AGENDA

OF THE SIMPSONVILLE CITY

BUSINESS MEETING
February 14, 2025
6:00PM
Council Chambers – City Hall

1. **CALL TO ORDER**.....Mayor Shewmaker
2. **ROLL CALL**.....City Clerk, Ashley Clark
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MINUTES**- January 14, 2025
5. **CITIZEN COMMENTS**
6. **BUSINESS**
   - **A. Approval of Welcome Center Budget**…..……Dianna Gracely, City Administrator
   - **B. Approval of Accommodations Tax Advisory Committee Recommendations**…….……Dianna Gracely, City Administrator
   - **C. RFP FEMA Assistance-Selection of ICF Inc.**…….…….Dianna Gracely, City Administrator
   - **D. 1st Reading Ordinance O-2025-01, Lease agreement with Crown & Bloom for 102 Academy Street** ……..……..Dianna Gracely, City Administrator
   - **E. Resolution R-2025-01, Requesting pedestrian crossing at Poinsetta Drive @ Park Drive from SCDOT**……..……..…… ……Tim Pinkerton, Ward 5
7. **ADJOURN**

PLEASE NOTE: This Agenda is accurate as of the Friday immediately preceding the Council meeting but is subject to change until twenty-four (24) hours prior to the meeting. Please contact the City Clerk the day of the meeting for the latest agenda information.

SIMPSONVILLE ORDINANCE O-2025-01

AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN PROPERTY IN THE CITY OF SIMPSONVILLE

WHEREAS, the City of Simpsonville is the owner of certain real property located at 102 Academy Street, Simpsonville, South Carolina 20681 identified by Greenville County TMS No. Greenville County Tax Map Nos. 0316000100401 and 0316000100500 within the city limits of Simpsonville, County of Greenville; and,

WHEREAS, the City desires to lease a portion of the Property identified as the 1,950 square foot building and the adjacent patio located on the Property (the "Premises") to Crown and Bloom Coffee Co., LLC, pursuant to the terms of a Lease Agreement attached hereto as Exhibit "1," the contents and terms of which are incorporated herein as if set forth fully; and,

WHEREAS, pursuant to S.C. Code § 5-7-40 and 5-7-260(6), a municipality may lease property it owns by Ordinance; and,

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Simpsonville to lease the Premises to Crown and Bloom Coffee Co., LLC according to the Lease Agreement attached hereto as Exhibit "1".

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Simpsonville, that the Mayor or City Administrator of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver the Lease Agreement attached hereto as Exhibit "1".

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 lease contemplated by this Ordinance.

SIGNATURE OF MAYOR:

_____
Paul Shewmaker

ATTEST:

_____
Ashley Clark
City Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes
City Attorney

FIRST READING: February 11, 2025
SECOND READING: March 10, 2025

LEASE AGREEMENT

THIS LEASE is entered into effective as of the ____ day of _____, 2025, between the **City of Simpsonville**, a municipal corporation existing under the laws of the State of South Carolina (the "Landlord"), and **Crown and Bloom Coffee Co., LLC** a limited liability company operating and existing under the laws of the State of South Carolina (the "Tenant").

1. **DESCRIPTION OF PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, those certain premises located at 102 Academy Street, Simpsonville, SC 29681 consisting of a 1,950 square foot building (formerly the former City of Simpsonville Fire Administration building and library) and the outdoor patio located on the side of the building. The building is located on a portion of the properties owned by the Landlord identified by Greenville County Tax Map Nos. 0316000100401 and 0316000100500 and is identified on the site plan for city park as the "Historic Library" building attached hereto as Exhibit "A" (hereinafter the "Premises").

2. **TERM:** The term of this lease shall be for an initial period of one (1) year commencing on the _____ day of March, 2025 and ending on the _____ day of March, 2026 (the "Term") with an option to renew pursuant to Paragraph Sixteen (16) hereof.

3. **RENT:** Tenant shall pay rent monthly in the amount of One Thousand Nine Hundred Fifty and no/100ths Dollars ($1,950.00) per month.

