any way affect the topography and flora and fauna located on said Property. Seller makes no representations or warranties as to the condition of the Property, except as set forth herein, and Purchaser agrees to accept the Property in "as is" condition.

15. Representations of Seller. The Seller represents, and Purchaser acknowledges the following:

a. At the time of closing, Seller shall have fee simple title to the Property, free and clear of all liens or encumbrances except those Permitted Title Exceptions. At the closing, Seller will have and will convey by Quit Claim Deed in recordable form to Purchaser good, indefeasible and marketable fee simple title to the Property, free and clear of all mortgages, liens, encumbrances, restrictions, rights-of-way, easements, judgments and other matters affecting title, except the Permitted Title Exceptions. During the term of this Contract, Seller shall not take any action which will adversely affect title to or the condition of the Property.

b. Seller has the full right and authority and has obtained any and all consents required to enter into this agreement and consummate the transactions contemplated hereby. This agreement has been, and all of the documents to be delivered by Seller at the closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

c. Except as disclosed to Purchaser, (i) there are no contracts, agreements or understandings, oral or written, including any leases or license agreements, that Seller has with any person, entity or governmental authority affecting the Property that will be binding on the Purchaser following the closing; (ii) Seller has not granted any rights of first refusal or purchase options with respect to the Property; (iii) there are no adverse parties in possession of the Property or of any part thereof and no parties in possession thereof except Seller; and (iv) no party has been granted any license, lease, or other right relating to the use or possession of the Property.

d. Except as disclosed to Purchaser, Seller has received no notice in writing of any pending suit, action or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances or other regulatory laws, whether federal, state, county or municipal, affecting the Property. There are no pending public improvements in, about or outside the Property which will in any manner affect access to the Property.

e. As of the date hereof, Seller has not received any written notice from any federal, state or municipal bureau or agency stating that the Property is not in compliance with all applicable Environmental Laws (as defined herein). There are no claims, litigation, administrative proceedings, actual or, to Seller's knowledge, threatened judgments or orders, or any notices, relating to any hazardous substances or any environmental condition concerning the Property. To Seller's knowledge, no hazardous substances or wastes, as defined by law, are generated, manufactured, refined, transported, treated, stored, handled or disposed of on the Property by Seller. "Environmental Laws" shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement relating to the environment which are applicable to the Property. Notwithstanding the foregoing, Seller is hereby providing notice to Purchaser that it operated a landscape business on the Property, that it is a licensed handler of pesticides, herbicides, and other products that could be considered hazardous materials, and that those materials were stored on the Property as part of its business.

f. Except as disclosed to Purchaser, Seller has not entered into any service, maintenance or other similar contracts with respect to the Property or any portion thereof.

16. As Is Sale for Property and Building. Subject to Purchaser's rights set forth in this agreement to inspect the Property, Purchaser accepts the Property and Building "as is" and "where is," subject to the risks of all defects and conditions. Purchaser acknowledges that it has had an opportunity to inspect the Property and will be relying on such inspections. Purchaser acknowledges that it is waiving its right to inspect the Building. Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or any other matter affecting or relating to the Property and Building, its development or use. Purchaser acknowledges that the provisions of this agreement for inspection and investigating of the Property are adequate to enable Purchaser to make Purchaser's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, zoning, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance

with any environmental laws. Purchaser further acknowledges it has inspected the Property or has caused such inspection to be made and is thoroughly familiar and satisfied therewith and agrees to take the Property and Building in its physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the date of closing, subject to the express conditions of this agreement. Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this agreement. All of the provisions of this section shall survive closing.

17. Notices. Any notices required or allowed to be furnished pursuant to the terms hereof shall be provided to Seller and Purchaser, at the addresses set forth below. Notices hereunder shall be in writing and may be hand delivered, mailed, or delivered by overnight courier service. ~~If mailed, such notices shall be sent by certified mail, postage prepaid, return receipt requested.~~ The date that is three (3) days after the date of mailing shall be deemed to be the date on which the notice was given. In the case of notices given by hand delivery or overnight courier, such notices shall be deemed on the date of the actual delivery. Notices shall be sent to the addresses below or such other address as written notice of the change shall have been delivered to the other party.

