

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF  
ANY AND ALL INTEREST IN THE BUILDING KNOWN AS WEST END HALL  
LOCATED AT 201 S. 5<sup>TH</sup> STREET AND CERTAIN REAL PROPERTY LOCATED AT  
205 S. 5<sup>TH</sup> STREET, EASLEY, PICKENS COUNTY, SOUTH CAROLINA**

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

**WHEREAS**, the City of Easley also received an interest in certain real property located at 205 S. 5th Street, Easley, SC identified as Pickens County Tax Map No. 5019-15-63-8014 within the city limits of Easley, County of Pickens (hereinafter "Property"). The Property serves as a parking lot for West End Hall; and,

**WHEREAS**, the City of Easley desires to convey West End Hall and the Property to the School District of Pickens County for a purchase price of Nine Hundred Thousand Dollars and No/100 (\$900,000.00); and,

**WHEREAS**, West End Hall is currently used by the School District to provide adult education courses. Over the last five (5) years, the adult education programs produced approximately 400 graduates who obtained their high school diploma or GED. It also leases space to United Way and Easley Foothills Playhouse. The adult education courses and the United Way and the Foothills Playhouse provide valuable services to the community and to the citizens and residents of the City; and,

**WHEREAS**, the School District of Pickens County desires to obtain ownership of West End Hall with the goal of improving and expanding its adult education programs; and,

**WHEREAS**, since its ownership of West End Hall, the City has incurred considerable expense in maintaining West End Hall, and by transferring West End Hall to the School District will eliminate the expense to the City; and,

**WHEREAS**, the City recognizes the indirect benefits to the City by returning control of West End Hall to the School District who is committed to improving and expanding its adult education programs and by eliminating the costs of maintaining West End Hall; 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 West End Hall and the Property 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 West End Hall and 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**  
   )  
COUNTY OF PICKENS                 ) **BUILDING AND FOR THE SALE AND PURCHASE**  
**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. 5<sup>th</sup> 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. 5<sup>th</sup> 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. 5<sup>th</sup> 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. 5<sup>th</sup> 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. Building Leases. The Building has two (2) tenants, Foothills Playhouse and United Way, and the Seller shall provide assignments of both leases to the Purchaser at the Closing.

17. 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.

18. 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. 1<sup>st</sup> Street  
Easley, SC 29642  
[tcouch@cityofeasley.com](mailto: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](mailto:dhughes@dugganhughes.com)

19. 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.

20. 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.

21. 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.

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

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

24. 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.

25. 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.

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

27. 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

**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.

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 BASLEY, 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 Basley, 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 Basley, South Carolina, and it is acknowledged that the City of Basley, 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 Basley 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. Gibson  
James J. Jankins

Thyrle A. J. Jankins  
James J. Jankins

City of Easley, South Carolina

BY: [Signature]

BY: \_\_\_\_\_

Pickens County School District A

BY: B. Allen Dumas

BY: [Signature]

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

PROBATE

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 )  
COUNTY OF PICKENS )

PROBATE

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 L. Whorant (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 13<sup>th</sup> 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 Folger 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 13<sup>th</sup> 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

RECORDED  
NO. 3141 1. 0

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 Kelis

City of Easley, South Carolina

BY: ME Christopher

Cindy Alexander  
Darryl Hunt

School District of Pickens County

BY: Mendel H Stewart

**AN ORDINANCE TO REZONE APPROXIMATELY 1.97 ACRES OF REAL PROPERTY LOCATED ON THE EAST SIDE OF HAMILTON STREET, IDENTIFIED AS PARCEL ID 5019-11-57-8031 FROM GENERAL COMMERCIAL (GC) TO GENERAL RESIDENTIAL (GR-1).**

**WHEREAS**, Nova Homes LLC, as owner, has applied to the City Planning Commission and City Council to rezone a piece of vacant land in Easley, South Carolina, Pickens County, Tax Map Number 5019-11-57-8031, from General Commercial (GC) to General Residential (GR-1); and

**WHEREAS**, the City Planning Commission, pursuant to public notice, held a public hearing on November 17, 2025, to consider the proposed rezoning, and the Commission recommended approval of the proposed zoning designation of General Residential (GR-1); and

**WHEREAS**, City Council finds the General Residential (GR-1) classification to be compatible with the established zoning of surrounding properties;

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

**Section 1.** The parcel of property currently titled in the name of Nova Homes LLC, shown as Tax Map Number 5019-11-57-8031 and described by the Pickens County Property Assessor as:

E/SIDE HAMILTON ST LOT 002 PLAT 304/8A, 1875 PLAT FILED UNDER MCDUFFIE HAMILTON, shall be rezoned from General Commercial (GC) to General Residential (GR-1). The attached plat shown as Exhibit A, prepared by the City of Easley Planning and Development Department, is incorporated by reference for the purpose of identifying the location of the property.

