

STATE OF SOUTH CAROLINA) **AGREEMENT FOR THE GRANT OF**
) **ENCROACHMENT EASEMENTS AND OTHER**
COUNTY OF PICKENS) **RIGHTS**

THIS AGREEMENT FOR THE GRANT OF ENCROACHMENT PERMITS, EASEMENTS, AND RIGHTS (this “Agreement”) is made this ___ day of June, 2016, by and between the **CITY OF CLEMSON, SOUTH CAROLINA**, a public body politic and a municipal corporation of the State of South Carolina (the “City”), and **CCSHP CLEMSON, LLC**, a Delaware limited liability company, successors and assigns (“CCSHP”) (each a “Party”, and together, the “Parties”).

WHEREAS, CCHSP is the owner of certain real property located within the corporate limits of the City of Clemson, County of Pickens, State of South Carolina, and more particularly described on **Exhibit A**, attached hereto (the “Property”); and

WHEREAS, portions of the Property are contiguous to certain real property owned by the City either in a proprietary capacity or in its capacity as a governmental manager of public rights of way, such real property being in, on, over, and under the improved and unimproved areas in and adjacent to Fendley Street, Earle Street and Foy Creek Drive (collectively “City Property”); and

WHEREAS, CCSHP intends to construct on the Property, a mixed-use planned development, which is identified in the approved development ordinance of the City of Clemson (Ordinance No. CC-2015-23 dated June 29, 2015) as the “Earle Street Apartments Clemson Planned Development” (the “Development”); and

WHEREAS, the City has agreed to allow the Development, when constructed, to be situated, in part, upon City Property (the “Encroachments”) in the areas (the “Encroachment Areas”) identified and described on the plans attached hereto as **Exhibit B**, and incorporated herein (collectively, the “Encroachment Areas Drawings”); and

WHEREAS, the City has determined that the foregoing encroachments present no physical threat to the safety of pedestrians, motor vehicle drivers and passengers, or others in lawful use(s) of the City Property; and

WHEREAS, the City has determined that the encroachments are compatible in use and design with City Property and will not decrease the value of any property in the immediate vicinity of the Property; and

WHEREAS, the City desires to grant to CCSHP certain encroachment easements and other rights, to facilitate the construction and subsequent use and operation of the Development, in the Encroachment Areas as identified on the Encroachment Areas Drawings; and

WHEREAS, pursuant to and in accordance with the foregoing, the Parties desire to enter into this Agreement for the creation of certain easements in, on, over and under the

Encroachment Areas for the benefit of the Property, as contained herein (each an “Easement”, collectively, the “Easements”);

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

I. EASEMENTS GRANTED TO CCSHP

1.1 The City hereby grants, conveys and establishes unto CCSHP, its successors and assigns, for the benefit of the Property, an exclusive easement in, on, over, and under each of the Encroachment Areas for the purposes of accommodating the Development and all improvements attendant thereto, including without limitation the vertical and lateral support of the buildings and other improvements included in the Development, and the ingress and egress for pedestrian traffic in, upon, over and through the Property, and the use of the Property and the buildings and other improvements included in the Development as hereafter shall be constructed for their intended uses. In connection with the foregoing easements, the City further hereby grants, conveys and establishes unto CCSHP, its successors and assigns, for the benefit of the Property, a non-exclusive easement in, on, over and under the City Property allowing CCSHP and its agents to enter upon the City Property at any time and from time to time to maintain, repair and replace all or any portion of the buildings and other improvements included in the Development, or any part thereof, as may be deemed necessary in CCSHP’s reasonable discretion.

1.2 The Easements and rights created by this Agreement are appurtenant to the Property, Encroachment Areas and City Property.

1.3 Each covenant contained in this Agreement: (i) is made for the direct, mutual and reciprocal benefit of the Property, Encroachment Areas and City Property; (ii) constitutes a covenant running with the land; (iii) binds and benefits every owner, person, entity, or subdivision now having or hereafter acquiring an interest in the Property, Encroachment Areas and City Property; and (iv) will inure to the benefit of CCSHP, its successors, assigns and mortgagees.

1.4 The City shall warrant and forever defend all and singular title to the Easements granted unto CCSHP, its successors and assigns, against all persons making claims by, through and under the City.

1.5 The City, as owner of the Encroachment Areas and City Property, hereby waives, disclaims and releases CCSHP, as owner of the Property and Development, from any and all liability in connection with the construction and maintenance, now or in the future, of the Encroachments within the Encroachment Areas and City Property, it being the intent of the Parties that this Agreement and the Easements cure all existing and future encroachment(s) by CCSHP for its construction and maintenance of the Development within the Encroachment Areas, subject to the terms and limitations set forth in this Agreement.

1.6 The City shall not construct or maintain any building, structure, wall, fence, curb, sidewalk, barrier or improvements of any kind within the City Property and/or Easement Areas

which shall prevent or impair the use or exercise of the easement rights granted herein.

1.7 Except as otherwise specifically provided or limited herein, the easements, rights and obligations hereby created, granted and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the Easements for their intended purpose.

II. MISCELLANEOUS

2.1 All rights and obligations with respect to the Easements granted hereunder shall run with the land and shall automatically become rights and obligations of the successors and assigns of the owner of the Property. If the City should convey its interest in City Property, such conveyance shall in no way affect the Easements, and related privileges and rights granted herein to CCSHP, its successors and assigns.

2.2 The City hereby warrants that it is legally qualified to, and capable of, granting the Easements and rights described above with respect to the City Property.

2.3 Either Party may enforce this Agreement by an appropriate action at law or in equity, including specific performance, with the prevailing party entitled to recover reasonable attorneys' fees, court costs, and reasonably incurred expenses related to enforcement.

2.4 All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

CITY

The City of Clemson
Office of the Mayor
1250 Tiger Blvd., Suite 1
Clemson, SC 29631

with a copy to

Office of the City Administrator
1250 Tiger Blvd, Suite 1
Clemson, SC 29631

CCSHP

CCSHP Clemson, LLC
c/o Campus Apartments, LLC
4043 Walnut Street
Philadelphia, PA 19104

with a copy to

Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Attn: Bradley A. Krouse, Esq.

Either Party may change its notice thereof to the Party in the fashion described above. If the interest of either Party in the Property or City Property should be conveyed to a successor without notice being given of new notice address, the other Party may send notices to the address stated as the grantee's address on the deed of transfer as recorded in the Register of Deeds Office for Pickens County.

2.5 The failure of any Party to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach of this Agreement. No waiver by any Party of any breach under this Agreement shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such breach.

2.6 If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

2.7 The captions of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

2.8 This Agreement will be construed in accordance with the laws of the State of South Carolina.

2.9 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

2.10 The Recitals of this Agreement and the Exhibits attached hereto are incorporated into this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed or have caused this Agreement to be executed under seal by persons duly empowered to bind the Parties to perform their respective obligations under this document.

Signed, sealed and delivered in the presence of:

WITNESSES:

CITY OF CLEMSON,
a public body politic and a municipal
corporation of the State of South Carolina

BY: _____
J.C. Cook, III, Mayor

WITNESSES:

CCSHP CLEMSON, LLC,
a Delaware limited liability company

BY: _____
David J. Adelman, Authorized Signatory

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____) _____
)
) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of June, 2016 by J.C. Cook, III, the Mayor for the City of Clemson, South Carolina, on behalf of the City of Clemson.

SWORN to before me this
____ day of _____, 2016.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____) _____
)
) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of June, 2016 by David J. Adelman, the Authorized Signatory for CCSHP Clemson, LLC, a Delaware limited liability company, on behalf of the limited liability company.

