

AGENDA
OF THE SIMPSONVILLE CITY
BUSINESS MEETING
April 08, 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-** March 11, 2025
5. **CITIZEN COMMENTS**
6. **BUSINESS**
 - A. **Memorandum of Understanding for redevelopment of City owned property**.....Dianna Gracely, City Administrator
 - B. **2nd Reading of Ordinance O-2025-02, Amend O-2018-07**.....Tim Pinkerton, Ward 5
 - C. **2nd Reading of Ordinance O-2025-03, Sale of City Owned Property**
..... Dianna Gracely, City Administrator
 - D. **1st Reading of Z-2025-01, Proposed rezoning of properties at 101, 103, & 16333 E. College Street**.....Charlene Carter, City Planner
 - E. **1st Reading of Revise Ordinance AXZ-2021-01, Property at 215-231 Stenhouse Rd**.....Charlene Carter, City Planner
 - F. **MetroConnects Intergovernmental Agreement**.....Dianna Gracely, City Administrator
 - G. **Parking Lease for Verdin Lots**.....Dianna Gracely, City Administrator
 - H. **Election Commission Appointments (2)**.....Dianna Gracely, City Administrator
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.

AN ORDINANCE TO AMEND DIVISION 2 (CITY ADMINISTRATOR) OF ARTICLE III (OFFICERS AND EMPLOYEES) OF CHAPTER 2 (ADMINISTRATION) OF THE CITY OF SIMPSONVILLE CODE OF ORDINANCES

WHEREAS, the Simpsonville City Council reviews the city ordinances at various times to make necessary improvements and/or changes; and,

WHEREAS, Ordinance 2018-07 amended Division 2 of Article III of Chapter 2 of the Simpsonville Code of Ordinances to require a positive vote of five (5) members of Council (rather than a positive vote of four (4) members of Council) to appoint a city administrator (Sect. 2-161) and suspend or remove the city administrator (Sect. 2-165). Furthermore, Ordinance 2018-07 required a positive vote of five (5) members of Council (rather than a positive vote of four (4) members of Council) to approve the City Administrator's appointment of department heads or suspension or dismissal of department heads (Sect. 2-164 (3) and (5)); and,

WHEREAS, Section 4 of Ordinance 2018-07 provided that Ordinance 2018-07 could only be amended by a positive vote of five (5) members of Council; however, Section 4 was never codified; and,

WHEREAS, regardless of the language of Section 4 above, since Council could approve Ordinance 2018-07 by a simple majority vote, it can and should be amended by a simple majority vote; and,

WHEREAS, the City has determined that Division 2 of Article III of Chapter 2 should be amended to require a positive vote of four (4) members of the Council and that such change is consistent with the Council's authority to make, amend or repeal its ordinances by a simple majority vote; and,

WHEREAS, the Council, after considering all of the facts and circumstances surrounding the proposed amendments contained herein, do hereby find that the amendments as set forth herein are in the best interests of the City of Simpsonville.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, AS FOLLOWS:

*NOTE: Language in section 1 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Ordinance that have been skipped and remain unchanged.*

SECTION 1. That Division 2 of Article III of Chapter 2 of the City of Simpsonville Code of Ordinances is hereby amended as follows:

Sec. 2-161. Election.

The council, by the positive vote of ~~five~~ four(4) members of council, shall appoint a city administrator and fix his compensation. The administrator shall be appointed solely on the basis of executive and administrative qualifications.

(Code 1995, § 2-156; Ord. No. 2018-07 , § 1, 11-13-2018)

ORDINANCE O-2025-02

Page 2 of 3

Sec. 2-164. General duties.

The city administrator shall work in conjunction with and be responsible to the mayor and council for the proper administration of the policies and affairs of the city and, to that end, shall have the power and authority and be required to:

(3) Appoint department heads with the approval of the mayor and council. Such approval must be given by the positive vote of ~~five~~ four(4) members of council.

(5) Suspend or dismiss department heads with the approval of mayor and council. Such approval must be given by the positive vote of ~~five~~ four(4) members of council.

(Code 1995, § 2-159; Ord. No. 2018-07 , § 3, 11-13-2018)

Sec. 2-165. Suspension or removal from office.