Copies of all notices must be furnished to the parties and their respective attorneys at the following addresses:

PURCHASER:

Pickens County School District
Attn: Danny Merck
1348 Griffin Mill Road
Easley, SC 29640

SELLER:

City of Easley
Attn: Tom Couch
205 N. 1st Street
Easley, SC 29642
tcouch@cityofeasley.com

PURCHASER'S ATTORNEY:

SELLER'S ATTORNEY:

Daniel R. Hughes
Duggan & Hughes, LLC
Post Office Box 449
Greer, South Carolina 29652-0449
dhughes@dugganhughes.com

18. Closing Costs. Seller agrees to be responsible for the costs associated with (i) the preparation, execution and delivery of the deed of conveyance along with all filing fees (deed stamps and transfer taxes) necessary for recording, (ii) a South Carolina Tax Disclaimer/Residency Affidavit, (iii) a Substitute Form 1099-S, (iv) removal of any objections to the Title Documents as agreed by Seller. Unless otherwise stated herein, Purchaser shall be responsible for all other costs and fees associated with the purchase of the subject property. Each party will be responsible for the payment of their respective attorney's fees.

19. Survival. Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. Entire Agreement. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

21. Time of the Essence. TIME IS OF THE ESSENCE AS TO EACH OF THE TERMS AND CONDITIONS OF THIS CONTRACT.

22. Governing Law. This contract shall be construed under, and in accordance with, the laws of the State of South Carolina.

23. Good Standing and Authority to Bind the Parties. Seller and Purchaser warrant, acknowledge, and agree that the individual executing this Contract on behalf of the Seller and Purchaser has the legal and corporate authority to bind the Seller and Purchaser to this Contract.

24. Commissions. Seller and Purchaser hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party.

25. Successors and Assigns. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

26. Recitals; Construction. The Recitals set forth hereinabove are incorporated herein as if set forth fully. As used herein words in the singular include the plural, and the masculine includes the feminine and neuter genders as appropriate.

[Signature page follows.]

SELLER: City of Easley

By: Tom Couch

Its: City Administrator

Date: _____

PURCHASER: Pickens County School District

By: Danny Merck

Its: Superintendent

Date: _____

EXHIBIT "A"

June 13, 1988 Agreement

OLD WEST END

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

LEASE ON REAL ESTATE AND GIFT OF BUILDING

THIS LEASE, made and entered into this 13th day of June, 1988, by and between PICKENS COUNTY SCHOOL DISTRICT A, hereinafter referred to as Lessor, and the CITY OF EASLEY, SOUTH CAROLINA, hereinafter referred to as Lessee,

W I T N E S S E T H:

WHEREAS, the Lessor is the owner now of certain property in Easley, South Carolina, in the State and County aforesaid, known as the Old West End School Property located at the intersection of South Fifth Street and Folger Avenue and upon which is located a large school building, and

WHEREAS, the Lessor has agreed to lease such land to the Lessee, and the Lessor is giving the building as a gift to the City of Easley, South Carolina, and it is acknowledged that the City of Easley, South Carolina, will be the owner of said building, and

WHEREAS, the Lessee desires to lease the said property from the Lessor, and to that end and in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties have agreed and do agree as follows:

1. Leased Premises.

ALL that piece, parcel or tract of land upon which is situate the old West End School, said property located at the intersection of South Fifth Street and Folger Avenue in the City of Easley and shown on the Pickens County Tax Map as Parcel I 13.10 - 132.

2. Term of Lease.

The term of this Lease shall be for a period of Fifty (50) years to commence upon the signing of this lease and ending on midnight 50 years from said date.

3. Option to Extend.

Lessor does hereby grant to Lessee the right, privilege and option to extend this lease for an additional period of 50 years from the date of expiration hereof, and upon the same terms and conditions as herein

contained. Lessee's intention to exercise said option shall be given to Lessor in writing at least 120 days prior to the expiration of the term hereof.

4. Improvements to the Premises.

The Lessor acknowledges hereby that the Lessee is leasing the premises primarily for civic purposes, and that in order to utilize the property for these purposes, it may be necessary to erect other improvements upon the premises. The Lessee hereby agrees that any improvements constructed by it upon the leased premises will be at Lessee's sole expense and will comply with all applicable rules, laws, regulations and requirements pertaining thereto including, but not limited to, the Building Codes and the Zoning Ordinances of the State and local governments. Lessee hereby indemnifies and agrees to save Lessor harmless from any and all construction costs.

5. Rental.

The Lessee agrees hereby to pay to the Lessor as rental for the leased premises during the entire term of this Lease, the sum of One Dollar (\$1.00).

6. Repairs and Alterations.

The Lessor shall not be obligated to maintain the leased premises or any improvements located thereon during the lease term.

The Lessee agrees, at its sole costs and expense, to maintain all of the improvements including the parking and service areas located on the leased premises in a good state of repair and to keep the premises in a clean, neat and orderly condition.