SWORN to before me this
____ day of _____, 2016.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract 1:

BEGINNING at an iron pin on north side of Earle Street, the southernmost corner of the lot herein conveyed, and running thence N 33 E 132 feet to iron pin; thence with lot line n/f of James Hunter N 71 3/4 E 89 feet to iron pin; thence S 33 W 132 feet to iron pin; thence with Earle Street S 71 3/4 W 89 feet to the BEGINNING corner, according to plat prepared by S.M. Martin, L.S., September 9, 1938.

Tract 2:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, City of Clemson, containing 0.47 acre, more or less and being shown on a plat prepared by R. Jay Cooper, P. E. and L. S. #4682, dated April 20, 1995, and recorded in Plat Book 69 at page 157-B, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 3:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, within the corporate limits of the Town of Clemson, being shown and described as Lot No. 1, Finley East, on a Plat prepared by R. Jay Cooper, P.E. & L.S. #4682, dated October 25, 1979 and recorded in Plat Book 23, page 13, records of Pickens County, South Carolina, to which plat reference is hereby made for a more complete and accurate description.

Tract 4:

Parcel 1:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, being known and designated as Lot Number TWO (2) of FINLEY EAST, as shown and more fully described on a Plat thereof by R. Jay Cooper, PE & LS #4682, dated March 17, 1987 and recorded in Plat Book 30, page 363, records of Pickens County, South Carolina.

Parcel 2:

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, being known and designated as Lot Number FOUR (4) of FINLEY EAST, as shown and more fully described on a plat thereof prepared by R. Jay Cooper, PE & LS #4682, dated June 10, 1980 and recorded in Plat Book 23, page 22, records of Pickens County, South Carolina.

Parcel 3:

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, being known and designated as Lot Number FIVE (5) of FINLEY EAST, as shown and more fully described on a plat thereof prepared by R. Jay Cooper, PE & LS #4682, dated June 10, 1980 and recorded in Plat Book 23, page 24, records of Pickens County, South Carolina.

Tract 5:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, and being known and designated as Lot Number Three (3), FINLEY EAST, according to a survey thereof prepared by R. Jay Cooper, P.E. and L.S. #4682, dated May 22, 1980, and recorded in Plat Book 22 at Page 988, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 6:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, being shown and designated as LOT NUMBER 1 OF FOY CREEK SUBDIVISION on a plat prepared by R. Jay Cooper, P.E. & L.S. #4682, dated November 1, 1979, and recorded in Plat Book 22 at Page 99, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 7:

All that certain piece, parcel or lot of land, with all improvements thereon, lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, containing 3503 square feet, more or less, and being shown and designated as LOT 3, FOY CREEK SUBDIVISION, on a plat of survey thereof by R. Jay Cooper, P.E. & L.S. 4682, dated November 1, 1979, and recorded in Plat Book 22, at Page 99, records of Pickens County, South Carolina, reference to which plat being hereby made for a more complete and accurate description.

Tract 9:

All that certain piece, parcel or lot of land lying and being situate in the state of South Carolina, County of Pickens, being shown and designated as Lot Number 5 of FOY CREEK SUBDIVISION on a plat prepared by R. Jay Cooper, P. E. and L. S. #4682, dated January 30, 1978 and recorded in Plat Book 22 at page 99, records of Pickens county, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 11:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, being shown and designated as Lot Number Seven (7), on a plat prepared by R. J. Cooper, PE and LS #4682, dated November 1, 1979, and recorded in Plat Book 22 at page 99, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 12:

ALL that certain piece, parcel or lot of land, with all improvements thereon, lying and being situate in Pickens County, in the State of South Carolina, Township of Clemson, being known and designated as LOT NUMBER NINE (9) of FOY CREEK TOWNHOUSES, as shown and more fully described on a plat thereof prepared by R. Jay Cooper, RLS #4682, dated November 1, 1979, and recorded in Plat Book 23, at page 175, records of Pickens County, South Carolina, to which said plat reference is craved for a more particular description thereof as to metes and bounds, courses and distances, and is incorporated herein by reference.

Tract 13:

All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Pickens, City of Clemson, and being known and designated as LOT NUMBER ELEVEN (11) of FOY CREEK in a plat prepared by R. Jay Cooper, P.E. & L.S. #4682, dated April 30, 1996 and recorded in Plat Book 226, Page 10A, records of Pickens County, South Carolina, references to which is invited for a more complete and accurate description.

All that certain piece, parcel or lot of land, with all improvements thereon, lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the Town of Clemson, being shown and designated as LOT 13, FOY CREEK, on a plat of survey thereof by Michael L. Henderson, RLS 6946, dated July 21, 1980, and recorded in Plat Book 23, at Page 226, records of Pickens County, South Carolina, reference to which plat being hereby made for a more complete and accurate description.

Tract 15:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, being shown and designated as Lot No. 15 on a plat prepared for The Restaurant Corporation of Clemson, Inc. by Michael L. Henderson, RLS 6946, dated July 21, 1980, and recorded in Plat Book 23, page 226, in the records of Pickens County, South Carolina, to which plat reference is hereby made for a more complete and accurate description.

Tract 17:

All that certain piece, parcel or lot of land with the improvements thereon, lying and being situated in the State of South Carolina, County of Pickens, being shown and designated as Lot 17, being shown and designated on a survey for the Restaurant Corporation of Clemson, Inc. prepared by Cornerstone Surveying & Engineering: Professional Land Surveying, dated July 21, 1980 and recorded in the Register of Deeds Office for Pickens County in Plat Book 23 at Page 226. For a more complete and accurate description refer to the above referenced plat.

Tract 18:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, and being shown and designated as Lot Number Nineteen (19) of FOY CREEK SUBDIVISION on a plat prepared by Michael L. Henderson, RLS #6946, dated May 21, 1990, and recorded in Plat Book 43 at page 83-A, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 19:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, City of Clemson, and being known and designated as Lot Number Twenty-one (21) FOY CREEK SUBDIVISION on a plat by R. Jay Cooper, P.E. and L.S. #4682, dated November 26, 1990, and recorded in Plat Book 40 at Page 94, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 21:

All that certain piece, parcel or lot of land, with all improvements thereon, lying and being situate in the State of South Carolina, County of Pickens, within the corporate limits of the City of Clemson, being shown and designated as LOT 23, FOY CREEK TOWNHOUSES, on a plat of survey thereof by Michael L. Henderson, RLS 6946, dated July 21 1980, and recorded in Plat Book 23, at Page 226, records of Pickens County, South Carolina; and more recently shown on a plat of survey thereof by R. Jay Cooper, P.E. & L.S. 4682, dated July 12, 1989, and recorded in Plat Book 36, at Page 232, records of Pickens County, South Carolina, reference to which plats being hereby made for a more complete and accurate description.

Tract 23:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, being shown and designated as LOT NUMBER 25 OF FOY CREEK SUBDIVISION on a plat prepared by Michael L. Henderson, RLS #6946, dated July 21, 1980, and recorded in Plat Book 23 at page 226, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

Tract 24:

All that certain piece, parcel or lot of land with any improvements thereon, situate, lying and located in the County of Pickens, State of South Carolina and being known as Lot 27, Foy Creek Townhouses, as shown on a Plat prepared for The Restaurant Corporation of Clemson, Inc., by Michael L. Henderson, RLS No. 6946 on July 21, 1980, which Plat is recorded in the Office of the Clerk of Court for Pickens County in Book 23 at page 226. Reference to said Plat for a more accurate and complete description,

Tract 25:

Being all of Parcel B containing 0.26 acres as shown on plat recorded in Book 49, Page 117 in the Pickens County Register of Deeds.