**Section 2.** Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.** This Ordinance shall be effective upon second and final reading by City Council.

First Reading: December 8, 2025

Second Reading: January 12, 2026

---

Lisa Talbert, Mayor

**ATTEST:**

---

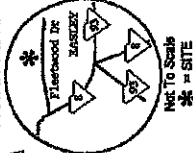
Jennifer Bradley, Municipal Clerk

Approved as to Form:

---

Daniel Hughes, City Attorney

VICINITY MAP

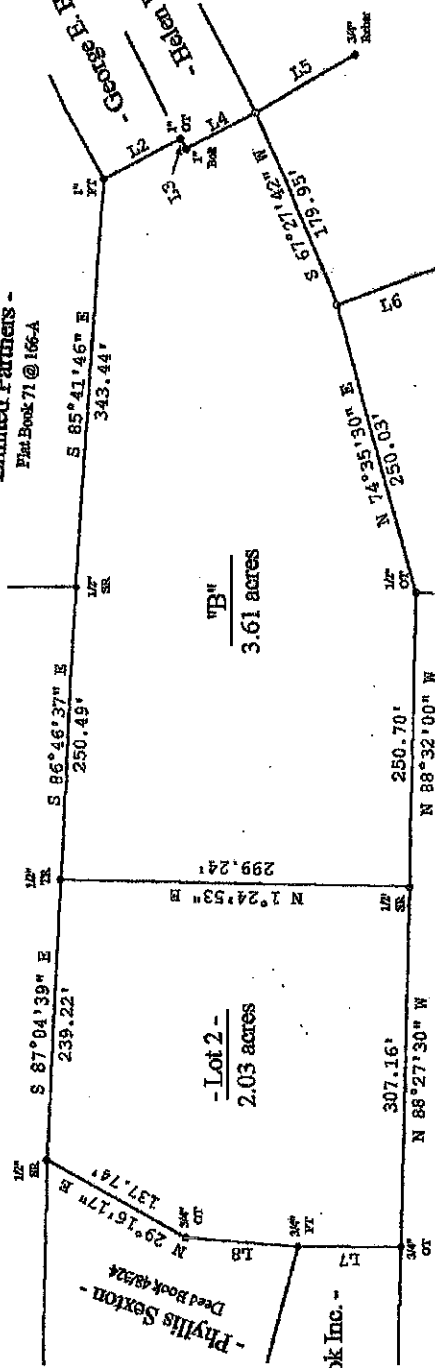


Not To Scale  
\* = SITE

- Paul J. Blackston -

- Greenville MSA  
Limited Partners -  
Plat Book 71 @ 166-A

- Helen W. Jones -  
- George E. Hod -



- Hillbrook Inc. -

- William P. Clark -  
- Barry Lynn Spencer -  
- William A. McDaniel -  
- Roger D. Ezell -  
Plat Book 33 @ 94-B

- McLaurin Enterprises Inc. -  
Plat Book 22 @ 15

NOTES:  
Property subject to any and all rights of  
way and easements of record or on the ground.

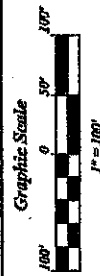
PROPERTY DESIGNATION:  
Located on Fleetwood Drive, Easley, SC.  
Tax Map No. 115-02-0215 (Tracts "A" & "B").  
Tax Map No. 115-02-0215 (Lot 2).

REFERENCES:  
Plat Book 223 @ 15.  
Plat Book 243 @ 15.  
Deed Book 70/164.



SURVEY FOR  
Charles E. Yeager &  
Deborah L. Yeager  
Pickens County, S.C.  
December 22, 1997

Plat revised January 8, 1998 to  
divide the 6.55 acre tract into  
Tracts "A" & "B".  
Lot 2 surveyed and added to plat  
March 31, 1998.



