

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (hereinafter referred to as the MOU) is made and entered into between Farm Clemson, LLC, and the City of Clemson, South Carolina.

A. PURPOSE

The purpose of the MOU is to set forth the working arrangement and respective responsibilities related to streetscape improvements abutting Farm Clemson, LLC, site located in the Calhoun area of the City of Clemson, primarily along Old Central Road.

B. MUTUAL BENEFITS and INTERESTS

1. The parties agree that it is in the best interests of the City of Clemson and Farm Clemson, LLC, for the parties to work together to achieve streetscape improvements consistent with the City's nearby Calhoun Streetscape Project.
2. The streetscape improvements will benefit Farm Clemson, LLC, by providing a safer pedestrian pathway and an aesthetically pleasing property border, consistent with other streetscape appearances in the Calhoun area.
3. The streetscape improvements will benefit the City, City citizens, and City visitors by providing a safer pedestrian pathway, an attractive streetscape consistent with the Calhoun Streetscape Project, and a permanent City easement for maintenance and future infrastructure/utility needs.

C. RESPONSIBILITIES OF THE CITY OF CLEMSON

The City shall:

1. Deed to Farm Clemson, LLC, a parcel of land along Old Central Road (Exhibit A);
2. Agree to allow Farm Clemson, LLC to pay for streetscape improvements along approximately 775 linear feet located on the east side of Old Central Road (Exhibit B);
3. Agree to a scope of work of streetscape improvements within the work area to be performed by Farm Clemson, LLC as set forth in section D below

D. RESPONSIBILITIES OF THE FARM, LLC

In return, Farm Clemson, LLC, shall:

1. Provide a stamped survey of the properties to be deeded
2. Deed to the City a parcel of land located on the west side of 101 Old Central Road (Exhibit A);
3. Remove existing asphalt bicycle path;
 - a. Prepare a base for support of a concrete pathway, to be inspected by the City of Clemson Engineering Department and compacted in accordance with specifications to support the bike path construction;
 - b. Construct an eight-foot wide and four-inch thick concrete pathway such work to be completed by Farm Clemson, LLC on or around May 30th 2016;
 - c. Install street lamps with the same approximate spacing of approximately 140' on the east side of Old Central Road as set forth in the Calhoun Streetscape Project, such work to be completed on or before August 31st 2016. Decorative street lights with LED drivers shall be specified by the City of Clemson. The electrical service for these lights shall be coordinated with the Old Calhoun District streetscape lighting installation. Farm Clemson, LLC will purchase lighting fixtures from the City's supplier/contractor at a cost of approximately \$2,200 per fixture and install in accordance with design specifications of the City.
4. Plant (as possible depending on terrain and fixtures) 2.5" canopy trees approximately every thirty feet along the 775 feet shown on Exhibit B, such work to be completed on or before August 31st 2016; and,
5. Take the necessary steps and use the necessary resources to, under direction of the Zoning and Codes Administrator and in coordination with the adjacent property owner, replace trees removed from City property in front of the Cove at 105 Old Central Road, including the removal of and/or grinding of all remaining tree stumps, preparation of best practice planting holes for no fewer than three trees, planting and stabilization of no fewer than three

2.5" caliper canopy trees, mulching the balance of the bed surrounding the trees, and repair or replacement of any damaged curbs and pavement;

6. Upon completion of the work set forth in C above, grant the City a permanent easement for the improved streetscape area(s), with the City then assuming responsibility for future maintenance in the easement(s); and,
7. Agree in the easement document(s) that the City may, as may prove necessary or convenient, further improve the streetscape and/or use the easement for future infrastructure and utility purposes.

E. FREEDOM OF INFORMATION ACT

The parties understand and agree that as a public body, the City, upon request, is required to provide access to public records in its possession, custody, and/or control, as provided in the provisions of the South Carolina Freedom of Information Act.

F. MODIFICATIONS AND AMENDMENTS

Modifications or amendments to the MOU may be made in writing by mutual agreement of both parties, if executed and dated prior to the implementation of the modifications or amendments.

Farm Clemson, LLC, hereby recognizes that the City can only take formal action at properly noticed meetings of the City Council conducted in accordance with the Freedom of Information Act. Thus, prompt notification of the need or desire for modification or amendment is requested.

G. PRIMARY CONTACTS FOR THE PARTIES

For the City:

Name: Andy Blondeau, Asst. City Administrator
Address: 1250 Tiger Blvd, Suite 1
Phone number(s): 864-653-2072
E-mail address: ABlondeau@cityofclemson.org

Farm Clemson, LLC:

Name: _____
Address: _____
Phone number(s): _____
E-mail address: _____

H. GOVERNING LAW

The MOU shall be construed in accordance with the laws of the State of South Carolina.

I. ASSIGNMENT

Neither party may assign or transfer responsibilities under the MOU without the prior written consent of the non-assigning party, which approval shall not be withheld without cause.

J. SEVERABILITY

If any provision of the MOU is found to be invalid or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of the MOU to be invalid or unenforceable, but determines that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

K. TERM

The MOU is to be effective for a period of one year from the date of the last required signature, at which time it will expire, unless extended by mutual agreement in writing.