Tract 29:

Being all of Lot 1 as shown on Subdivision plat for University Horizontal Property Regime dated May 27, 2015 and filed for record in the Pickens County Register of Deeds in Book 602, Page 42, reference to which is hereby made for a more particular description.

Tract 30:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, Central Township, within or near the corporate limits of the Town of Calhoun, being a portion of Lots Numbers Five (5), Six (6), and Seven (7) as shown on a plat of survey made by Hale Houston, C.E., July 12, 1919, for N.C. Poe, Jr., containing thirty-six one hundredths (36/100) of an acre, more or less, and having the following courses and distances, to-wit: BEGINNING at an iron pin on line of Elias P. Earle property (located Three Hundred Ten and Four-tenths (310.4) feet from corner of J. E. Hunter lot on Earle Street) on line of lands of Calhoun Land Company, thence South 74 3/4 East one hundred sixty-five (165) feet to iron pin, thence North 33 East one hundred twenty (120) feet to iron pin, thence North 74 3/4 West one hundred sixty-three (163) feet to iron pin, thence south 33 west one hundred twenty (120) feet to the beginning corner.

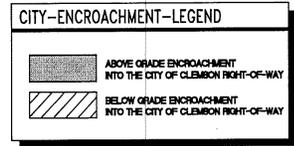
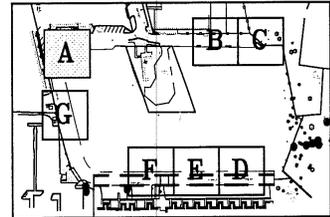
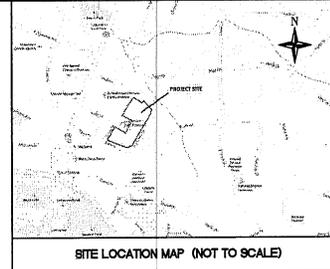
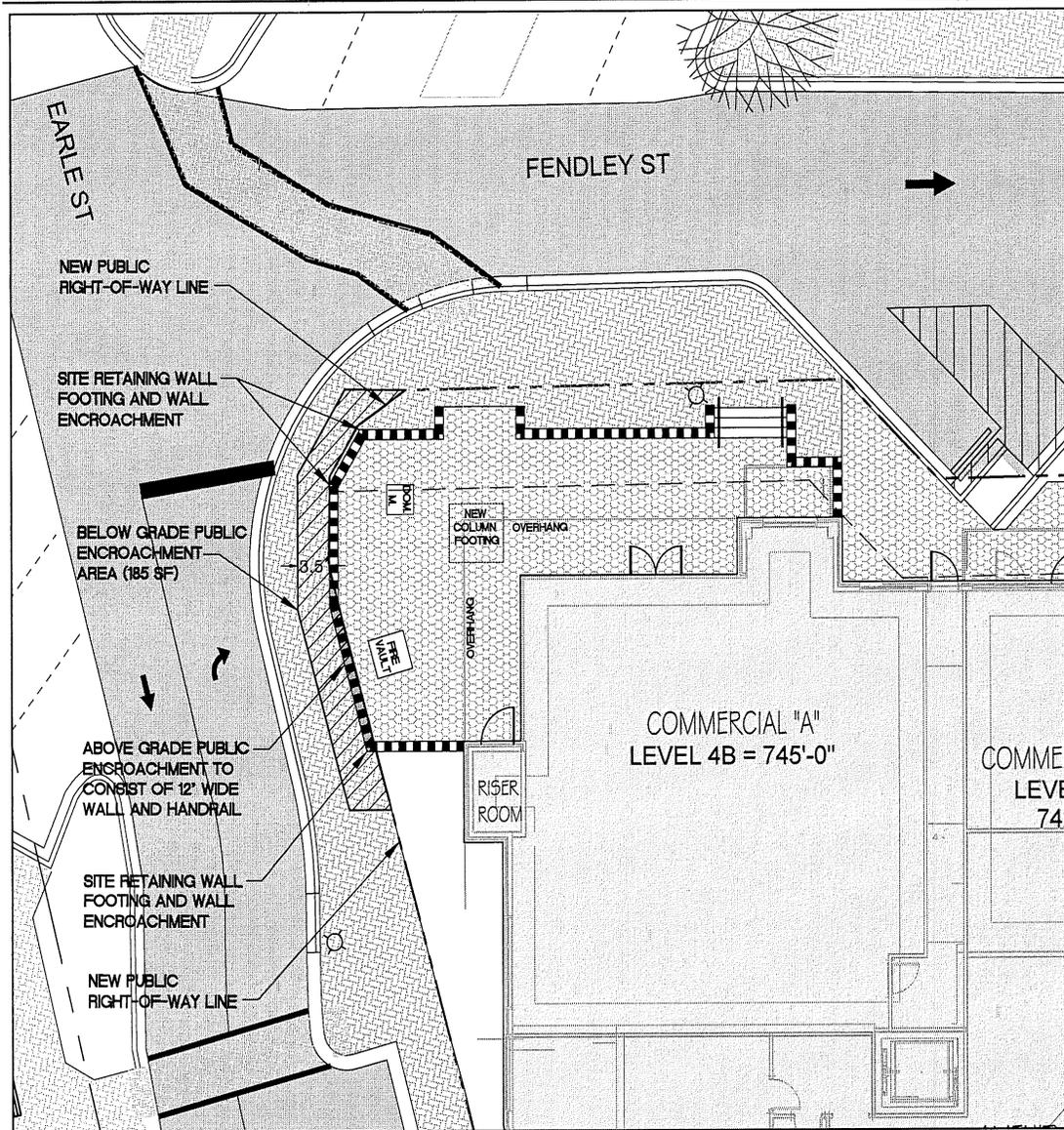
The tracts described above being shown on survey entitled ALTA/ACSM Land Title Survey for Collegiate Housing Partners, dated July 28, 2015, by Michael S. Perdue, PSL #18266 and collectively referred to as:

All that tract or parcel of land lying and being in the City of Clemson, Pickens County, South Carolina and being more particularly described as follows:

Beginning at a point at the intersection of the northern right-of-way of Earle Street and the eastern right-of-way of Finley Street; thence with said right-of-way of Finley Street the following calls: N 34°55'00" E a distance of 120.47' to a 1/2" rebar found; thence N 35°07'48" E a distance of 69.07' to a point; thence leaving said right-of-way S 78°45'40" E a distance of 165.09' to a point; thence N 32°28'57" E a distance of 121.15' to a 1/2" rebar found; thence N 79°04'18" W a distance of 165.66' to a 1/2" rebar found along the eastern right-of-way of Finley Street; thence with said right-of-way of Finley Street the following calls; thence N 32°01'11" E a distance of 119.63' to a 1/2" rebar found; thence N 31°30'16" E a distance of 118.23' to a 1/2" rebar found; thence leaving said right-of-way N 32°35'44" E a distance of 48.21' to a 1/2" rebar found; thence S 69°41'57" E a distance of 40.82' to a 1/2" rebar found; thence S 68°43'38" E a distance of 25.56' to a 1/2" rebar found; thence S 69°26'44" E a distance of 52.00' to a 1/2" rebar found; thence S 69°33'51" E a distance of 49.00' to a 1/2" rebar found; thence N 32°43'04" E a distance of 19.99' to a 1/2" open top found; thence S 35°29'44" E a distance of 140.14' to a 1/2" rebar found; thence N 72°37'01" E a distance of 27.41' to a point; thence S 28°40'51" W a distance of 43.22' to a point in the center of Foy Creek Drive; thence with said center of road S 32°00'29" W a distance of 468.09' to a point; thence N 57°39'38" W a distance of 22.67'; thence with a curve turning to the right with an arc length of 41.08', with a radius of 60.59', with a chord bearing of S 83°19'38" W, with a chord length of 40.30' to a point; thence N 77°15'07" W a distance of 22.10' to a point; thence N 74°17'00" W a distance of 86.80' to a point; thence S 30°33'08" W a distance of 10.41' to a 1/2" rebar found; thence N 70°21'50" W a distance of 89.10' to a point; thence N 71°04'08" W a distance of 81.30' to a point, said point being The True Point of Beginning.