4. **USE OF THE PREMISES:** The Premises shall be used for operating a coffee shop business known as Crown & Bloom and other activities ancillary or related thereto and for no other purpose. Any change in this designated use of the Premises may be made only with the written consent of the Landlord, which consent will not be unreasonably withheld, and only in the event that said future use shall comply with any restrictive or protective covenants governing the use of said Premises and only if said use is in compliance with all laws, statutes, ordinances, rules or regulations of any governmental body having jurisdiction thereof. Furthermore, any improvements made by the Tenant during its tenancy shall remain with the building at the termination of the Lease unless otherwise agreed to in writing. Tenant expressly agrees that it shall not use the Premises in any way which would create a nuisance, hazard, or trespass to others.

5. **OPERATION OF BUSINESS.** Tenant agrees to operate the business on the Premises consistent with the Request for Proposal ("RFP") attached hereto as Exhibit "B." Any material deviations from the RFP shall be approved in writing by the Landlord.

6. **QUIET ENJOYMENT:** Landlord warrants and covenants that it is the owner of, and is in lawful possession of, the Premises and covenants and agrees that Tenant shall have quiet enjoyment of the Premises and the rights granted in this Lease, provided Tenant complies with each and all of the terms of this Lease. Landlord warrants that, to the best of its knowledge, there are no restrictions, easements, leases, mortgages, deeds of trust or other liens or encumbrances against the Premises which would in any manner interfere with the use of the Premises as permitted by this Lease. Landlord further warrants that, to the best of its knowledge, there are no condemnation or eminent domain proceedings threatened or contemplated.

7. **MECHANIC'S LIEN:** Tenant agrees to keep the Premises free from the liens of persons who, at the request of Tenant, furnish labor or material to or for the benefit of the Premises, and to bond or otherwise provide security for lien claims. Landlord at any time may post and keep posted on the Premises appropriate notices to protect Landlord against the claims of persons who, at the request of Tenant, furnish labor or materials to or for the benefit of the Premises. It is agreed that Tenant has no authority whatsoever to bind Landlord's title to any lien claimant.

8. **TAXES AND FEES:**

Landlord agrees to pay before delinquency, any and all real property taxes and assessments assessed against the Premises. Tenant agrees to pay, before delinquency, any and all personal property taxes and license fees which are assessed or imposed upon Tenant's personal property, inventory, and equipment installed or located in the Premises.

9. **UTILITIES, PERMITS AND COMPLIANCE WITH LAWS:**

(a) Tenant agrees to pay, before delinquency, all charges for gas, sewer, water, electricity, lights, telephone, internet, and any and all other utilities and services which may be used in or upon the Premises. Tenant shall be responsible for the cost of meters, licenses, permits, and tap-on fees needed for the business it conducts on the Premises.

(b) Tenant shall, at its own cost and expense, obtain all necessary licenses and/or permits which may be required for the conduct of his business; and Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules, and regulations (referred to generally as "regulations") of governmental authorities having or claiming jurisdiction over the premises or the conduct of Tenant's business.

10. **ASSIGNMENT; SUBLETTING:**

(a) Except as permitted in (b) below, Tenant may not assign this Lease, or sublease all or any portion of the Premises, except to an entity under common control with or controlled by Tenant, without Landlord's prior written consent, which consent will not be unreasonably withheld. Such assignment or sublease must provide that (i) the assignee of an assignment assumes in writing all of Tenant's obligations under this Lease and agrees to be bound by the terms and provisions hereof from the effective date of the assignment (including sums payable after the effective date with respect to periods prior thereto); (ii) the Subtenant under a sublease acknowledges that the sublease is subject to all the provisions of this Lease and agrees not to violate any of the restrictions or prohibitions of this Lease, including, but not limited to, the use clause set forth in Paragraph 4 hereof; and (iii) the assignment and assumption or sublease is evidenced by a recordable written document, an executed copy of which is promptly delivered to Landlord. However, unless released in writing by the Landlord, no subletting of the Premises shall in any way release the Tenant named herein or any guarantor of this Lease Agreement from their obligations set forth herein.