This survey was made to the best of my knowledge and belief and I am not aware of any other survey of the same or adjacent lands made by any other person or firm. I am not aware of any other survey of the same or adjacent lands made by any other person or firm. I am not aware of any other survey of the same or adjacent lands made by any other person or firm.

G.M. POWELL, PLS # 14184

E.M. Powell

Line	Bearing	Distance
L1	S 61°45'17" W	55.10'
L2	S 28°01'34" E	75.11'
L3	S 62°07'48" W	10.02'
L4	S 27°57'05" E	67.15'
L5	S 27°57'05" E	97.00'
L6	S 18°42'43" E	103.20'
L7	N 0°20'34" E	87.58'
L8	N 4°35'17" E	95.66'

LEGEND

- Iron Pipe Old
- Iron Pipe 64.17 FT
- SK Solid Road
- TR Threaded Rod
- PT Rock Top
- OT Open Top
- CL Center Line
- EW Right of Way





-THE CITY OF-  
**EASLEY**  
SOUTH CAROLINA

## Rezoning Application

City of Easley

Date Filed: 10/14/2025

Request #: PLN-REZ-25-0002

A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or City Council. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent section. The filing fee is **\$100.00**.

THE APPLICANT HEREBY REQUESTS THAT THE PROPERTY DESCRIBED BELOW BE REZONED.

From: GC to GR-1

Applicants (print): Nova Homes LLC

Address: 321 Pewter Circle, Simpsonville, SC 29680

Telephone: 719-649-5266 Work Phone: \_\_\_\_\_ Email: jordan@brandnova.com

Owner(s) (if other than the applicant(s)): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Property Address: E/Side Hamilton St.

Lot: 002 Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Tax Map: 5019-11-57-8031 Plat Book: 364/8A Page: \_\_\_\_\_

Lot Dimensions: \_\_\_\_\_ Acres: 2.0 Ward #: \_\_\_\_\_

### Designation of Agent (Complete only if the owner is not applicant):

I/we hereby appoint the person named as Applicant as my/our agent to represent me/us in this request for rezoning.

Date: \_\_\_\_\_ Owner Signature: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

I/we certify that the information in this request is true and correct.

Date: 10/14/2025 Owner Signature: Jordan E. Savage

Owner Signature: \_\_\_\_\_

Planning and Zoning Meeting Date: 11/17/2025

1<sup>st</sup> Council Date: 12/8/2025

2<sup>nd</sup> Council Date: 1/12/2026

All Meetings at the: **City of Easley Law Enforcement Center**  
**220 North West Main Street, Easley, SC 29640**

**City of Easley**  
**Planning Commission Minutes**  
**11-17-2025**

Item No. 1 - Commission will act on a petition to rezone ~1.97 acres from GC (General Commercial) to GR-1 (General Residential) located at 5019-11-57-8031 (parcel ID). The current zoning is commercial and the land is vacant.

Link to Staff Report: <https://municipal-documents.s3.amazonaws.com/uploads/easley-sc/planning-development/documents/reports/145221/%28PLN-REZ-25-0002%29%20-%20Nova%20Homes%20LLC.pdf>

Item No. 2 - Meeting will act on a petition to change the UDO allowing for educational and programmatic use of chickens within the City of Easley.

Link to Application: <https://municipal-documents.s3.amazonaws.com/uploads/easley-sc/planning-development/documents/applications/145224/PLN-TXT-25-0001%20%28Complete%20Application%29.pdf>

Planning Commission Members:

Calvin Wright: 12/31/26 – Vice Chair

Alex Warren: 12/31/27

Watson Nealy: 12/31/28

Vacancy

Vacancy

Meeting called to order by Vice-Chair Mr. Wright

Item No. 1

Public Comment: Mr. Jordan Savage (applicant) gave an overview of the project.

Mr. Carl Blackston spoke about drainage issues within that area that affect his property, 401 WHITMIRE RD. He wasn't against the proposed development.

Motion to approve by Mr. Warren. Seconded by Mr. Nealy

The Commission voted unanimously in favor.

Commission recommended approval of the rezoning. It will go to City Council for 1st reading on December 8th, 2025, and 2nd reading on January 12th, 2026.