EXHIBIT B

ENCROACHMENT AREAS DRAWINGS



811
Know what's below.
Call before you dig.

RESIDENTS: If you are a homeowner, you should call 811 before any digging or construction work is done on your property. This will help utility workers locate and mark underground lines and pipes. If you are a contractor, you should call 811 before any digging or construction work is done on your property. This will help utility workers locate and mark underground lines and pipes. If you are a contractor, you should call 811 before any digging or construction work is done on your property. This will help utility workers locate and mark underground lines and pipes.

EARLE STREET APARTMENTS
TYPE OF DEVELOPMENT: ED

DEVELOPER CORP CLEMSON, LLC 1400 N. WALNUT STREET PHILADELPHIA, PA 19104 815-445-7075	ENGINEER GRAY ENGINEERING BROOKLYN GRAY, P.E. 132 PISCATAWAY ROAD GREENVILLE, SC 29607 864-587-3087
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PROJECT MANAGER: RED
DRAWN BY: DFC
PROJECT DATE: 3/8/18
SCALE: 1"=5'
JOB No.: 201805
PLST DATE: 8/15/18

SHREY
CTY-1A

2015065-DEE-CITY

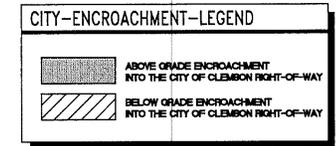
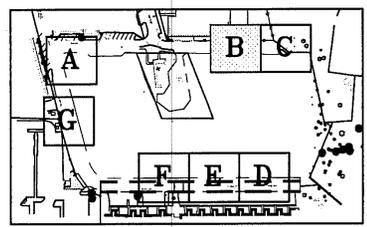
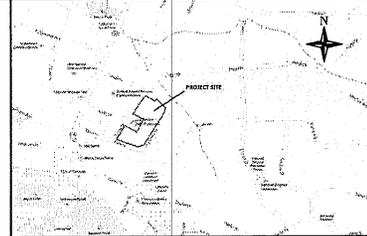
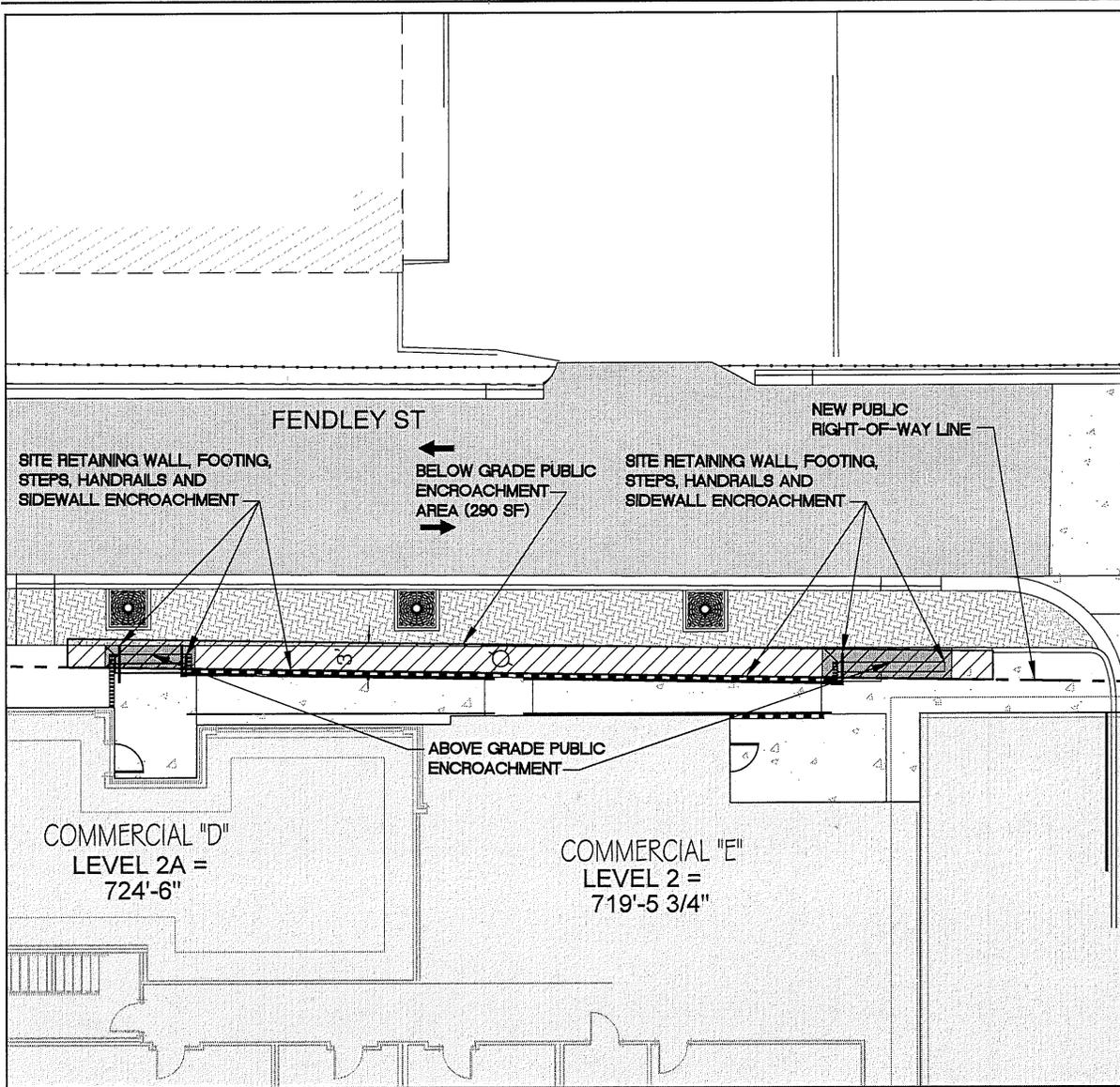
GRAY ENGINEERING CONSULTANTS
ENGINEERING CONSULTANTS
OF FLEMING ROAD - GREENVILLE, SC 29607
WWW.GRAYENGINEERING.COM

EARLE/FENDLEY CITY ENCROACHMENT
EARLE STREET APARTMENTS
EARLE AND FENDLEY STREETS
CITY OF CLEMSON, SC

PROJECT MANAGER: RED
DRAWN BY: DFC
PROJECT DATE: 3/8/18
SCALE: 1"=5'
JOB No.: 201805
PLST DATE: 8/15/18

SHREY
CTY-1A

2015065-DEE-CITY



EARLE STREET APARTMENTS
TYPE OF DEVELOPMENT: ED

DESIGNER COSIP CLEMSON, LLC WALDEN BUCKLE 4045 WALNUT STREET PHILADELPHIA, PA 19104 215-245-7070	ENGINEER GRAY ENGINEERING ROBERT GRAY, P.E. 135 FILGORN ROAD GREENVILLE, SC 29607 864-371-3067
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PROJECT MANAGER: EDO
DRAWN BY: DUG
PROJECT DATE: 3/8/18
SCALE: 1"=5'
JOB No.: E016006
PLOT DATE: 5/17/18