7. Utilities.

The Lessee shall be responsible for all utilities in connection with the occupancy of the leased premises.

8. Signs.

The Lessee shall have the right to erect and maintain such sign or signs on the premises as may be permitted by applicable law.

9. Taxes.

The Lessor shall pay any ad valorem taxes and any other assessment levied or assessed against the leased premises by any governmental

authorities. At the present time, it is acknowledged that there are no ad valorem taxes levied by Pickens County against school property.

10. Liability Insurance.

The Lessee shall provide and keep in force at its own expense during the term of this Lease public liability insurance.

11. Indemnification.

The Lessee agrees hereby to indemnify and save the Lessor harmless from any and all damages, liabilities, claims or suits or anything whatsoever arising out of or in connection with the occupancy of the premises by the said Lessee.

12. Removal of Equipment.

Any fixtures, equipment, furniture, etc. on the leased premises which are supplied and installed by the Lessee at Lessee's expense are recognized to be the sole property of the Lessee and shall remain the Lessee's property.

13. Entire Agreement.

This lease contains all of the understandings by and between the parties hereto relative to the leasing of the premises herein described, and all prior or contemporaneous agreements relative thereto have been merged herein or are voided by this instrument, which may be amended, modified, altered, changed, revoked or rescinded in whole or in part only by an instrument in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, Pickens County School District A by its duly authorized representatives and City of Easley, South Carolina, by its duly authorized representatives have hereunto set their hands and seals the day and year above written.

Witnesses:

Margaret M. Dixon
James S. Jankens

Thyrla Ann
James S. Jankens

City of Easley, South Carolina

BY: [Signature]

BY: _____

Pickens County School District A

BY: B. Allen

BY: [Signature]

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF PICKENS)

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within named W. A. Carr, Mayor of the City of Easley, South Carolina, sign, seal and as the duly authorized representative of the said City of Easley, South Carolina, and that she with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this the 13th day of
June, 1988.

_____(LS)
Notary Public for South Carolina

My commission expires:

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF PICKENS)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named representatives of Pickens County School District A, sign, seal and as the duly authorized representatives of the said Pickens County School District A, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this the 13th day
of June, 1988.

Betty E. Whelan (LS)
Notary Public for South Carolina

My commission expires: 2/2/97

STATE OF SOUTH CAROLINA)

LEASE AMENDMENT FOR OLD WEST END
SCHOOL PROPERTY

COUNTY OF PICKENS)

WHEREAS, THIS AMENDMENT, made and entered into this 24th day of January, 2005, by and between the SCHOOL DISTRICT OF PICKENS COUNTY, hereafter referred to as Lessor, and the CITY OF EASLEY, SOUTH CAROLINA, hereafter referred to as Lessee,

WITNESSETH:

WHEREAS, the Lessor previously gave, by a lease document dated the 13th day of June, 1988, a certain property in Easley, South Carolina, in the State and County aforesaid, known as the Old West End School property located at the intersection of South Fifth Street and Polger Avenue and upon which is located a large school building, to the Lessee, and

WHEREAS, the Lessor agreed to lease such land to the Lessee, and the Lessor gave the building as a gift to the City of Easley, South Carolina, and acknowledged that the City of Easley, South Carolina, would be the owner of said building, and

WHEREAS, the Lessee desired to lease the said property from the Lessor, and to that end and in consideration of the premises, the covenants, terms and conditions to be performed as set by said lease document dated the 13th day of June, 1988, the parties mutually agreed to the conditions set forth in the lease agreement.

IN ACCORDANCE with Item 13 in said lease agreement, the Lessee desires that the lease agreement be amended as follows:

Item 4. Improvement to the Premises.

The Lessor acknowledges hereby that the Lessee is leasing the premises to any organization in an effort to provide a larger market potential and increased rental income to cover operating and

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maintenance costs, and that in order to utilize the property for these purposes, it may be necessary to erect other improvements upon the premises. The Lessee hereby agrees that any improvements constructed by it upon the leased premises will be at the Lessee's sole expense and will comply with all applicable rules, laws, regulations, and requirements pertaining thereto including, but not limited to, the Building Codes and the Zoning Ordinances of the State and local governments. Lessee hereby indemnifies and agrees to save Lessor harmless from any and all construction costs.

IN WITNESS WHEREOF, the School District of Pickens County by its authorized representatives and the City of Easley, South Carolina, by its duly authorized representatives have hereunto set their hands and seals the day and year above written.