(b) If after obtaining Landlord's required approval in writing, Tenant assigns its rights and interest in and to the Lease (i) Landlord shall give the Tenant a copy of any notice of default sent to assignee, such copy to be sent to the last notice address of the Tenant provided to Landlord and otherwise as provided in Paragraph 33, but failure to give such copy shall not prevent Landlord from exercising all remedies against assignee; (ii) Landlord shall accept the performance by the Tenant of any of assignee's obligations under this Lease as if it were performance by Tenant; (iii) Landlord shall recognize the exercise by the Tenant of any re-entry or reverter retained by the Tenant in connection with this Lease; and (iv) if Landlord terminates this Lease for a default by assignee, Landlord shall offer to lease the Premises to the Tenant on the terms and conditions of this Lease for the unexpired balance of the term of this Lease at the date of its termination, on the condition that the Tenant cure all defaults by assignee and pay all sums owed Landlord as a consequence of such defaults.

11. **INSPECTION:** Landlord or its agent may enter upon the Premises at any reasonable time with at least twenty-four (24) hours-notice to Tenant for the purpose of inspecting the Premises. Landlord or its agent shall be permitted to show the Premises to prospective purchasers and Tenants at any time prior to ninety (90) days of expiration of the Term, provided that neither Landlord nor such persons shall come onto the Premises during business hours without at least twenty-four (24) hours notice to Tenant.

12. **INDEMNITY AND INSURANCE:**

(a) Except for any and all claims and demands arising from any act, omission or negligence of the Landlord, or its contractors, licensees, invitees, agents, servants or employees, Tenant agrees to indemnify and save Landlord harmless from and against any and all claims and demands arising from any act, omission, or negligence of Tenant, or its contractors, licensees, agents, guests, invitees, servants, or employees, arising from any accident, injury or damages whatsoever caused to any person or property occurring in, on or about the Premises or any part of them, and any and all actions, suits and proceedings in connection with any such claim or demand and any and all loss, damage, expense and liability incurred in or in connection with any such claim or demand, including attorneys' fees and court costs.

(b) The Tenant shall maintain insurance on its furniture, fixtures, equipment, vehicles, inventory and other personal property on the Premises. The Landlord will not maintain any insurance on the property of the Tenant. Landlord shall maintain in full force during the term of this Lease, a policy or policies of property and casualty insurance covering the Premises. The Tenant shall maintain in full force during the term of this Lease, a general liability policy covering the Tenant and its use and occupation by Tenant, insuring against liability for injuries to persons and property and for death of any person or persons occurring in or about the Premises. The liability under such insurance shall not be less than One Million Dollars and 00/100 ($1,000,000.00) for personal property damage and One Million Dollars and 00/100 ($1,000,000.00) for personal injuries or deaths occurring in or about the Premises. The Tenant shall name Landlord as an additional insured under its General Liability policy.

(c) Landlord shall give Tenant notice of all claims made against the Tenant that come within the scope of the indemnification of this Paragraph, and shall not settle any such claim without the Tenant's written consent. Unless objected to by an insurer of the Tenant that acknowledges primary responsibility for the claim, the Tenant shall conduct the defense of the claim.

The Landlord shall cooperate with the Tenant in defending the claim, including without limitation, providing documents, witnesses and other sources of information within its reasonable control.

13. **DAMAGE OR DESTRUCTION:**

(a) The Tenant shall immediately notify the Landlord or its agent in the event of any fire or other casualty to the Premises. If the Premises are totally destroyed by fire or other casualty, or damaged to such an extent that less than seventy (70%) percent of the Premises is fit for occupancy under existing building codes and regulations, then this Lease may be terminated by the Tenant by giving written notice within thirty (30) days after notice to the Landlord of the occurrence of such fire or casualty; however, if the Premises are damaged by fire or other casualty, but may be reasonably repaired within ninety (90) days after notice to the Landlord of the damage (it being agreed that if such rebuilding or repairs cannot be completed within the 90 day period, but the Landlord commences the rebuilding or repair work without unreasonable delay within the 90 day period and completes the rebuilding or repair with due diligence within one hundred twenty (120) days after notice to the Landlord of the damage, such damage shall be deemed rebuilt or repaired within the 90 day period), then the Landlord may notify the Tenant within thirty (30) days of the date of the notice of the fire or other casualty of its intention to rebuild or make such repairs and may enter and repair the Premises as quickly as reasonably possible. In this event, rent shall not be due while such rebuilding or repair work is being performed, but shall resume again as soon as the rebuilding or repairs are completed and Tenant is provided a certificate of occupancy. If repairs are not completed within one hundred twenty (120) days after notice to the Landlord of the damage, the Tenant shall have the option to terminate the Lease by providing written notice of termination to the Landlord at any time after the one hundred twenty (120) day period to repair.