811
Know what's below.
Call before you dig.

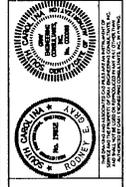
CTY-1B

2015005-D22-CITY

DATE	DESCRIPTION

GRAY
ENGINEERING CONSULTANTS
135 FILGORN ROAD - GREENVILLE, SC 29607
WWW.GRAYENGINEERING.COM

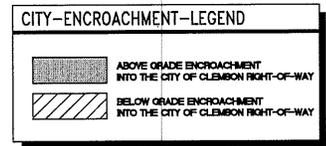
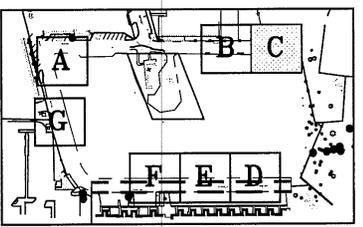
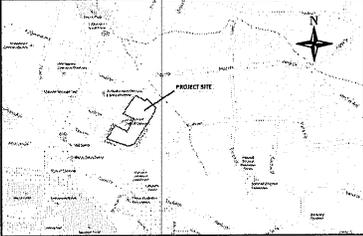
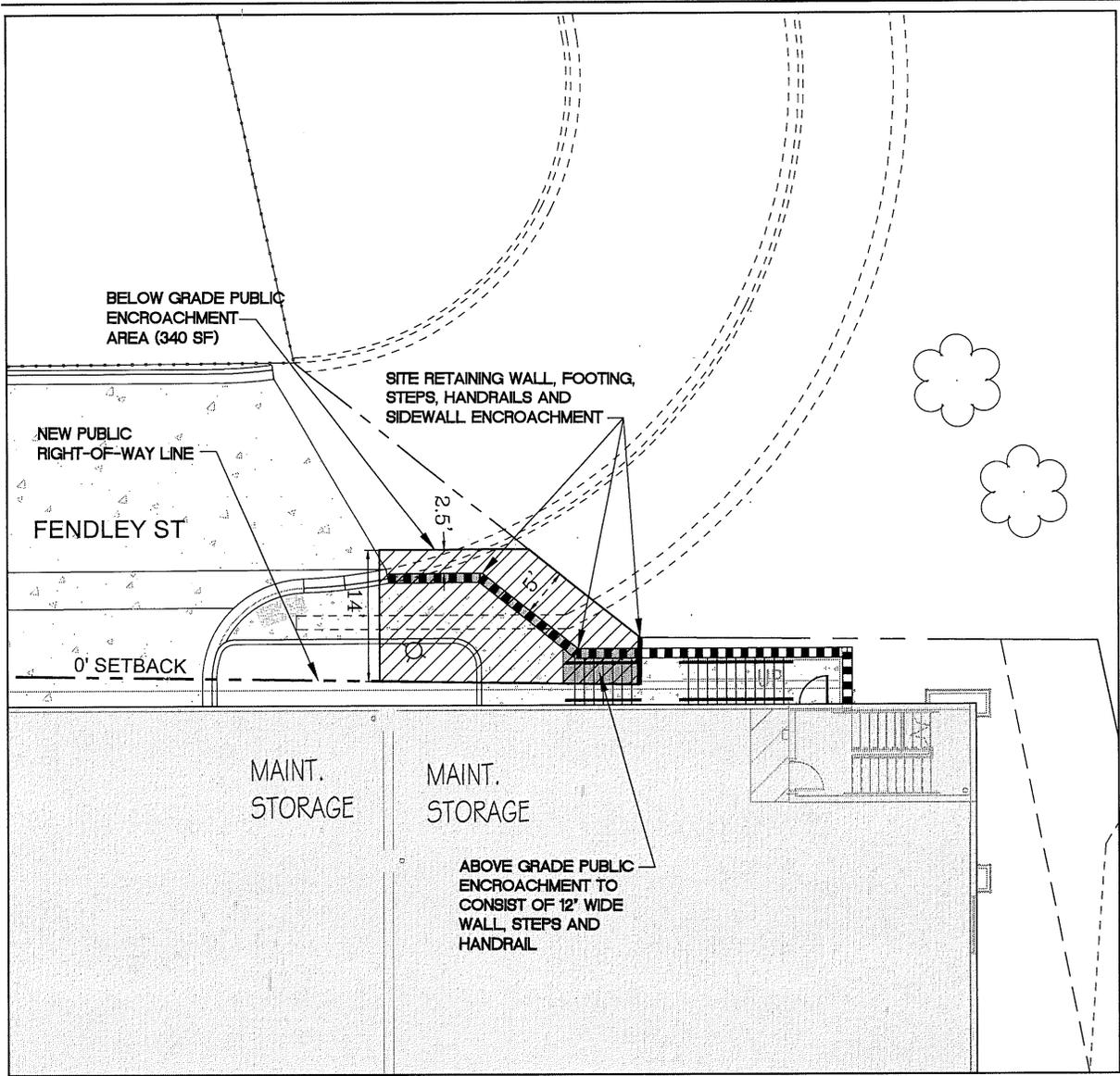
THE CITY OF CLEMSON - THE CITY ENGINEER - THE CITY ENGINEER - THE CITY ENGINEER



LOWER FENDLEY CITY ENCROACHMENT

EARLE STREET APARTMENTS
EARLE AND FENDLEY STREETS
CITY OF CLEMSON, SC

CTY-1B



811
Know what's below.
Call before you dig.

THE CITY OF CLEMSON HAS A 24-HOUR SERVICE CENTER THAT WILL ASSIST YOU IN LOCATING UTILITIES BEFORE YOU DIG. CALL 811 AT LEAST 48 HOURS BEFORE YOU BEGIN ANY EXCAVATION WORK. THIS SERVICE IS AVAILABLE TO ALL PROPERTY OWNERS AND CONTRACTORS. FOR MORE INFORMATION, VISIT WWW.CLEMSON.EDU/811 OR CALL 811.

EARLE STREET APARTMENTS
TYPE OF DEVELOPMENT: ED

DEVELOPER CORP CLEMSON, LLC WALDEN BURKE 4043 WALNUT STREET PHILADELPHIA, PA 19104 215-462-1178	ENGINEER GRAY ENGINEERING ROBERT GRAY, P.E. 132 FLEMING ROAD ORENVILLE, SC 29007 864-877-5077
---	---