Item No. 2

Public Comment: Mrs. Chris Wilson (applicant) gave an overview of the project.

Mr. Jim Wilson (applicant) discussed the project as well.

Mr. Justin Alexander spoke about the proposed text-amendment giving his opinion.

Mrs. Ginny McJunkin spoke about the proposed text-amendment giving her opinion.

Motion to approve by Mr. Nealy. Seconded by Mr. Warren

The Commission discussed the proposed text amendment further. Mr. Warren made a motion to amend the proposed motion striking the property information from the text amendment. Mr. Wright seconded it.

The Commission voted: (Mr. Wright and Mr. Nealy in favor) (Mr. Warren against).

Commission recommended approval of the text amendment. It will go to City Council for 1st reading on December 8th, 2025, and 2nd reading on January 12th, 2026.

The meeting was adjourned.

**ORDINANCE NO. 2025-16**

**AN ORDINANCE TO AMEND SECTION 90.35 ("FARM ANIMALS") OF  
CHAPTER 90 ("ANIMALS") OF TITLE IX ("GENERAL REGULATIONS") OF  
THE EASLEY CITY CODE TO ALLOW LIMITED EDUCATIONAL AND  
PROGRAMMATIC USE OF HENS BY CERTAIN NONPROFIT,  
EDUCATIONAL, AND THERAPEUTIC ORGANIZATIONS**

**WHEREAS**, at various times the City of Easley reviews the City Code of Ordinances to make necessary improvements and/or changes; and,

**WHEREAS**, Section 90-35 ("Farm Animals") of Chapter 90 ("Animals") currently prohibits the keeping of farm animals, including chickens, within the City limits; and,

**WHEREAS**, the Mayor and City Council desire to allow limited ownership and care of hens by nonprofit, educational, or therapeutic organizations for the purpose of education, wellness, sustainability programming, and food security efforts, while maintaining public health, sanitation, and neighborhood quality of life; and,

**WHEREAS**, the Mayor and City Council find that the amendments contained herein are in the best interests of the City of Easley and its residents.

**NOW, THEREFORE, BE ORDAINED , BY THE MAYOR AND COUNCIL OF  
THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, as  
follows:**

**Section 1. Amendment.** Amend Section 90.30 ("Farm Animals") of Chapter 90 ("Animals") of Title IX ("General Regulations") as follows (*language that is struck through is language proposed to be deleted, underlined language is language proposed to be added, language is not struck through or underlined is not to be changed, and \*\*\* represents sections of the Ordinance that have been skipped and remain unchanged*):

**§ 90.35 FARM ANIMALS.**

(A) It shall be unlawful for any person to have farm animals on any property within the city limits except any such property is classified as farm property for property tax purposes by Pickens County under provisions of state law or as otherwise allowed in Section (F) hereof.

(B) Farm animals include, but are not limited to the following: goats, pigs, cattle, horses, chickens, turkeys, and any animal raised as an agricultural product.

(C) Common pets including dogs, cats, birds, rabbits, and other small animals typically sold at pet shops are not considered farm animals.

(D) The Easley Police Department is responsible for enforcement of this section.

(E) The penalty for violation of this section is as provided in § 90.99.

(F) Limited Educational and Programmatic Use of Hens.

(1) Purpose.

The purpose of this subsection is to allow limited ownership and care of hens by nonprofit, educational, or therapeutic organizations within the City of Easley for educational, wellness, and sustainability programming. This subsection is intended to support community education and food security initiatives while maintaining public health, sanitation, and neighborhood quality of life.

(2) Definitions.

For purposes of this subsection, the following definitions shall apply:

a) Educational or Programmatic Use: The keeping of hens as part of an organized educational, therapeutic, or wellness program conducted by a nonprofit or educational institution.

b) Hen: A female chicken. Roosters are not permitted.

c) Coop: A fully enclosed, predator-resistant structure providing shelter for hens.

d) Run: A fenced outdoor area attached to a coop where hens can safely roam.

e) Nonprofit Organization: An entity recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code or registered as a nonprofit organization with the State of South Carolina.

f) Permit: A written authorization issued annually by the City of Easley for the keeping of hens under this subsection.

(3) Permitted Entities.