(b) It is agreed that if the Premises are damaged so that less than thirty (30%) percent of the Premises are not fit for occupancy due to fire or other casualty, the Landlord shall repair the damage as quickly as reasonably possible and the Tenant shall continue to pay rent and uphold all other lease provisions, provided the rent is abated in proportion to the percentage of the Premises that remains unfit for occupancy.

(c) The Tenant agrees not to claim any compensation from the Landlord because of any inconvenience, annoyance or business interruption arising from the damage, repair, rebuilding, or alteration of any portion of the Premises.

14. **MAINTENANCE AND REPAIRS:** The Landlord covenants and agrees that it will, at its own expense, keep and maintain in good order, condition, and repair, the plumbing, HVAC, roof and exterior and structural portions of the Premises. The Tenant agrees to be responsible for all other repairs and maintenance to the Premises.

15. **CONDEMNATION:** In the event of any taking or damage of all or any part of the Premises, or ingress, egress, or parking in connection therewith or any interest therein by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, or any transfer made in avoidance of an exercise of the power of eminent domain (all of the foregoing being hereafter referred to as the "appropriation") prior to or during the term hereof (or any extension or renewal thereof), the rights and obligations of Landlord and Tenant with respect to such appropriation shall be as hereinafter provided. In the event of an appropriation of all of the Premises, this Lease shall terminate as of the date of such appropriation. In the event of an

appropriation of less than all of the Premises, Tenant shall have the option to terminate this Lease. Any such election shall be made by written notice given on or before Thirty (30) days after appropriation. Any such termination shall be effective the date the condemner takes title or possession, whichever occurs first. Whether or not this Lease is terminated pursuant to this Paragraph 15, Tenant shall be entitled to pursue an award for the loss of his leasehold advantage and for costs of removing its inventory, fixtures and equipment against the condemning or taking authority. In the event of appropriation of less than all of the Premises, if this Lease is not terminated pursuant to this Paragraph 15, the rental and other obligations of Tenant hereunder shall be abated for the remainder of the term in an amount apportioned and paid only on the uncondemned portion of the Premises. If this Lease is terminated, the rental and all other obligations of Tenant shall be prorated to the date the condemner takes title or possession, whichever occurs first, and Landlord shall refund to Tenant the rental and other payments made by Tenant for any period beyond said date.

Landlord shall notify Tenant in writing of any proposed condemnation of which Landlord has actual knowledge and include such information available to Landlord as shall enable Tenant to determine the property affected.

If the condemning authority does not take possession of the condemned property when it acquires title, Tenant may occupy the condemned portion of the Premises and use the condemned portion of the Premises that the condemning authority allows Landlord to temporarily possess for all or a portion of the period between the condemning authority acquiring title and taking possession; and, if this Lease is terminated, Tenant may also occupy the uncondemned portion of the Premises and use the uncondemned portion thereof, if any, for the same period. Tenant's occupancy shall be subject to all the terms of this Lease, but rental shall be apportioned and paid only for the uncondemned portion of the Premises and the condemned portion of the Premises as to which the condemning authority allows Landlord to collect and retain rent. Tenant shall receive the entire award for any taking of its fixtures located on the Premises occurring within the term of this Lease; however, all other compensation paid for any taking of the Premises shall be the property of the Landlord and the Tenant shall have no claim thereto, nor shall the Tenant have any claim whatsoever against the Landlord.