PROJECT MANAGER: EDG
DRAWN BY: DFG
PROJECT DATE: 2/8/18
SCALE: 1"=5'
JOB No.: 2018005
PLOT DATE: 5/29/18

PROJECT
CTY-1C
2018005 - 222-CITY

NO.	DATE	REVISION

GRAY
ENGINEERING CONSULTANTS
132 FLEMING ROAD - ORENVILLE, SC 29007
WWW.GRAYENGINEERING.COM

REGISTERED PROFESSIONAL ENGINEER
STATE OF SOUTH CAROLINA
LICENSE NO. 10000

CITY OF CLEMSON
ENGINEERING DEPARTMENT

CITY ENGINEER
L. J. BROWN

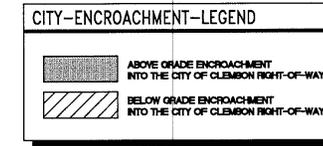
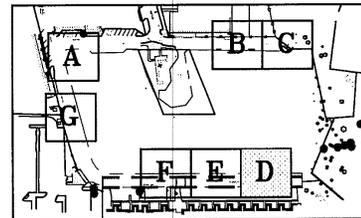
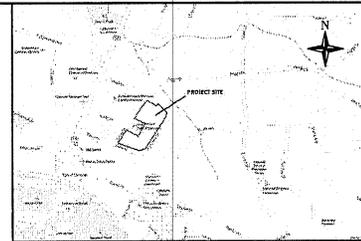
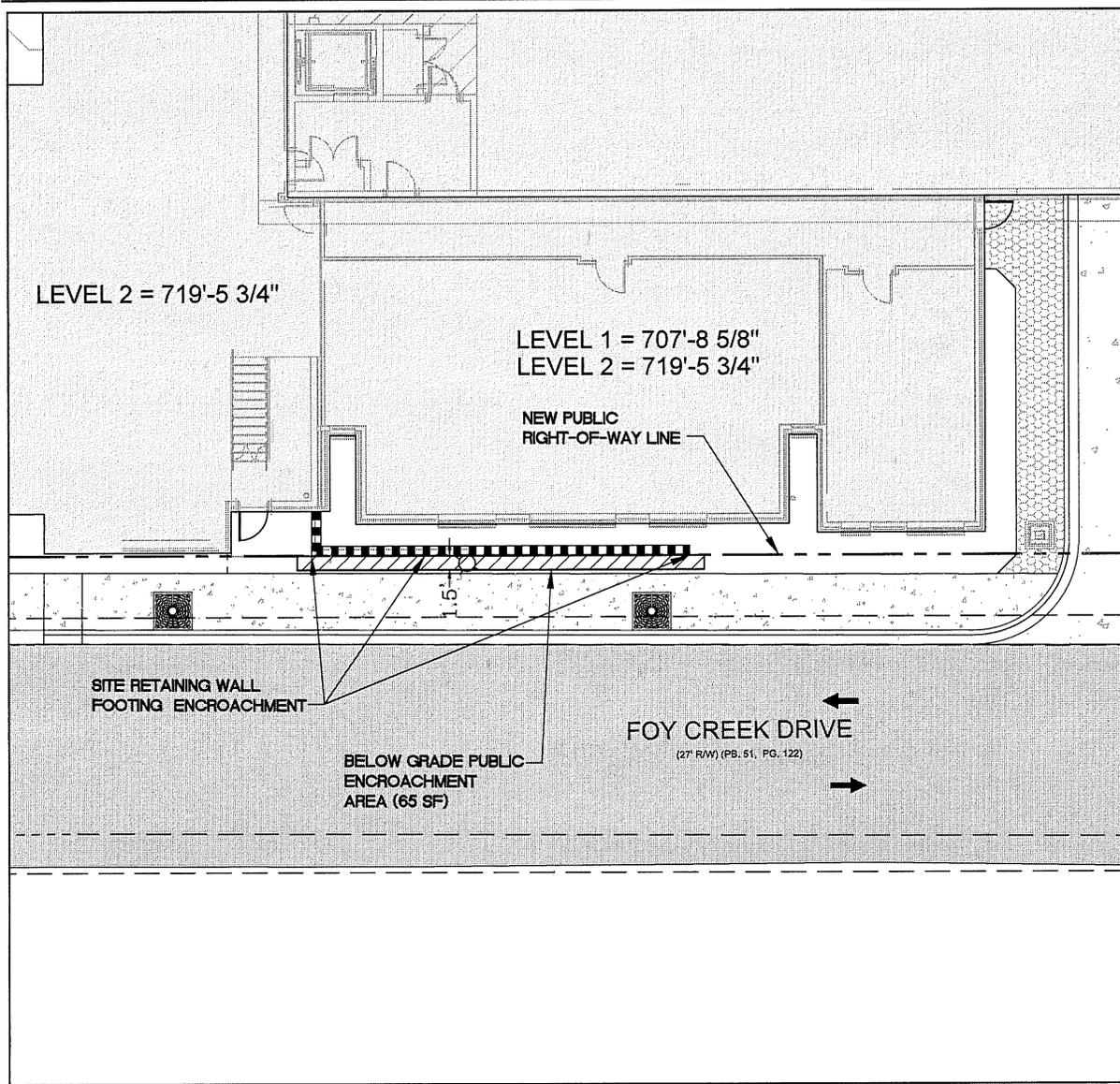
CITY OF CLEMSON
ENGINEERING DEPARTMENT

LOWER FENDLEY STEPS CITY ENCROACHMENT

EARLE STREET APARTMENTS
EARLE AND FENDLEY STREETS
CITY OF CLEMSON, SC

PROJECT MANAGER: EDG
DRAWN BY: DFG
PROJECT DATE: 2/8/18
SCALE: 1"=5'
JOB No.: 2018005
PLOT DATE: 5/29/18

PROJECT
CTY-1C
2018005 - 222-CITY



EARLE STREET APARTMENTS
TYPE OF DEVELOPMENT: ED

DEVELOPER CROSS CLEMSON, LLC WALDEN DRIVE 4045 WALNUT STREET PHILADELPHIA, PA 19104 215-843-7070	ENGINEER GRAY ENGINEERING PROFESSOR GRAY, P.E. 132 PILLIAM ROAD GREENVILLE, SC 29607 864-697-3087
--	---

PROJECT MANAGER: EBO
DRAWN BY: DJG
PROJECT DATE: 3/8/18
SCALE: 1"=5'
JOB NO.: 2018005
PLOT DATE: 8/17/18

SHEET
CTY-1D
2018005-D22-CITY

NO.	DATE	BY	REVISION

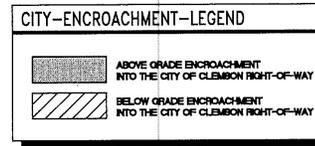
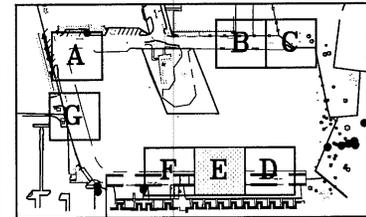
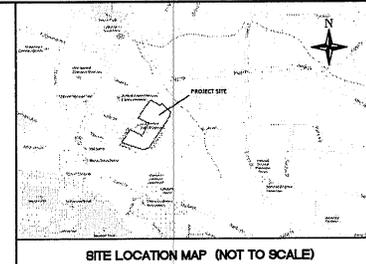
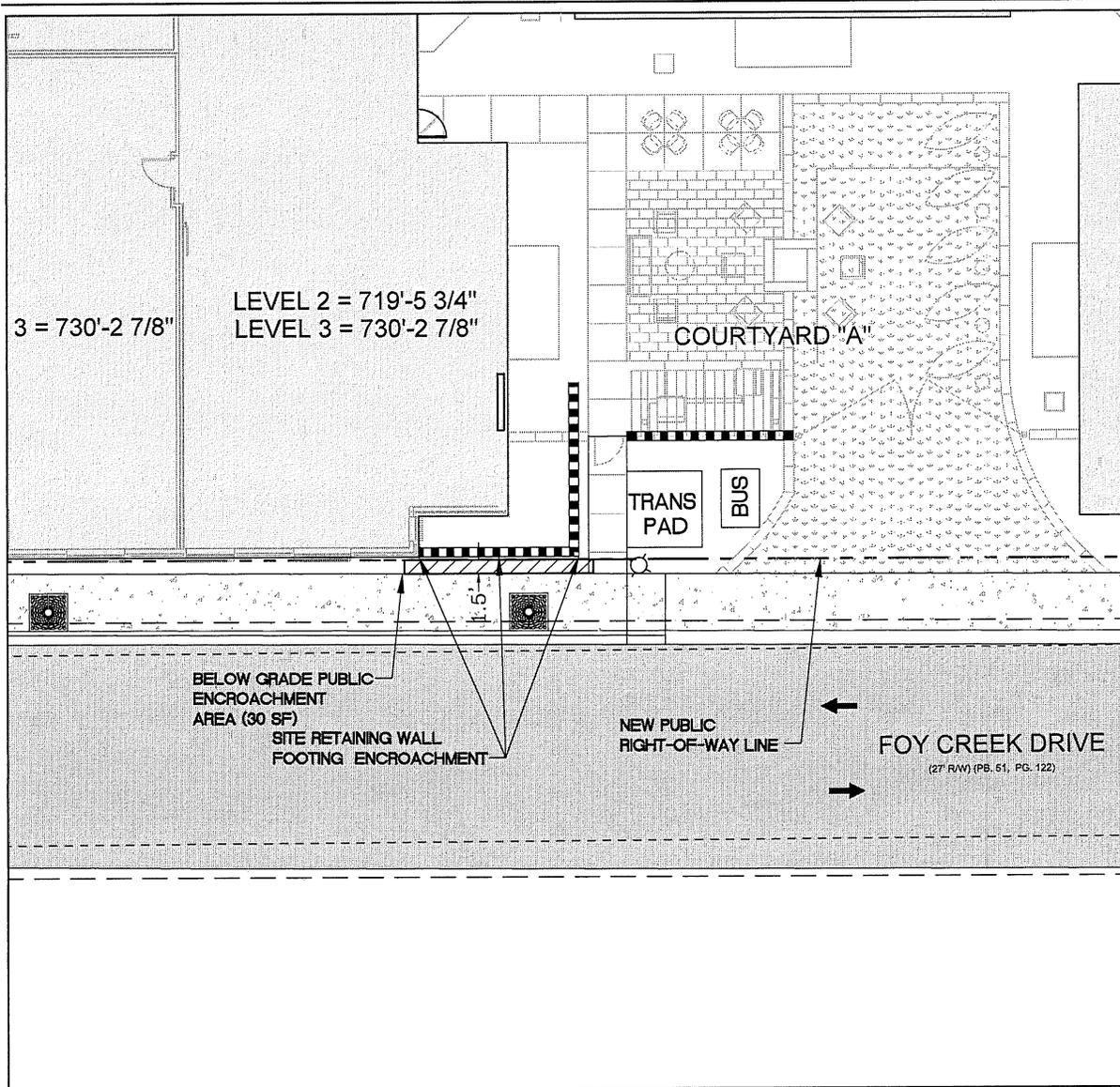
GRAY
ENGINEERING CONSULTANTS
205 FLEMING ROAD - GREENVILLE, SC 29607
WWW.GRAYENGINEERING.COM