The keeping of hens shall be permitted within the City limits only by entities that meet all of the following requirements:

a) The entity is a nonprofit organization, or educational institution registered with the State of South Carolina and operating within the City of Easley; and

b) The use of hens is limited to education, wellness, or sustainability instruction; and

c) The entity is located on property consisting of a minimum of five (5) contiguous acres under single ownership or legal control.

(4) Conditions and Requirements.

All entities permitted under this subsection shall comply with the following standards:

a) No more than twelve (12) hens may be kept on any qualifying property.

b) Roosters are strictly prohibited.

c) All hens shall be kept within a secure coop and enclosed run, which shall be located a minimum of fifty (50) feet from any residential structure on the same or any adjacent property.

d) The coop and run shall be maintained in a clean, sanitary, odor-free, and well-maintained condition so as not to create a nuisance or health hazard.

e) All feed shall be stored in rodent-proof containers.

f) Eggs produced may be used only for programmatic or personal use and shall not be sold commercially unless otherwise permitted by applicable state and local laws.

g) The slaughtering of chickens on the property is strictly prohibited.

i) An annual permit shall be obtained from the City of Easley prior to the keeping of any hens under this subsection.

j) It shall be unlawful to own, keep, possess or maintain hens in a manner so as to constitute a nuisance as provided for in Section 94.15 of this Code of Ordinances.

k) Nothing in this section shall be deemed to override any restrictive covenant which prohibits the keeping of hens.

(5) Revocation.

Any permit issued pursuant to this subsection may be revoked by the City for failure to comply with the provisions of this subsection after written notice and a reasonable opportunity to cure, or if the hens or related facilities are determined by the City to constitute a nuisance or health hazard.

Section 2: That the amendments contained herein shall be effective upon second and final reading of this Ordinance

Section 3: Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this

Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

First Reading: December 8, 2025  
Second Reading: January 12, 2026

**CITY OF EASLEY, SOUTH CAROLINA**

---

Lisa Talbert, Mayor

**ATTEST:**

---

Jennifer Bradley, City Clerk

Approved as to Form:

---

Daniel Hughes, City Attorney

**A RESOLUTION ADOPTING AN ACCEPTABLE USE POLICY FOR CITY OF EASLEY ELECTED OFFICIALS REGARDING THE USE OF CITY INFORMATION SYSTEMS**

**WHEREAS**, the City of Easley provides information technology resources to its Elected Officials to conduct official business and serve the interests of Easley residents;

**WHEREAS**, the use of city-owned IT resources must be governed by policies that promote integrity, accountability, and compliance with applicable federal and state laws, including the Freedom of Information Act (FOIA);

**WHEREAS**, improper use of IT resources, including private email usage for official matters or misuse of social media, may result in legal, ethical, or operational risks to the City;

**WHEREAS**, the Information Systems Department has developed an Acceptable Use Policy (AUP) specifically for Council Members and Elected Officials to outline appropriate behavior, responsibilities, and limitations related to IT resource usage;

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

**Section 1.** The City Council hereby adopts the “Acceptable Use Policy for Council Members and Elected Officials” as presented by the Information Systems Director.

**Section 2.** All Elected Officials shall read, acknowledge, and sign the policy as a condition of accessing City of Easley information systems and technology resources.

**Section 3.** The City Clerk shall maintain a signed copy of each official’s AUP acknowledgment on file, and compliance shall be monitored by the Information Systems Director.

**RESOLVED** this 8<sup>th</sup> day of December 2025.

Attest:

\_\_\_\_\_  
Jennifer Bradley, City Clerk

\_\_\_\_\_  
Lisa Talbert, Mayor

Form, substance, and number  
approved by City Attorney

\_\_\_\_\_  
Daniel Hughes, Attorney at Law



**City of Easley, SC**  
**Acceptable Use Policy for Council Members and Elected Officials**

**1. Purpose**

The purpose of this Acceptable Use Policy (AUP) is to establish guidelines and expectations for the appropriate use of the City of Easley's Information technology resources by Elected Officials and to provide guidance regarding the use of personal social media. This policy aims to ensure that all users conduct themselves with integrity and professionalism, and that city resources are used effectively to serve the community.

**2. Scope**

This policy applies to all Elected Officials who have access to the City of Easley's information systems, including but not limited to email, Internet access, and city-provided devices.