16. **OPTION TO RENEW LEASE:** Provided the Tenant is in good standing and is not in default under any of the terms of this Lease, (which default shall be determined at the time of the exercise of its option hereunder and as of the effective date of any renewal or extension term), Tenant shall have the option to renew this Lease for three (3) additional terms of one (1) year. The rent for the renewal period shall be determined by the Landlord at the time of renewal, but in no event shall the rent increase by more than ___ % at the time of renewal. All other terms and conditions as set forth in this Lease shall apply to the option period. Tenant must exercise the option to renew in writing on or before ninety (90) days prior to the expiration of the initial term and any subsequent term of this Lease.

If Tenant chooses not to exercise its option to renew on or before ninety (90) days prior to the expiration of the Lease, then this Lease shall terminate at the end of the initial term or any subsequent term.

17. **DEFAULT: LANDLORD'S REMEDIES:**

(a) The occurrence of any of the following shall constitute a default by Tenant:

(1) Failure to pay rent or any monetary sum due by Tenant hereunder which is not cured by Tenant within thirty (30) days after its due date.

(2) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given to Tenant.

(3) If the Tenant is declared bankrupt or insolvent by judicial decree.

(4) If the Tenant takes the benefit of any federal reorganization or composition proceeding.

(5) If the Tenant make a general assignment for benefit of creditors.

(6) If the Tenant's leasehold interests in this Lease is sold under any process of law.

(7) If a trustee in bankruptcy or a receiver is appointed or elected for the Tenant.

(8) If the Tenant abandons the Premises for more than thirty (30) days.

(9) If any materialmen's, mechanic's or other lien is filed against the Premises as a result of any improvements, alterations, or additions made by Tenant and Tenant does not within thirty (30) days of filing of such lien secure the discharge of the property from such liens by filing of an appropriate bond pursuant to applicable law.

(b) In the event of a default as described above, the Landlord, besides any other rights or remedies it may have, may, at Landlord's option:

(1) declare the full rental for the entire current term immediately due and payable without prejudice to any other remedies in law or in equity available to Landlord, or,

(2) have the immediate right of re-entry and take possession of the Premises immediately and to hold the Premises with the full right to recover from the Tenant all past due rents and any and all damages, including attorney's fees, as a result of the default. Landlord, on re-entry, may, at its sole option, remove all personal property to a public warehouse or elsewhere at the cost and for the account of the Tenant. Additionally, the Landlord shall be able to utilize all other rights and remedies available to Landlord under the common and statutory laws of the State of South Carolina.

Should Tenant default as set forth above, and Landlord elects to declare the full rental for the entire term immediately due and payable, then Landlord shall, as soon as possible, re-enter the Premises and make the usual and normal efforts to re-let the Premises on such terms and

conditions as are comparable to those contained herein. Tenant shall be liable for any deficiency between the amount of rental received on re-letting, if any, and the amount which the Tenant is obligated to pay under this Lease Agreement and for any other damages, including attorney's fees, suffered by Landlord.

In addition to Landlord's right to re-enter and re-let the Premises, Landlord may elect, upon a default, to terminate this Lease Agreement immediately. In such event, this Lease shall be regarded as cancelled as of the date the Landlord serves the Tenant with notice of Landlord's election to terminate. Tenant shall remain liable to Landlord for all rentals, charges and payments accrued to the date of such termination.

The Landlord's right to terminate this Lease is in addition to, and not in lieu of, any other rights or causes of action that Landlord may have against the Tenant because of a default by the Tenant. If Landlord does not elect to terminate the Lease as above provided, then Landlord shall utilize and pursue such other rights as it may have against the Tenant under the other terms of this Lease, the laws of the United States, or the city, county and state in which the Premises are located.

18. **LATE CHARGES:** Lease payments are due by the first (1st) day of each month. Payments not received by the tenth (10th) day of the month shall accrue late charges of four (4%) percent of the monthly lease amount owed at that time.

19. **WRITTEN CONSENT:** Whenever the "prior written consent" or "prior written approval" of either Landlord or Tenant is referred to in this Lease, it is understood and agreed that such consent shall not be unreasonably withheld or delayed by Landlord or Tenant, and if withheld, the reason therefor shall be stated in writing. If the party whose consent or approval is required does not deny such consent or approval in a written notice stating the reason for such denial within thirty (30) days from the date of the request for such consent or approval, such consent or approval shall be deemed to have been given.