The city administrator may only be suspended or removed from office by the positive vote of ~~five~~ four(4) members of council. Those members voting for the suspension or removal shall state their reasons for such vote. The action of the council in suspending or removing the city administrator shall be final. If the city administrator is removed from office for reasons other than criminal conduct or moral turpitude, the city administrator shall receive at least 30 days' notice of his removal, or at least 30 days' severance pay when such removal is effective immediately.

(Code 1995, § 2-160; Ord. No. 2018-07 , § 2, 11-13-2018)

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

Section 3: Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED this _____ day of _____, 2025.

SIGNATURE OF MAYOR:

Paul Shewmaker

ORDINANCE O-2025-02

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ATTEST:

APPROVED AS TO FORM:

Ashley Clark
City Clerk

Daniel Hughes
City Attorney

FIRST READING: March 11, 2025
SECOND READING: April 8, 2025

SIMPSONVILLE ORDINANCE O-2025-03

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF
ANY AND ALL INTEREST IN CERTAIN REAL PROPERTY IN THE CITY OF
SIMPSONVILLE**

WHEREAS, the City of Simpsonville is the owner of certain real property located at 118 N. Main Street, Simpsonville, South Carolina 29681 containing +/- 1.42 acres of land identified by Greenville County TMS No. 0315000200400 (hereinafter the "Property") within the city limits of Simpsonville, County of Greenville; and,

WHEREAS, Blue Ridge Land Holdings, LLC ("BRLH") intends to purchase and the City of Simpsonville desires to convey the Property pursuant to the terms of the Contract attached hereto as **Exhibit "A"**, the terms of which are incorporated herein as if set forth fully; and,

WHEREAS, the Purchaser intends to redevelop the Property into an innovative mixed used development, which would create capital investment, employment opportunities, increase the City's tax base, and potentially serve as a catalyst for further development within the City; and,

WHEREAS, pursuant to S.C. Code § 5-7-40, a municipality may convey or dispose of property it owns by Ordinance; and,

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Simpsonville to convey the Property pursuant to the terms of the Contract attached hereto as **Exhibit "A"**.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Simpsonville, that the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver a deed and all other necessary closing documents to

convey any and all interest the City may have in the Property pursuant to the terms of the Contract attached hereto as **Exhibit “A”**.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to the conveyance contemplated by this Ordinance.

SIGNATURE OF MAYOR:

Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

Ashley Clark
City Clerk

Daniel Hughes
City Attorney

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

ORDINANCE NO. Z-2025-01

**AN ORDINANCE TO AMEND THE ZONING MAP
OF THE CITY OF SIMPSONVILLE, SOUTH
CAROLINA OF LAND AT 101, 103, & 16333 E.
COLLEGE STREET., TAX MAP# 0315.00-01-010.00,
0315.00-01-009.00, & 0315.00-01-08.00 OWNED BY
DENNIS & TANDRA JONES**

WHEREAS, the South Carolina Code of Laws of 1976, as amended, Chapter 23 Title 5 provides for the process for municipalities to rezone property; and

WHEREAS, the City of Simpsonville has enacted a Zoning Ordinance which governs amendments to the Official Zoning Map; and

WHEREAS, the hereinafter described property was advertised on February 17, 2025, and the City of Simpsonville Planning Commission held a public hearing on March 4, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE THAT:

1. **ZONING CLASSIFICATION:** The Official Zoning Map of the City of Simpsonville is hereby amended to assign Tax Map # 0315.00-01-010.00 depicted in the deed contained in Book 2502 on Page 2130, 0315.00-01-009.00 depicted in the deed contained in Book 2672 on Page 3132, & 0315.00-01-008.00 depicted in the deed contained in Book 2672 on Page 3132 of the official records of Greenville County Register of Deeds and as depicted in Exhibit "A", attached hereto, the zoning classification of B-U, Business Urban District.

2. **PROVISION SEVERAGE:** It is hereby declared to be the intention of the governing authority of this municipality that the sections, subsections, paragraphs, sentences, clauses and phrases are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such invalidity or unconstitutionality shall not effect any of the remaining portions of this Ordinance so held to be invalid.