L. PRIOR AGREEMENTS SUPERSEDED

The MOU constitutes the entire agreement between the parties relating to the streetscape project at Farm Clemson, LLC, site in the Calhoun area of Clemson, and, as such, supersedes all prior or simultaneous representations, discussions, negotiations, and agreements on this topic, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

For the City of Clemson, South Carolina:

J.C. Cook, III, Mayor
City of Clemson

Attested by: _____
Beverly Coleman, Clerk
City of Clemson

Date: _____

**Duly authorized representative
for Farm Clemson, LLC**

(Name)

Witness: _____

(Title)

(Print name of witness)

Date: _____

Pickens County Assessor's Office



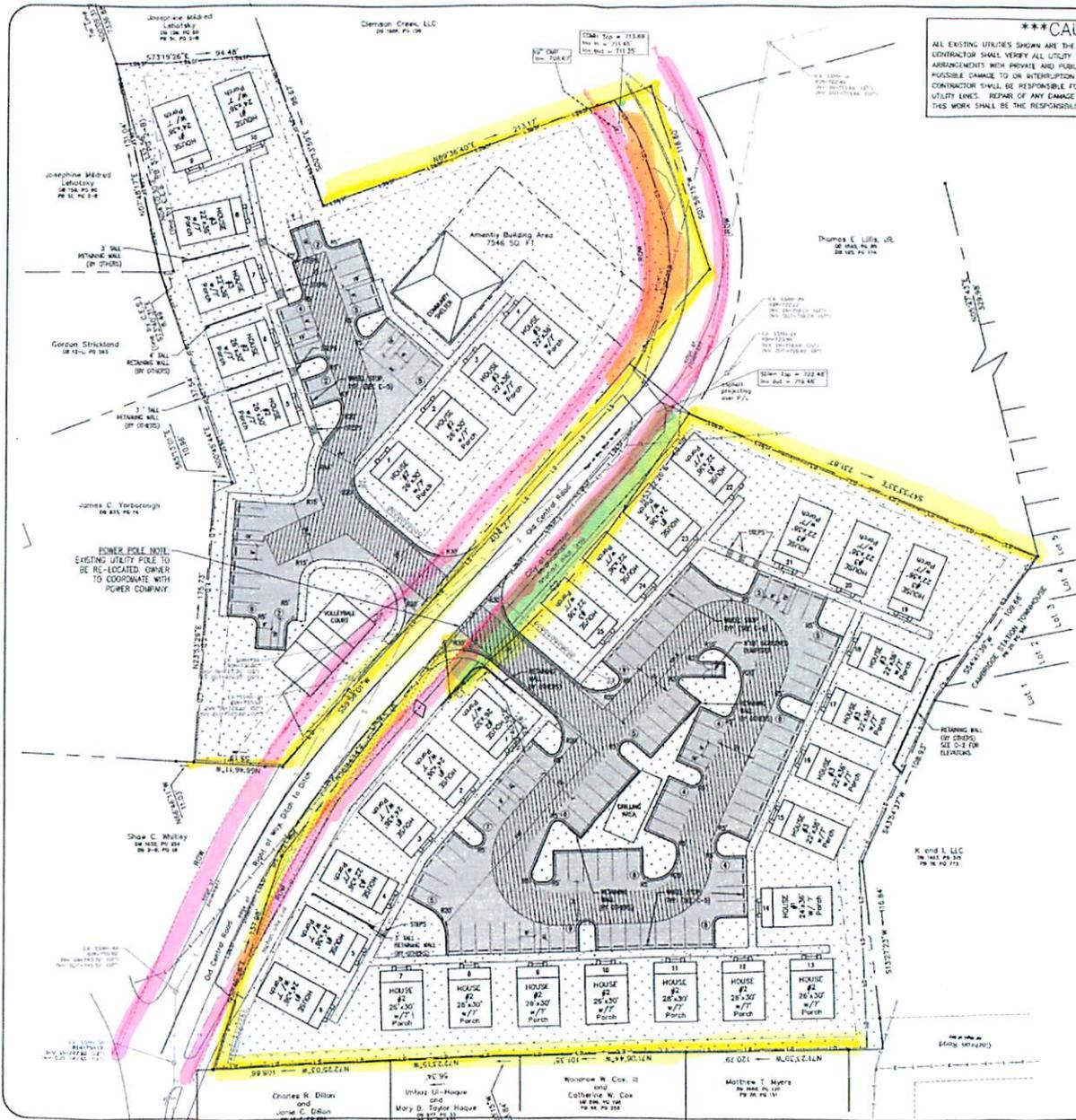
Account No: R0055908
 Parcel No: 4054-09-06-1007
 Tax Area: 5 Clemson City
 Acres: 0
 Deed: 1223/78

Owner Name: LWB PICKENS NUMBER ONE LLC
 Mailing Address: 105 HERITAGE RIVERWOOD DR CENTRAL, SC 29630

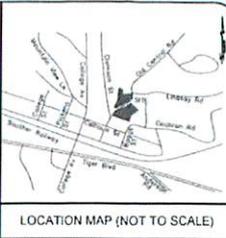
The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.