Witnesses:

[Signature]
Charles Helms

City of Easley, South Carolina

BY: ME Christopher

Cindy Alexander
Darryl Hunt

School District of Pickens County

BY: Mendel H Stewart

EXHIBIT "B"



EXHIBIT "C"

All that piece, parcel or lot of land, situate, lying and being in Easley Township, Pickens County, State of South Carolina in the City of Easley, on the East side of South Fifth Street, bounded on the North by the Lot of Pickens County School District A; on the West by South Fifth Street; on the South by the property of Johnson Cutchin, Sr.; on the East by the property of Johnson H. Cutchin, Sr.; and having the following metes and bounds, to-wit:

BEGINNING at a point on the brick wall at the common corner with Pickens County School District A and the easterly right of way of South Fifth Street ; thence leaving the right of way of South Fifth Street and running along the common boundary with Pickens County School District A, North 73 degrees 40 minutes 1 second East, 225.50 feet to a PK nail set in the concrete wall on the boundary with Johnson H. Cutchin, Sr; thence turning and running along the common boundary with Johnson H. Cutchin, Sr., South 16 degrees 17 minutes 17 seconds East, 85.80 feet to an iron pin set at the common corner with property of Johnson Cutchin, Sr; thence turning and running along the common boundary with property of Johnson Cutchin, Sr., South 72 degrees 12 minutes 43 seconds West, 224.00 feet to an iron pin found in the asphalt driveway and the eastern right of way South Fifth Street; thence turning and running along the right of way of South Fifth Street, North 17 degrees 16 minutes 34 seconds West, 91.50 feet to the POINT OF BEGINNING, as shown on the plat of a survey made for H. Earl Phillips by Smith Surveyors, Inc., on the 21st day of September in the year of our Lord 2007 and in the 231st year of the sovereignty and independence of the United States of America and recorded at Plat Book 591 Page 102, in the Office of the Register of Deeds for Pickens County, Dec. 12, 2007.

This being the same property conveyed to Jones Phillips and Nelle Phillips by deed of Gladys S. Rice dated 4/29/1949 and recorded in the Office of the Register of Deeds for Pickens County in Deed Book 6D at Page 27. Nelle Phillips died, devising her interest to Henry Jones Phillips by Deed of Distribution recorded 10/20/2000 in Deed Book 574 at Page 39. Henry Jones Phillips a/k/a Jones Phillips died 9/6/2007, devising his interest in and to the above-described property to Henry Earl Phillips. See Anderson County Probate Court File # 2007ES0400929. See also, Deed of Distribution recorded in Book 1153 at Page 311.

EXHIBIT "D"
PERMITTED TITLE EXCEPTIONS

Recorded restrictions and regulations which do not unreasonably restrict Purchaser's intended use of the property.

Valid and enforceable drainage, sewer, and utility easements of the type which are normally and usually found on commercial property, provided they do not unreasonably interfere with the use of the property for development and its use.

Standard policy exceptions contained in owner's title insurance form in effect as of the date of this contract and issued by the applicable Title Insurance Company.

**A RESOLUTION DEDICATING CITY-OWNED PROPERTY AS THE HOME OF AN
INCLUSIVE PLAYGROUND**

WHEREAS, the City of Easley is committed to providing recreational opportunities that serve residents and visitors of all ages, abilities, and backgrounds; and

WHEREAS, inclusive playgrounds create safe, welcoming, and accessible environments where children and adults with and without disabilities can play, learn, and grow together; and

WHEREAS, the Mayor and City Council recognize the importance of promoting equity, inclusion, and community connection through the design and development of public spaces; and

WHEREAS, the parcel of land located at 201 W. A Ave and the indicated surrounding parcels, Easley, SC, Pickens County, or Tax Map Number 5019-16-74-9712, 5019-16-74-7727, 5019-16-74-7641, 5019-16-74-8514, 5019-16-74-6530, and 5019-16-74-6547 currently under the jurisdiction of the City of Easley, has been identified as a suitable and centrally located site for the establishment of an inclusive playground; and

WHEREAS, dedicating this parcel of land for this purpose will further the community's vision for a more inclusive and accessible park system;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF EASLEY, SOUTH CAROLINA, in council assembled, that:

1. **Dedication of Land.** The parcel of land located at 201 W. A Ave and the five surrounding parcels owned by the City of Easley as indicated above, are hereby dedicated as the future home of an inclusive playground, to be developed and maintained as an inclusive playground for individuals of all abilities.
2. **Purpose and Intent.** This dedication affirms the City of Easley's commitment to ensuring equitable access to play and recreation for all members of the community, including persons with physical, sensory, cognitive, and social-emotional disabilities.
3. **Administration and Oversight.** The City of Easley Parks and Recreation Department, in collaboration with community partners, shall oversee the design, development, and maintenance of the inclusive playground in accordance with applicable accessibility standards and best practices.
4. **Community Engagement.** The City of Easley shall encourage community participation in the planning and fundraising processes to ensure the playground reflects the needs and values of all residents.
5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

RESOLVED this 10th day of November 2025.