20. **ESTOPPEL CERTIFICATE:**

(a) Landlord and Tenant shall, at any time upon not less than fifteen (15) days prior written notice from the other, execute and deliver to the other a statement in writing identifying the signatory as the current Landlord or Tenant under this Lease and certifying as to any or all of the following matters: (i) the documents which then comprise this Lease; (ii) that this Lease is in full force and effect if such is the case, or otherwise, if not; (iii) that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party or any acts which, but for the passage of time or the giving of notice or both, would constitute such a default (or specifying such default or acts, if any are claimed); (iv) the expiration date of the Lease term and the number and duration of any unexercised options to extend or renew the Lease term; (v) the then current annual amount of rent and all other periodic charges paid by Tenant and the dates through which each has been paid; (vi) in the case of Tenant, that it has no defense against the enforcement by Landlord of the terms of this Lease, (or specifying the nature of each defense); (vii) the resolution of any matter left to future determination by the terms of this Lease; (viii) any other matter relating to this Lease or the Premises that the requesting party may reasonably require; and (ix) that the certifying party is not subject to any bankruptcy proceeding.

(b) The statement shall be addressed only to parties who have acquired or are about to acquire an interest in all or any part of the Premises (including any lender acquiring a security interest or mortgage lien to the Premises) from the party requesting the statement, or to a party issuing title insurance in connection with said acquisition. Only parties of the type described in the preceding sentence to whom the statement is addressed may rely conclusively upon the statements contained therein, notwithstanding that the statement may be addressed to or delivered to other parties or that the statement may contain terms or provisions to the contrary.

21. **WAIVER OF PROPERTY DAMAGE CLAIM:** Landlord and Tenant hereby release each other from all liability for damage to the real and personal property of the releasing party located on the Premises that is caused by risks insured against under fire and extended coverage insurance available at the time the loss occurs or actually in force under which the releasing party is insured. If a waiver of subrogation cannot be obtained by the releasing party from its insurer except by the payment of an additional premium or penalty, the releasing party shall notify the other party and the other party shall have the option of paying the increase in premium or penalty or losing the benefit of the release.

22. **IDENTITY OF INTEREST:** The execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Landlord and Tenant the relationship of principal or agent or of partnership or of joint venture and the relationship between them shall be that only of Landlord and Tenant. No estate shall pass out of Landlord and Tenant has only the right to the use and enjoyment of the Premises which is not subject to levy and sale.

23. **CONDITION OF PREMISES:** The Tenant agrees to keep the Premises clean and maintained at all times at its sole expense. Trash and debris removal shall be the responsibility and expense of the Tenant.

24. **ENTRY FOR POSTING, REPAIRS, ETC.:** Tenant agrees that the Landlord may post the Premises "for sale", "for rent", or "for lease" ninety (90) days prior to the end of the Lease Term in the event Tenant fails to exercise his option to renew pursuant to Paragraph 16. Landlord may enter the Premises at reasonable hours upon twenty-four (24) hours notice to Tenant to show same to prospective purchasers or tenants and to make any repairs Landlord may elect to make.

25. **WAIVER OF RIGHTS:** The Tenant acknowledges that no waiver by the Landlord of any condition of this Lease, whether implied or in writing, shall constitute any further waiver by the Landlord of any other condition of the Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

26. **TIME:** Time is of the essence in connection with any specific times for performance or notice set forth in this Lease Agreement.

27. **HOLDOVER TENANT:** If the Tenant holds over and continues in possession of the Premises at the conclusion of the Lease Term, or any extension of the term, without any written agreement as to such possession, Landlord shall agree to such possession by acceptance of additional monthly payments and Tenant shall be considered a Tenant from month to month at a

rental in the same amount of rent of the preceding term and shall be subject to all other terms and conditions of this Lease. Such tenancy may be terminated by either party upon the giving of thirty (30) days notice in writing to the other party.