Legal Description: OLD CALHOUN S/D LOT 22
 Situs Address: 108 OLD CENTRAL RD





*****CAUTION*****
 ALL EXISTING UTILITIES SHOWN ARE THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND MAKE ALL NECESSARY ARRANGEMENTS WITH PRIVATE AND PUBLIC UTILITY COMPANIES TO AVOID ANY POSSIBLE DAMAGE TO OR INTERRUPTION OF UTILITY EQUIPMENT OR SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INQUIRIES CONCERNING LOCATION OF UTILITY LINES. REPAIR OF ANY DAMAGE TO UTILITY LINES AND EQUIPMENT DUE TO THIS WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



- SITE NOTES**
1. EXISTING SITE CONDITIONS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY AND OBTAIN PERMITS FROM THE PUBLIC WORKS DEPARTMENT CONCERNING ANY INTERFERENCE TO THE PUBLIC AND PRIVATE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INQUIRIES CONCERNING LOCATION OF UTILITY LINES. REPAIR OF ANY DAMAGE TO UTILITY LINES AND EQUIPMENT DUE TO THIS WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 2. DIMENSIONS ARE TO THE FACE OF CURB EDGE OF PAVEMENT, FACE OF BUILDING OR PROPERTY LINE.
 3. A 5-FOOT FACE OF CURB OR 12-0" OF PAVEMENT WIDTHS ARE NOT TO BE 5-FOOT WIDENED OVERSIDE.
 4. ALL WORK IN THE ALW SHALL BE NOTED WITH THE APPROVED ENCROACHMENT PERMIT PRIOR TO COMMENCING WORK.
 5. TNS # 4014-12-03-041/0402/0717
 6. TOTAL AREA OF SITE = 4.8 ACRES
TOTAL AREA DIVIDED = 4.8 ACRES
 7. THE SITE IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE PER FEMA COMMUNITY PANEL NUMBERING, CORRECTING WITH AN EFFECTIVE DATE OF APRIL 16, 2004.
 8. AN ELECTRONIC FILE OF THE SITE PLAN SHALL BE MADE AVAILABLE FOR DRIVING PURPOSES.
 9. THE FINAL BUILDING FOOTPRINTS ARE TO BE VIEWED WITH ARCHITECT AND OWNER PRIOR TO ANY STARTING.
 10. EXISTING SURVEY INFORMATION WAS OBTAINED FROM A PLAN DATED 10/31/75 AND PREPARED BY:
 PLS SOLUTIONS, LLC
 107 PINE LAKE
 ANDERSON, SOUTH CAROLINA 29627
 804.834.4389
 804.830.8627

BUILDING SETBACKS:	FRONT	REAR	LEFT	RIGHT
	15	0	0	15

NORTH SIDE DEVELOPMENT

PARKING REQUIREMENTS: 3 SPACES/LAND 10 UNITS = 30 SPACES

ANGLE:	90°	90°	0°	ADA
TOTAL SIZE:	8' X 18'	-	-	-
WHEEL DIMENSION:	24'	-	-	-
SPACES SHOWN:	35	-	-	-
MIN. REQUIREMENT:	30	-	-	-
TOTAL SPACES PROVIDED:	25	-	-	-

SOUTH SIDE DEVELOPMENT

PARKING REQUIREMENTS: 3 SPACES/LAND 25 UNITS = 75 SPACES

ANGLE:	90°	90°	0°	ADA
TOTAL SIZE:	8' X 18'	-	-	-
WHEEL DIMENSION:	24'	-	-	-
SPACES SHOWN:	88	-	-	-
MIN. REQUIREMENT:	75	-	-	-
TOTAL SPACES PROVIDED:	86	-	-	-

SITE LEGEND

- DENOTES GRAVEL/LANDSCAPED AREAS REFER TO C-5
- DENOTES LIGHT DUTY ASPHALT PAVEMENT REFER TO C-4
- DENOTES CONCRETE SIDEWALK REFER TO C-5
- DENOTES LIGHT DUTY ASPHALT PAVEMENT ON WALKING TRAIL REFER TO C-5
- OFF THE ACCESS LAKE
- LIMITS OF DISTURBANCE
- DENOTES NUMBER OF PARKING SPACES IN A ROW



JW WHITE CONSULTING, LLC
 606 GLENWOOD AVENUE
 ANDERSON, SOUTH CAROLINA, 29625
 Phone: 803.745.4545
 Email: jwhiteconsulting@gmail.com



THE FARM AT CALHOUN
 SOUTH CAROLINA
 CITY OF CLEMSON

DRAWN BY: JWW
 CHECKED BY: JWW
 DATE: 12/28/15
 JOB NUMBER: 15054
 REVISIONS: 1
 REVISED PER CITY COMMENTS

SHEET
C-1
 OVERALL SITE PLAN

- = PROPOSED PROPERTY LINES
- = EXISTING PROPERTY LINES
- = CITY GIVENS
- = CITY RECEIVES