Lisa Talbert
Mayor

ATTEST:

Form, substance, and number
approved by City Attorney

Jennifer Bradley
City Clerk

Daniel Hughes
Attorney at Law

**A RESOLUTION TO ACCEPT CERTAIN ROADS FROM
PLEASANT HILL COTTAGES HOMEOWNER'S ASSOCIATION
INTO THE CITY OF EASLEY ROADS NETWORK**

WHEREAS, the Pleasant Hill Cottages homeowner's association is prepared to deliver a deed to the city to accept the road known as Pleasant Hill Drive within the Pleasant Hill Cottages subdivision according to the plat recorded at the Register of Deeds office for Pickens County, SC; and

WHEREAS, the city has inspected said roads and determined they conform to city standards;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF EASLEY, SOUTH CAROLINA, in Council assembled, that The City of Easley authorizes the acceptance of the following streets within the Pleasant Hill Cottages Subdivision:

- Pleasant Hill Drive

RESOLVED this 10th day of November 2025.

Lisa Talbert
Mayor

ATTEST:

Form, substance, and number
approved by City Attorney

Jennifer Bradley
City Clerk

Daniel Hughes
Attorney at Law



BELL CARRINGTON PRICE & GREGG
ATTORNEYS AT LAW

TITLE CERTIFICATION TO CITY OF EASLEY

The undersigned has carefully examined the public records of Pickens County, South Carolina and hereby makes the following certifications to the City of Easley ("City"):

The undersigned has served as legal counsel to **Pleasant Hill Cottages Homeowners Association, Inc.** (the "Owner") in connection with that certain **STATEMENT OF OWNERSHIP AND CONSENT TO DEDICATE STREETS AND ROADS TO CITY OF EASLEY FOR PUBLIC USE** (the "Dedication Agreement").

The Owner is the fee simple owner and has good, marketable title to the real property, easement areas, right of way areas, equipment, facilities, and all other property comprising the items being conveyed to City under the Dedication Agreement (the "Road Facilities").

The Road Facilities are being conveyed to City under the Dedication Agreement free and clear of any liens and encumbrances. The Owner has the full power and authority to convey the Road Facilities to City pursuant to the terms and conditions of the Dedication Agreement.

This Title Certification is made and delivered for the benefit of City and may be relied upon by City in accepting the transfer and ownership of Road Facilities from the Owner pursuant to the terms and conditions of the Dedication Agreement.

IN WITNESS WHEREOF, this Title certification is executed to be effective as of August 28, 2025.

Bell Carrington Price & Gregg, LLC:

By: 

Samuel Lindsay Carrington

Its: Member

Record and Return to:

Bell Carrington & Price, LLC
408 East North Street
Greenville, SC 29601
Attn: Samuel L. Carrington, Esq.

**STATEMENT OF OWNERSHIP AND CONSENT TO
DEDICATE STREETS AND ROADS TO
CITY OF EASLEY FOR PUBLIC USE**

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

KNOW ALL MEN, that Pleasant Hill Cottages Homeowners Association, Inc., a South Carolina eleemosynary corporation, ("PHCHOA") is the owner in fee simple of the lands which has been subdivided into a subdivision known as Pleasant Hill Cottages, as shown on a plat dated July 2, 2018 by 3D Land Surveying and recorded in Plat Book 608 at Page 0016 in the Office of the Register of Deeds for Pickens County, South Carolina (TMS: 5027-07-68-6140).

FURTHER, that PHCHOA freely offers, grants and dedicates to those who may purchase said property or any part of it, to the general public and to local authorities who have responsibility for maintenance, the use and control of the streets and roads shown on said plat of property for public use.

The property shown on said plat is not encumbered by a mortgage, judgment or lien or encumbrance.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument on this the ____ day of _____, 2025.

WITNESS:

Print: **Heather Allison**
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, _____, do hereby certify that **Heather Allison**, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the ____ day of _____, 2025.

Notary Public for South Carolina
My Commission expires: _____