28. **SAVING CLAUSE:** In the event any provision of this Lease is declared or determined to be invalid under the laws governing this Lease, the remaining terms and conditions shall remain in full force and effect and shall be binding upon the parties hereto.

29. **ENTIRE AGREEMENT:** This Lease Agreement, including the documents and instruments delivered pursuant hereto or referred to herein constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written related to the subject matter hereof. Any amendment or change in this Lease Agreement shall not be valid unless made in writing and signed by the Landlord and Tenant.

30. **GOVERNING LAW:** This Lease has been negotiated in and executed within the State of South Carolina and shall be construed according to the laws of South Carolina.

31. **BINDING ON SUCCESSORS:** The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns and legal representatives of the parties hereto.

32. **SHORT FORM OF LEASE:** Landlord and Tenant may execute a memorandum or short form of this Lease in recordable form and on such terms as are acceptable to Landlord and Tenant. Upon termination of this Lease, Landlord may require Tenant to execute, in recordable form, a cancellation of this Lease and the memorandum or short form thereof.

33. **NOTICES:**

(a) All notices, requests, demands, approvals, consents and other communications authorized or required hereunder ("Notices") shall be in writing. Unless otherwise provided for in the Lease, to be valid in the absence of written acknowledgment of receipt by the recipient, notice must be given by (i) registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's notice address; (ii) overnight courier or express mail service, telegram or mailgram, where the carrier provides or retains evidence of the date of delivery, sent to the recipient's notice address; or, (iii) personal service upon the recipient, if an individual, upon a general partner, if the recipient is a partnership, or upon an officer, if the recipient is a corporation.

(b) The notice addresses of the parties are as follows:

LANDLORD: City of Simpsonville
Attn: City Administrator
425 E. Curtis Street
Simpsonville, SC 29681

TENANT: Crown & Bloom
Attn: Corey V. Simpson
1013 Louvale Ct
Simpsonville, SC 29681

Either party may change the person or place in its notice address by notice given pursuant to this Paragraph. A post office box shall not be the only notice address for a party.

(c) Notice shall be deemed given when delivered to the notice address or personally served, except that (i) notice which must be given by a certain time to be valid, shall be deemed given when posted or when delivered to an overnight courier or express mail service, and (ii) notice which starts the running of a time period when it is given and which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address, or the next business day when redelivered to the notice address if not left at the notice address. Refusal to accept delivery or absence of anyone at a notice address to accept delivery shall not prevent notice from being given. A non-business day is Saturday, Sunday or legal holidays generally observed in the city where notice is delivered.

34. **EXAMINATION OF PREMISES:** Tenant acknowledges that it has examined, and is familiar with, the condition of the Premises and by signing this Lease Agreement accepts the Premises "AS IS" in its present condition and repair unless otherwise agreed upon in this paragraph and in the Lease Agreement.

35. **REAL ESTATE COMMISSION:** Both parties agree that no real estate agent is involved in this Lease Agreement and neither party is responsible for any payment of a commission.

36. **PARTIES:** Words "Landlord" and "Tenant" as used herein shall include the respective contracting party, whether singular or plural and whether masculine or feminine, or a partnership or joint venture, corporation or other entity, as well as the personal representatives, permitted assigns and successors and heirs of such parties.

37. **PHOTOCOPIES:** Following execution by the parties, this document may be photocopied and each photocopy shall have the same force and effect as any original of this document. This document may not be denied legal effect, validity or enforceability solely because the party presenting it is presenting it in the form of a photocopy.

38. **RULE OF CONSTRUCTION:** This Lease is the product of negotiation by the parties. The parties intend that this Lease not be construed more strictly with regard to one party than with regard to the other.