3. **ORDINANCE SUPERSEDES PREVIOUS INCONSISTENT LEGISLATION:** All Ordinances or parts of Ordinances inconsistent herewith, which may have heretofore been passed by the Simpsonville City Council, are hereby repealed.

(SIGNATURE PAGE FOLLOWS)

ORDINANCE NO.: Z-2025-01

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This Ordinance shall be effective upon second and final reading by the City Council.

SIGNATURE OF MAYOR:

Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

Ashley Clark
City Clerk

Daniel Hughes
City Attorney

First Reading: April 8, 2025
Second Reading: May 13, 2025

ORDINANCE NO. AXZ-2021-01

AN ORDINANCE TO ADOPT A PETITION FOR ANNEXATION OF TAX MAP # 0574.05-01-014.05 & 0574.05-01-014.04 (215 & 219 STENHOUSE RD), 0574.05-01-014.07 & 0574.05-01-014.03 (223 & 225 STENHOUSE RD), 0574.05-01-014.00 (229 STENHOUSE RD), & 0574.05-01-014.02 (231 STENHOUSE RD) BY Alta Real Estate, INTO THE CITY OF SIMPSONVILLE, SOUTH CAROLINA

WHEREAS, the South Carolina Code of Laws of 1976, as amended, Chapter 23 Title 5 provides for the process for municipalities to annex and rezone property; and

WHEREAS, the City of Simpsonville has enacted a Zoning Ordinance which governs amendments to the Official Zoning Map; and

WHEREAS, the hereinafter described property was advertised on January 27, 2021, and the City of Simpsonville Planning Commission held a public hearing on March 02, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, THAT:

1. **ANNEXATION:** The attached Petition for Annexation and Rezoning into the City pursuant to South Carolina Code of Laws Section 5-3-150, wherein the property owners have signed a petition requesting annexation into the City of Simpsonville requesting the annexation of land depicted in the deeds contained in Book 2465 on Page 3469, Book 2364 on Page 3122, Book 1536 Page 532, Book 1536 Page 532, Book 2414 on Page 1500, & Book 2585 on Page 4001 of the official records of the Greenville County Register of Deeds and as depicted in Exhibit "A" attached hereto, is hereby made a part of this Ordinance and approved and the property described therein is hereby declared to be annexed into the City of Simpsonville.

2. **ZONING CLASSIFICATION:** The Official Zoning Map of the City of Simpsonville is hereby amended to assign these properties as depicted in Exhibit "A", the zoning classification of R-Hi, Residential High-Density Neighborhood.

3. **FUTURE LAND USE MAP DESIGNATION:** The Future Land Use Map of the City of Simpsonville is hereby amended to assign all property depicted in Exhibit "A", the future land use map designation of "High Intensity Neighborhood".

4. **PROVISION SEVERAGE:** It is hereby declared to be the intention of the governing authority of this municipality that the sections, subsections, paragraphs, sentences, clauses and phrases are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such invalidity or unconstitutionality shall not effect any of the remaining portions of this Ordinance so held to be invalid.

5. **ORDINANCE SUPERSEDES PREVIOUS INCONSISTENT LEGISLATION:** All Ordinances or parts of Ordinances inconsistent herewith, which may have heretofore been passed by the Simpsonville City Council, are hereby repealed.

6. **DISTRICT ASSIGNMENT:** The within described property shall be assigned to City Council Ward Six (6).

7. **FLOOD RATE INSURANCE MAPS:** In accordance with the provisions of 44 CFR §64.4, in the event that the newly annexed area was previously located in a community participating in the NFIP Program, pending formal adoption of the amendment to its flood plain management regulations, the City hereby certifies that within the newly annexed area the flood plain management requirements previously applicable in the area remain in force. In the event that the newly annexed area was previously located in a community not participating in the NFIP Program, upon annexation, and pending formal adoption of the amendments to its flood plain management regulations, the City certifies that it shall enforce within the newly annexed area, existing flood insurance policies which shall remain in effect until their date of expiration may be renewed, and new policies may be issued.

This Ordinance shall be effective upon second and final reading by the City Council.