REG. C.S.A. # 10000 - REG. C.S.A. # 10000 - REG. C.S.A. # 10000 - REG. C.S.A. # 10000



LOWER FOY CREEK CITY ENCROACHMENT

EARLE STREET APARTMENTS
EARLE AND FENDLEY STREETS
CITY OF CLEMSON, SC



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EARLE STREET APARTMENTS
TYPE OF DEVELOPMENT: ED

DEVELOPER CORSE CLEMSON, LLC WAGNER BUILDING 4048 WALNUT STREET PHILADELPHIA, PA 19104 810-943-7078	ENGINEER GRAY ENGINEERING ROBERT GRAY, P.E. 158 PILGRIM ROAD GREENVILLE, SC 29607 864-297-3067
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PROJECT MANAGER: RSD
DRAWN BY: DJG
PROJECT DATE: 3/8/18
SCALE: 1"=5'
JOB No.: 2018005
PLOT DATE: 8/17/18

SCALE: 1" = 5'

GRAY ENGINEERING CONSULTANTS
OF FLOYD ROAD - GREENVILLE, SC 29615
PHYSICIAN@GRAYENGINEERING.COM

COURTYARD A LOWER FOY CREEK CITY ENCROACHMENT

EARLE STREET APARTMENTS
EARLE AND FENDLEY STREETS
CITY OF CLEMSON, SC

PROJECT MANAGER: RSD
DRAWN BY: DJG
PROJECT DATE: 3/8/18
SCALE: 1"=5'
JOB No.: 2018005
PLOT DATE: 8/17/18

CTY-1E
2018005- D22-CITY

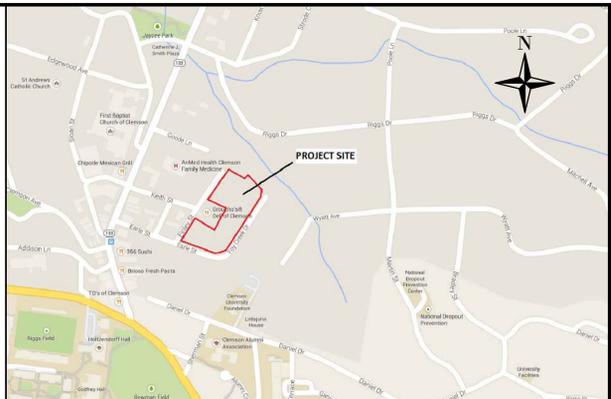
SAFETY NOTE TO CONTRACTOR:
THE CONTRACTOR SHALL SHORE TRINCH EXCAVATION AND USE PIPE BOX TO COMPLY WITH ALL OSHA SAFETY REGULATIONS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE JOB SITE SAFETY AND COMPLY WITH ALL SAFETY REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR HIS MEANS AND METHODS OF CONSTRUCTION.



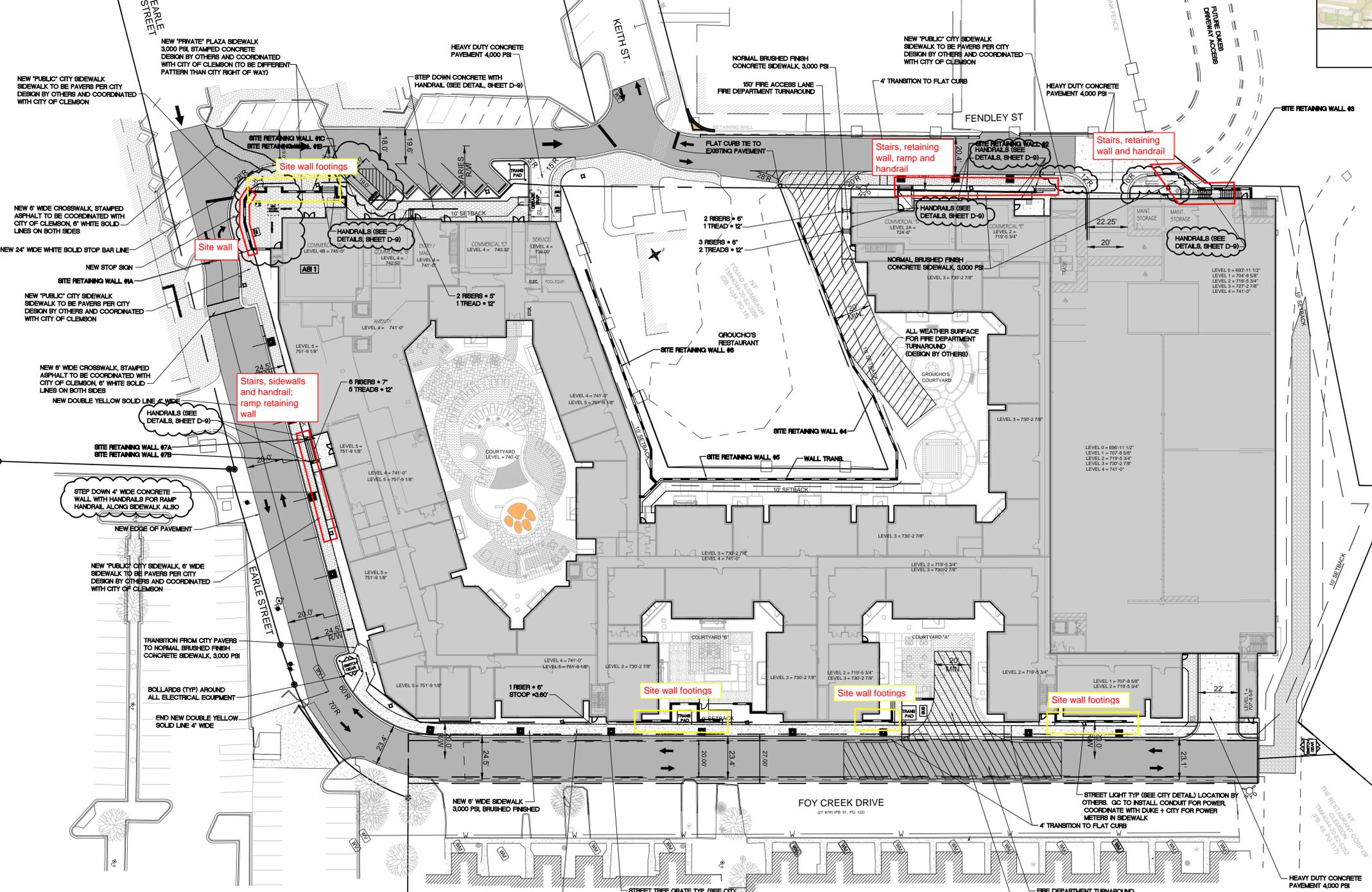
UTILITY NOTE TO CONTRACTOR:
THE UTILITIES SHOWN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