**3. Ownership of Information Systems**

The City of Easley provides its Elected Official with access to information systems for business purposes in serving the interests of our citizens and conducting normal operations. These information systems, including but not limited to, computer equipment, software and operating systems, network accounts providing electronic mail, voicemail, web browsing and downloading, File Transfer Protocol, networking peripherals, Intranet systems, application software, and telecommunications, although assigned to the Elected Officials, are the property of the City of Easley.

**4. Privacy of Information**

Elected Officials' communications on City of Easley information systems are not private. There are times when management needs access to communications or records maintained by Elected Officials in their individual workplaces. While the Information Systems Director, along with all City Officials, desires to provide a reasonable level of privacy, Elected Officials must understand that any data or communications created on City of Easley information systems remain the property of the City of Easley. Information Systems management reserves the right to review voicemail, email, computer files, and other electronic information generated by or stored in the City's electronic systems at any given time.

**5. Monitoring**

City of Easley Elected Officials do not have a right, nor should they have an expectation of privacy while using City information systems. The City of Easley reserves the right to audit and/or monitor its information systems on a periodic basis to ensure compliance with this policy. Elected Officials must also keep in mind that any information/data on City Information Services accounts/equipment are subject to FOIA (Freedom of Information Act).

## 6. Responsibilities

Elected Officials are entrusted with access to sensitive information and city resources. It is their responsibility to:

- **Use of IT Resources:** Ensure that all city-provided IT resources are used for official purposes only and in a manner that supports the city's operations and governance.
- **Confidentiality:** Protect the confidentiality of all information obtained through the course of duty, including but not limited to constituents' personal data, city contracts, and strategic plans.
- **Compliance:** Adhere to all applicable laws, regulations, and city policies concerning the use of IT resources, including data protection laws and cybersecurity policies.
- **Reporting:** Immediately report any security breaches, suspected fraud, or misuse of city resources to the Information Systems Director.

## 7. Acceptable Use

Elected Officials are expected to use city IT resources responsibly. Acceptable use includes, but is not limited to:

- Conducting official city business and communication.
- Accessing city-related documents.
- Researching relevant information to support decision-making processes.
- Engaging with constituents in a professional and appropriate manner.

## 8. Unacceptable Use

The following actions are prohibited:

- **Personal Use:** Using city resources for personal gain or any non-official activities, including but not limited to personal shopping, political campaigning, or non-city-related social media use.
- **Harassment:** Engaging in any form of harassment, including the use of city resources to send, forward, or post discriminatory, defamatory, or obscene material.
- **Unauthorized Access:** Attempting to gain unauthorized access to information, accessing data not intended for the user or belonging to another user, or seeking or accessing information and data which is not related to one's duties and responsibilities.
- **Data Sharing:** Sharing protected city data or information with unauthorized individuals or entities.
- **Broadcast Messages:** Posting non-business-related messages to large numbers of users of the City of Easley or to newsgroups.

## 9. Security Measures

Elected Officials must take reasonable steps to ensure the security of their devices and accounts, including:

- **Passwords:** Using strong, unique passwords and changing them regularly.

- **Secure Connections:** Ensuring that all connections to city systems are secure.
- **Device Management:** Keeping all city-provided devices updated with the latest security patches and promptly reporting any lost or stolen devices.

## **10. Email and Communications Activities**

- **Email Usage:** The City is responsible for maintaining all public records in accordance with the state law. While the City has access to and maintains records through the City's official email domain, the City does not archive or manage personal email accounts. Accordingly, public officials should avoid using private email to conduct city business, but if they do, then the public official is responsible for storing and archiving according to State law any content from their personal email that would constitute a public record. When in doubt, do not delete personal emails without consulting legal counsel first. City business must be conducted through an official email domain rather than a private email account.

The following activities are prohibited via email or otherwise:

- Sending unsolicited email messages, including "junk mail" or other advertising material to individuals who did not specifically request such material.
- Any form of harassment via email, telephone, paging, or texting, whether through language, frequency, or size of messages.
- Creating or forwarding "chain letters," "Ponzi," or other "pyramid" schemes of any type.
- Posting non-business-related messages to large numbers of users of the City of Easley or to newsgroups.
- Sending unsolicited email messages, including "junk mail" or other advertising material to individuals who did not specifically request such material.

