

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) TRANSFER OF PARK PROPERTY AND
COUNTY OF GREENVILLE) OPERATIONAL RESPONSIBILITIES

THIS INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF PARK PROPERTY AND OPERATIONAL RESPONSIBILITIES (“*Agreement*”) is made and entered into as of this _____ day of _____, 2024, by and between the City of Travelers Rest, a municipal corporation organized and existing under the laws of the State of South Carolina (“*City*”), and Greenville County, South Carolina, a public body and political subdivision of the State of South Carolina (“*County*”). The “Effective Date” of this Agreement shall be that date of the last signature to the Agreement.

RECITALS

WHEREAS, the County and the City offer various recreational services to County and City residents including owning, maintaining, and operating parks and recreational facilities, as well as providing specific recreation programs.

WHEREAS, as the City has grown, it has become evident that the City is well-suited and strategically positioned to own and operate certain County parks that are now located within or adjacent to the City limits. The decision to transfer parks from the County to the City is driven by a shared commitment to prioritize the long-term development and optimal utilization of these recreational spaces.

WHEREAS, the County desires to transfer to the City and the City desires to accept ownership, operation, and future development of Poinsett Park, Gateway Park, and Trailblazer Park (collectively, “*Parks*”) including the land identified on Exhibit 1 attached hereto and incorporated herein by reference.

WHEREAS, by taking ownership and operations of the Parks, the City can actively manage and develop the Parks to better serve the community’s evolving needs. The County and the City desire to ensure that the Parks are utilized to their fullest potential, providing recreational opportunities and creating spaces that benefit and enrich the lives of all residents.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the City agree as follows:

Section 1. Conveyance. The County shall convey all of its right, title, and interest in the Parks and the Properties to the City by quitclaim deed(s), bill of sale(s) and any other necessary documents, without monetary consideration, subject to the terms of this Agreement, and the City’s covenant to the County that the Parks will be used for recreational purposes only. The deeds conveying Park property will contain restrictions to ensure the property will be maintained for recreational purposes only. However, as to the Trailblazer Park property only, the County and City agree that if the City contracts to sell, sells, leases, assigns rights, or otherwise conveys or disposes of more than twenty percent of the Trailblazer Park property without prior County approval, the Trailblazer Park property reverts to the County and the City’s actions are void. The County Administrator is authorized to grant approval on behalf of the County. These covenants shall run

with the land and bind the City's successors and assigns. The closing date for this conveyance shall be at a mutually agreeable time.

Section 2. Transfer of Operations. Upon the transfer of ownership and recording of the deeds as authorized pursuant to Section 1, the City agrees to accept the Parks and the Properties and all improvements in "as is condition" and to assume full ownership and responsibility for operations, maintenance, and future development of the Parks and the Properties. The County will continue to operate and maintain the Parks and provide recreation programs at the Parks until the transfer of ownership and recording of the deeds referred to in Section 1. The County and the City agree to work in good faith to facilitate the transition of the Parks, the Properties and operation of recreational programs at the Parks to the City. The County and the City agree that the County will retain the portion of property at Trailblazer Park containing the North Greenville Summary Court and the parking area surrounding the Summary Court.

Section 3. Continuation of Current Recreation Programs. The City agrees to continue the current recreational programs offered or facilitated by the County at the Parks for a period of two years after recording of the deeds authorized pursuant to Section 1. After the initial two (2) year period, the City agrees to make reasonable efforts to incorporate the County programs into its existing programs; however, the City is under no obligation to continue to offer the same recreational services currently provided by the County at the Parks.

Section 4. County residents charged same rate as City residents. As a condition of accepting the Parks, the City agrees that it will not limit access to the Parks or programs offered at the Parks so as to restrict usage by County residents, and the City agrees to extend its own recreational programs to residents of the County at the same rate charged to City residents.

Section 5. Accounts Receivables and Revenue. The County will receive all accounts receivables and revenue for the Parks through the date of the recording of the deeds referred to in Section 1. The City will receive all accounts receivables and revenue accruing for the Parks after the recording of the deeds.

Section 6. Liability. The County and the City are governmental entities and political subdivisions of the State of South Carolina and enjoy sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. The County agrees that pursuant and subject to the limitations and protections of the South Carolina Tort Claims Act, it shall be responsible for its employees' and agents' that pertain to the Parks that result in any loss or damage to any property or injury to any person arising out of or connected with the use or operation of the Parks prior to the date of the recording of the deeds authorized by Section 1. The City agrees that it shall be responsible for its employees' and agents' acts that pertain to the Parks that result in any loss or damage to any property or injury to any person arising out of or connected with the use or operation of the Parks on and after the date of the recording of the deeds authorized by Section 1.

Section 7. Additional Agreements. The County and the City authorize their administrative staff to negotiate and finalize additional agreements, forms of deeds, bills of sale, and lease agreements that align with the terms and conditions of this Agreement and are

satisfactory to both the County and the City. The negotiations aim to ensure a smooth transfer of the Parks and the Properties. The County and the City administrative staff are authorized to discuss and finalize the necessary details and documentation for the successful transfer that reflects the agreed-upon terms and objectives outlined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF TRAVELERS REST

WITNESSES:

By: Shannon Herman
Its: City Administrator
Date: _____

WITNESSES:

GREENVILLE COUNTY, SOUTH CAROLINA

By: Dan Tripp
Its: Chairman, Greenville County Council
Date: _____

By: Joseph M. Kernell
Its: County Administrator
Date: _____

EXHIBIT 1

PROPERTIES

Poinsett Park (TMS No. 0487000101400)



Trailblazer Park (TMS Nos. 0484000100804, 0484000100805, 0484000100806, and portion of 0484000100800 to be divided for the County's retention of the North Greenville Summary Court and associated parking area)