SIGNATURE OF MAYOR:

Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

Ashley Clark
City Clerk

Daniel Hughes
City Attorney

First Reading: April 8, 2025
Second Reading: May 13, 2025

**INTERGOVERNMENTAL AGREEMENT
(SEWER SERVICE FOR KEMET UPGRADE)**

THIS INTERGOVERNMENTAL AGREEMENT (the “*Agreement*”) is made and entered into as of this ____ day of _____, 2025 (the “*Effective Date*”) by and between **THE CITY OF SIMPSONVILLE, SOUTH CAROLINA**, a municipal corporation existing under the laws of the State of South Carolina (the “*City*”) and **METROPOLITAN SEWER SUBDISTRICT**, a special purpose district, organized and existing under the laws of the State of South Carolina (“*Metropolitan*”), each a “*Party*” and together the “*Parties*.”

RECITALS:

A. Metropolitan was established pursuant to Act No. 687 of 1969, as amended (the “*Enabling Act*”) and is authorized to provide sewer collection service (“*Sewer Service*”) to properties located within the boundaries of Metropolitan, as established pursuant to the Enabling Act and as subsequently adjusted pursuant to State law (the “*Metropolitan Boundaries*”).

B. The City provides Sewer Service to within the boundaries of the City and currently owns and operates a sewer collection line outside of its boundaries that serves the Kemet Electronics Corporation plant (the “*Kemet Plant*”) located at 2835 Kemet Way, Simpsonville, SC 29681 as further shown on **Exhibit A** attached hereto and incorporated herein (the “*Simpsonville Kemet Collection System*”)

C. The Simpsonville Kemet Collection System is located within the Metropolitan Boundaries and in need of rehabilitation and upgrades to accommodate the Kemet Plant expansion.

D. Pursuant to a separate agreement between Metropolitan and Kemet Electronics Corporation (the “*Kemet Development Agreement*”), Metropolitan has agreed to construct an alternative sewer collection line with increased capacity to serve the Kemet Plant as further shown on **Exhibit B** attached hereto and incorporated herein (the “*Metropolitan Kemet Collection System*”). The Metropolitan Kemet Collection System will be partially funded by an economic development grant from the SC Rural Infrastructure Authority and will connect directly into an existing Metropolitan sewer line, The Metropolitan Kemet Collection System will not interconnect with any portion of the City sewer collection system.

E. Upon completion of the Metropolitan Kemet Collection System, the City has agreed to abandon the portion of the Simpsonville Kemet Collection System going under I-385 and transfer the remaining Simpsonville Kemet Collection System and sewer service rights to Metropolitan.

NOW, THEREFORE, and in consideration of the premises set forth in the recitals above, and the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Metropolitan agree as follows:

1. **Recitals.** The above recitals are hereby acknowledged by the parties and are specifically incorporated into this Agreement.

2. **Construction and Implementation of the Metropolitan Kemet Collection System.** Metropolitan agrees to construct the Metropolitan Kemet Collection System pursuant to the terms and conditions set forth in the Kemet Development Agreement. Upon completion of the Metropolitan Kemet Collection System, the City will abandon the portion of the Simpsonville Kemet Collection System going under I-385 and convey the remaining Simpsonville Kemet Collection System and all easements related thereto to Metropolitan. Prior to the completion of the Metropolitan Kemet Collection System, the City shall own and operate the Simpsonville Kemet Collection System in the ordinary and regular course, and in substantially the same manner as heretofore conducted, and the City shall not engage in any transaction or activity or enter into any agreement or make any commitment with respect to the Simpsonville Kemet Collection System that is inconsistent with or that would prevent or delay Metropolitan's operation of the Metropolitan Kemet Collection System in accordance with the provisions of this Agreement. After the Effective Date of this Agreement, the City shall direct all future development requests and permits related to the Simpsonville Kemet Collection System and the Metropolitan Kemet Collection System to Metropolitan.