## **11. Social Networking and Blogging**

### **A. Summary.**

1. The City respects the right of Elected Officials to use social media (Twitter, Instagram, Facebook, chatrooms, online journals, personal newsletters, or other mediums of electronic communication) and blogs as a medium of self-expression and public conversation and does not discriminate against Elected Officials who use these mediums for personal communications, interests and affiliations, or other lawful purposes. Furthermore, if Elected Officials use their personal social media outlets to conduct official business, those personal sites can become official sites and various constitutional standards apply to them. Elected Official are expected to follow the guidelines and policies set forth below to provide a clear line between him or her as an individual and him and her as an Elected Official.

### **B. Using Personal Social Media to Conduct Official Business**

- i. If Elected Officials operate social media and limits their use to personal activities, the official is free to operate and post as they deem fit. However, if the Elected Official is authorized to speak on behalf of the City, and uses their personal social media sites to publish official statements on behalf of the City, or represents that they are speaking in their official capacity, then different rules under the First Amendment may apply to those social media sites such as blocking persons from the site, deleting comments, or refusing to allow persons to comment. Therefore, it is recommended that the elected official not engage in open dialogue via social media in discussion of city business.
- ii. Accordingly, it is recommended that you to keep all personal social media sites strictly personal, and not to publish or post anything related to official city business on those personal sites. It is further recommended to include a disclaimer on your personal social media sites that the views expressed in your posts are your own, and do not reflect the official position of the City, and that you are not posting on behalf of the City, such as "This account is for personal use only. The views, postings, positions, or opinions expressed on this site are my own and do not represent those of the City of Easley. If you are a citizen of the City of Easley and would like to discuss City business, please contact me at [official email]."
- iii. It is further recommended to avoid making posts on your personal social media accounts referencing your official capacity as an elected official.
- iv. Elected Officials who utilize social networking sites and blogs should maintain an appropriate level of professionalism and appropriate conduct to avoid broadcasting in a manner detrimental to the mission and function of the City of Easley. Elected Officials shall not use a social networking site or other medium of internet communication to post any materials of a sexually graphic nature or racially motivated content.
- v. Elected Officials are personally responsible for their commentary and can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party, not just the City.
- vi. Elected Officials cannot use employer-owned equipment, including computers, company-licensed software, or other electronic equipment, nor facilities, network, or company time to conduct personal blogging.
- vii. Elected Officials cannot use personal social media to harass, threaten, discriminate, or disparage other Elected Officials or anyone associated with or doing business with the city.
- viii. Elected Officials cannot post privileged information, including company-issued documents, information that is subject to attorney-client privilege, copyrighted information or any document or content constituting the intellectual property belonging to another.
- ix. Elected Officials should not post on personal blogs photographs of other Elected Officials, City employees, customers, citizens, visitors, or any incident that is a result of City employment without the individuals written consent.

### **13. Monitoring and Enforcement**

The City of Easley reserves the right to audit and/or monitor the use of its IT resources to ensure compliance with this AUP. Elected Officials must keep in mind that any Information/data on City Information Services accounts/equipment are subject to FOIA. Any violations of this policy may result in disciplinary action and/or legal action. In every case, the offending Elected Official shall be required to reimburse the City for the total cost of any fees incurred as a result of unacceptable and inappropriate internal use.

#### **14. Acknowledgement**

Elected Officials are required to sign an acknowledgement form indicating that they have read, understood and agreed to comply with this policy.

**A RESOLUTION TO ACCEPT CERTAIN ROADS FROM JBDY1  
LLC, INTO THE CITY OF EASLEY ROADS NETWORK**

**WHEREAS**, JBDY1 LLC, is prepared to deliver a deed to the city to accept the roads known as Benjamin Drive and Whitman Way within the Livingston Park 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 Livingston Park Subdivision:

- Benjamin Drive
- Whitman Way

**RESOLVED** this 8<sup>th</sup> day of December 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

)

**TITLE TO REAL ESTATE**

)

County of Pickens

)

**KNOW ALL MEN BY THESE PRESENTS**, that **JBDY1, LLC**, hereinafter called "Grantor"), in consideration of **One and 00/100 Dollars (\$1.00)**, to the Grantor in hand paid at and before the sealing of these presents, by **CITY OF EASLEY**, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, subject, however, to the limitations set out below, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **CITY OF EASLEY, a body politic and corporate and a political subdivision of the State of South Carolina**, its successors and assigns, forever:

All those certain pieces, parcels strips of land, situate, lying and being in the State of South Carolina, County of Pickens, being shown and designated as streets known as "Benjamin Drive" and "Whitman Way", and appurtenances to said premises belonging or in any way incident or appertaining, as shown on that certain plats entitled "Livingston Park Subdivision, Final Plat – Phase 2", prepared by Jay Dunn Land Surveyor, dated 10/28/2022, and recorded 11/1/22, in Plat Book 616, Page 206, in the ROD Office for Pickens County, South Carolina, reference to said plat is hereby made for a more complete metes and bounds description thereof

This being a portion of the property conveyed to JBDY 1, LLC, by deed of Youngblood/Hwy. 123 LLC dated 4/16/09 and recorded 4/22/09 in Deed Book 1248, at Page 218, in the ROD Office for Pickens County, SC.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: PO Box 466  
Easley, SC 29641

TMS No.: P/O 5028-10-46-5401

**TOGETHER** with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

**TO HAVE AND TO HOLD** all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and

singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this the 11<sup>th</sup> day of October, 2024.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

ACTB  
Ma Gage

JBDY1, LLC  
By: Habersham Inc.  
Its: Member

By: D E ✓  
Daniel E. Youngblood  
Its: President

State of South Carolina )  
County of Pickens )

**ACKNOWLEDGMENT**

I, Marie Cunningham, a Notary Public for South Carolina, do hereby certify that Daniel E. Youngblood, as President of Habersham, Inc., the Member of JBDY1, LLC, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 11<sup>th</sup> day of October, 2024.

Ma Gage (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 8/29/24

**MARIE CUNNINGHAM**  
Notary Public, State of South Carolina  
My Commission Expires 8/29/2026



**RESOLUTION NO. 2025-20**

**A RESOLUTION APPOINTING JIM WALKER TO THE CITY OF EASLEY  
PLANNING COMMISSION**

WHEREAS, the City of Easley maintains a Planning Commission in accordance with applicable state law and local ordinances to guide land use planning, development review, and long-range community planning; and

WHEREAS, the City Council is empowered to appoint qualified individuals to serve on the Planning Commission for designated terms; and

WHEREAS, the Council finds Jim Walker to be well-suited to serve in this capacity;

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

1. **Appointment.** Jim Walker is hereby appointed to the City of Easley Planning Commission.
2. **Term of Service.** The term of this appointment shall commence on January 1, 2026, and shall expire on December 31, 2028, unless otherwise altered in accordance with law.
3. **Duties.** The appointee shall perform all duties and responsibilities required of a member of the Planning Commission pursuant to applicable statutes, ordinances, and rules.

**RESOLVED** this 8<sup>th</sup> day of December 2025.

---

Lisa Talbert  
Mayor

ATTEST:

Form, substance, and number  
approved by City Attorney

---

Jennifer Bradley  
City Clerk

---

Daniel Hughes  
Attorney at Law

**RESOLUTION NO. 2025-21**

**A RESOLUTION APPOINTING HILARY KOSTER TO THE CITY OF EASLEY  
PLANNING COMMISSION**

WHEREAS, the City of Easley maintains a Planning Commission in accordance with applicable state law and local ordinances to guide land use planning, development review, and long-range community planning; and

WHEREAS, there is a vacant seat on the Planning Commission due to a member resigning from their position and leaving an unexpired term; and

WHEREAS, the City Council is empowered to appoint qualified individuals to serve on the Planning Commission for designated terms; and

WHEREAS, the Council finds Hilary Koster to be well-suited to serve in this capacity;

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

1. **Appointment.** Hilary Koster is hereby appointed to the City of Easley Planning Commission.
2. **Term of Service.** The term of this appointment shall commence on December 8, 2025, and shall expire on December 31, 2026, unless otherwise altered in accordance with law.
3. **Duties.** The appointee shall perform all duties and responsibilities required of a member of the Planning Commission pursuant to applicable statutes, ordinances, and rules.

**RESOLVED** this 8<sup>th</sup> day of December 2025.

---

Lisa Talbert  
Mayor

ATTEST:

Form, substance, and number  
approved by City Attorney

---

Jennifer Bradley  
City Clerk

---

Daniel Hughes  
Attorney at Law