39. **SURRENDER OF PREMISES:** Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in the same conditions at the commencement of the term, reasonable wear and tear only excepted, and Tenant shall remove all of its personal property from the Premises. Tenant shall be liable for any damages to the Premises, except for reasonable wear and tear, or damage caused by Landlord or Landlord's contractors,

licensees, invitees, agents, servants or employees. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

40. **FORCE MAJEURE:** Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause which is beyond the reasonable control of the affected party including, but not limited to, acts of God, storms, floods, fire, unusual weather conditions, strikes, boycotts or other labor disputes, lockouts, labor shortages, lack of or inability to obtain materials, fuel, supplies, or other equipment; subcontractor delays or delays in the transportation and delivery of materials or equipment, riots, thefts, accidents, major equipment breakdown, acts or failures to act by the other party; and acts or failures to act by any Government, provided, however, that any obligation to make payment hereunder shall not be extended for any reason. Upon the occurrence of a situation as described above, the time for performance by either party of its obligations hereunder shall be extended by a period of time equal to the time lost because of such situation.

41. **AUTHORITY TO BIND PARTIES**: The Parties hereto warrant that they have all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of Landlord and Tenant and are enforceable against Landlord and Tenant in accordance with its terms.

42. **GUARANTY**: The Members of Tenant, a Liability Company, shall be required to sign a personal guaranty, to obligate themselves personally to perform the obligations contained herein. The Guaranty, the terms of which are incorporated herein as if set forth fully, is attached hereto as Exhibit "C."

EXECUTED as of the date and year first written above.

LANDLORD: CITY OF SIMPSONVILLE

_____

By: _____
Dianna Gracely
Its: City Administrator

TENANT: CROWN AND BLOOM COFFEE CO., LLC

_____

By: _____
Corey V. Simpson
Its: Member

_____

EXHIBIT LIST

1. Exhibit "A" – Site Plan showing Premises
2. Exhibit "B" – RFP
3. Exhibit "C" – Personal Guaranty

EXHIBIT "C"

Personal Guaranty
To Lease Agreement for 102 Academy St., Simpsonville, SC 29681

I, _____, Guarantor, do hereby bind myself, my heirs and assigns forever, to personally guarantee to the Landlord, this _____ day of _____, 2025, the payment of any obligation of the Tenant, its successors and assigns, and I hereby agree to bind myself to pay the Landlord on demand any sum which may become due to the Landlord under this Lease Agreement by the Tenant whenever the Tenant shall fail to pay the same. It is understood that this guaranty shall be a continuing, unconditional, and irrevocable guarantee, and indemnity for such indebtedness of the Tenant, its successors and assigns.

_____ _____
_____, Guarantor
_____ Address:
Phone No:

_____ _____
_____, Guarantor
_____ Address:
Phone No:

Sworn to before me this _____ day of
_____, 20___.

_____
Notary Public for South Carolina

My Commission Expires: _____

Resolution R 2025-01

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO MEET WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION DISTRICT ADMINISTRATOR TO REQUEST A PEDESTRIAN CROSSWALK AT POINSETTIA DRIVE AND PARK DRIVE

WHEREAS, the City of Simpsonville desires to provide safe pedestrian access to all citizens throughout the City; AND

WHEREAS, many roadways in Simpsonville are under the jurisdiction of the South Carolina Department of Transportation; AND

WHEREAS, there are multiple park amenities and public services in the Simpsonville Municipal Complex, creating, in many cases, more pedestrian movements from each side of East Curtis Street; AND

WHEREAS, the City would need approval by the South Carolina Department of Transportation in order to install any type of pedestrian crossing or signal; AND

WHEREAS, the City believes that the demand for a pedestrian crossing will only increase as Municipal and Magistrate Courts have jury trials and added court dates, requiring the use of overflow parking on the south side of East Curtis Street; AND

WHEREAS, City Council wishes to prioritize safety improvements in the Central Business District;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Simpsonville, in a duly assembled Council meeting, that the City Administrator is instructed and authorized to coordinate pedestrian improvements along East Curtis Street with the South Carolina Department of Transportation, preferably in the vicinity of Poinsettia Drive at Park Drive;

BE IT FURTHER RESOLVED that the City Administrator is instructed to hold a meeting with the South Carolina Department of Transportation at the earliest possible date following the approval of this Resolution.

RESOLVED AND ADOPTED this 11th day of February, 2025.

_____

Mayor Paul Shewmaker, City of Simpsonville

ATTESTED:

_____

Ashley Clark, City Clerk