PAVEMENT-LEGEND	
	MILL STREETS 15', REPLACE WITH NEW 1 1/2" ASPHALT OVERLAY PER CITY PUBLIC WORKS
	NEW "PUBLIC" CITY SIDEWALK TO BE PAVERS PER CITY OF CLEMSON DETAILS
	NEW "PRIVATE" SIDEWALK, STAMPED CONCRETE (DESIGN BY OTHERS)
	NORMAL 3,000 PSI BRUSHED CONCRETE SIDEWALK
	HEAVY DUTY 4,000 PSI CONCRETE PAVEMENT AT VEHICLE DRIVEWAYS

SITE-RETAINING-WALL-SCHEDULE		
SITE RETAINING WALL #	TYPE OF WALL DESIGN	RESPONSIBLE PARTY
SITE RETAINING WALL #1A, #1B, #1C (WALLS AT EARLE/FENDLEY PLAZA)	CMU OR CONCRETE WALL PER ARCHITECTURAL DETAIL WITH HANDRAIL ALONG TOP, FACADE AND STRUCTURAL DESIGN BY OTHERS	GENERAL CONTRACTOR
SITE RETAINING WALL #2 (RAMP WALL AT LOWER FENDLEY)	CMU OR CONCRETE WALL PER ARCHITECTURAL DETAIL WITH HANDRAIL ALONG TOP, FACADE AND STRUCTURAL DESIGN BY OTHERS	GENERAL CONTRACTOR
SITE RETAINING WALL #3 (WALL AT END OF FENDLEY STREET)	CMU OR CONCRETE WALL PER ARCHITECTURAL DETAIL WITH HANDRAIL ALONG TOP, FACADE AND STRUCTURAL DESIGN BY OTHERS	GENERAL CONTRACTOR
SITE RETAINING WALL #4 (FULL WALL ALONG GROUCHO'S)	MECHANICAL STABILIZED EARTHEN (MSE) FILL WALL WITH GEOGRID. FENCE ALONG TOP TO BE PER OWNER'S DIRECTION	GRADING CONTRACTOR (DESIGN/BUILD)
SITE RETAINING WALL #5 (CUT WALL AT GROUCHO'S)	GRAVITY WALL IN CUT SLOPE WITH NO GEOGRID. FENCE ALONG TOP TO BE PER OWNER'S DIRECTION	GRADING CONTRACTOR (DESIGN/BUILD)
SITE RETAINING WALL #6 (FULL WALL ALONG SOUTH GROUCHO'S)	MECHANICAL STABILIZED EARTHEN (MSE) FILL WALL WITH GEOGRID. FENCE ALONG TOP TO BE PER OWNER'S DIRECTION	GRADING CONTRACTOR (DESIGN/BUILD)
SITE RETAINING WALL #7A, #7B (WALLS AT EARLE ENTRANCE STEPS)	CMU OR CONCRETE WALL PER ARCHITECTURAL DETAIL WITH HANDRAIL ALONG TOP, FACADE AND STRUCTURAL DESIGN BY OTHERS	GENERAL CONTRACTOR



NO.	DATE	BY	REVISION
1	12-11-15	DJG	ISSUED TO STATE FIRE MARSHAL OFFICE
2	01-15-16	DJG	REVISED PLANS FIRE IRRIGATION, LEVEL 4
3	02-01-16	DJG	ADDED EXTERIOR PLANTINGS TO UTILITY PLAN
4	03-21-16	DJG	AS1 - REV FREEDOM VAULTS, REV W/ STORM WH
5	04-07-16	DJG	ADDED DIMENSIONS TO ADA PARKING SPACE
6	04-21-16	DJG	ISSUED TO ARCHITECT, REVISED FOR ACCESSIBILITY
7	04-26-16	DJG	UPDATED WATER VAULTS AND FIRE HYDRANT
8	12-03-15	DJG	UPDATED DESIGN SET TO OWNER/ARCHITECT



GENERAL BUILDING NOTES:

- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF BUILDING, EXIT DOORS, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
- THE CONTRACTOR MUST PROVIDE A LINE STRING PULL ON THE PROPERTY LINE AT THE TIME OF THE FOOTING INSPECTIONS. CONTRACTOR SHALL CONTACT ENGINEER IF THERE IS ANY DISCREPANCY BETWEEN ARCHITECT PLANS AND CIVIL PLANS.
- GRADING CONTRACTOR SHALL COORDINATE WITH BUILDING CONTRACTOR AND LANDSCAPE PAINTERS AND THE STRUCTURAL PAGES FOR CONSTRUCTION OF THE BUILDING WALLS AND SITE WALLS. REFER ALSO TO THE ARCHITECTURAL, STRUCTURAL AND LANDSCAPE DRAWINGS.

EARLE STREET APARTMENTS
TYPE OF DEVELOPMENT: PD

DEVELOPER CCSHP CLEMSON, LLC WARREN BURKE 4043 WALNUT STREET PHILADELPHIA, PA 19104 215-243-7079	ENGINEER GRAY ENGINEERING RODNEY GRAY, P.E. 132 PILGRIM ROAD GREENVILLE, SC 29607 864-297-3027
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PROJECT MANAGER: REG
DRAWN BY: DJG
PROJECT DATE: 3/8/12
SCALE: 1"=30'
JOB No.: 2015005
PLOT DATE: 4/26/16

SHEET
CV-1

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GRAY ENGINEERING CONSULTANTS
132 PILGRIM ROAD - GREENVILLE, SC 29607
PH: (864) 297-3027 - FAX: (864) 297-3187
WWW.GRAYENGINEERING.COM

- SC C.O.A.# C-0066 - NC C.O.A.# P-0004 - TN C.O.A.# 041086 -

FINAL SITE PLAN
EARLE STREET APARTMENTS
EARLE AND FENDLEY STREETS
CITY OF CLEMSON, SC

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NO. 19812
RODNEY GRAY
REGISTERED PROFESSIONAL ENGINEER
STATE OF SOUTH CAROLINA

NO. 00666
DARYL W. HAYES
REGISTERED PROFESSIONAL ENGINEER
STATE OF SOUTH CAROLINA

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STATE OF SOUTH CAROLINA