3. **Service to the Kemet Plant and Surrounding Property.** Metropolitan and the City hereby acknowledge and agree that upon the completion of the Metropolitan Kemet Collection System, all rights to provide Sewer Service to the Kemet Plant and any surrounding properties that would convey through or directly connect to the Metropolitan Kemet Collection System shall be transferred to Metropolitan. All new and future connections and development connected or conveying through the Metropolitan Kemet Collection System shall be Sewer Service customers of Metropolitan. To the extent that privately-constructed sewer infrastructure is required in connection with the development of any adjacent property, such sewer infrastructure shall be constructed in accordance with the policies and procedures of Metropolitan and will be dedicated to Metropolitan in accordance therewith. The City hereby acknowledges and agrees that the Metropolitan Kemet Collection System and transferred portion of Simpsonville Kemet Collection System will be owned, operated and maintained by Metropolitan and Metropolitan shall thereafter provide Sewer Service to all property owners that convey through or connect to the Metropolitan Kemet Collection System in accordance with the enabling legislation of Metropolitan and other applicable laws of the State. For purposes of clarification, the terms and conditions of this paragraph are not intended to amend the Annexation Policy Agreement between Metropolitan and the City dated _____, 2023.

4. **Existing City Services and Liabilities.** The City expressly acknowledges and agrees that Metropolitan shall not assume any responsibility for any functions or services provided of the City except Sewer Service to the Kemet Plant through the Metropolitan Kemet Collection System. Further, Metropolitan shall not be responsible for any latent or existing liabilities, or contractual obligations or agreements or other debts of the City relating to any of the functions or services heretofore or hereafter provided by the City (including those related to Sewer Service

through the Simpsonville Kemet Collection System) unless and except as expressly set forth in this Agreement, agreed to in writing by Metropolitan. The provisions of this Section shall specifically include the portion of the Simpsonville Kemet Collection System under I-385 that is being abandoned as contemplated by this Agreement.

5. **Further Assurances; Agreement to Act in Good Faith.** Metropolitan and the City agree that from time to time hereafter each shall in good faith perform such additional and further acts and shall execute and deliver such additional and further documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

6. **Authorization.** Metropolitan and the City hereby represent and warrant that all appropriate action has been taken by their respective governing bodies to authorize the execution of and the performance of the obligations set forth in this Agreement and that the persons executing this Agreement on behalf of each Party has been duly authorized to do so.

7. **Third-Party Beneficiaries.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties and their respective successors and assigns. There are no third-party beneficiaries of this Agreement.

8. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties. All prior representations and discussions have been merged into this document and no provision shall survive the execution of the Agreement unless it is contained herein. This Agreement may not be amended except in a writing with a document signed by both Parties and with a formality of execution the same as this Agreement.

9. **Severability.** In the event any provision of this Agreement, or the actions taken to adopt this Agreement, are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10. **Counterparts.** This Agreement may be signed in counterparts by any one or more of the Parties or signatories hereto, and each such counterpart shall be deemed an original and part of a single instrument for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Metropolitan Sewer Subdistrict has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**METROPOLITAN SEWER
SUBDISTRICT d/b/a
METROCONNECTS**

By: _____
Chairman, Board of Commissioners

ATTEST:

Secretary, Board of Commissioners

IN WITNESS WHEREOF, the City of Simpsonville has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**CITY OF SIMPSONVILLE, SOUTH
CAROLINA**

By: _____
City Manager

ATTEST:

By: _____
Clerk to City Council

City of Simpsonville Land Lease and Use Agreement (Public Parking)

This amended agreement executed by and between the City of Simpsonville (hereinafter referred to as “City”) and D. Byron Verdin, Jr., as Trustee of Trust U/A of D. Byron Verdin, Jr. Dated November 6, 2019, and Eloise W. Verdin, as Trustee of Trust U/A of Eloise W. Verdin Dated November 6, 2019 (hereinafter collectively referred to as “Owner”), effective this 1st day of July, 2024. Original agreement dated June 1, 2020 is attached.

Whereas, the City wishes to continue to use certain premises of Owner (hereinafter referred to as “parking lot”) for the use by the public for improvement of the health, safety and welfare of the citizens of and visitors to the City;

Whereas, the Owner wishes to continue to permit the entry and use of their premises more properly identified as Greenville County Tax Map #0308000100900 (less any portion of said property encroached upon by adjoining building), Map #0308000100800 and Map #0308000100700 (hereinafter collectively referred to as “premises”), as shown in Exhibit A attached hereto and incorporated by reference.

Therefore, the parties hereto agree as follows:

1. The City shall be responsible for all costs associated with the preparation of the lots to be used for parking, and thereafter for maintenance of the parking lot during the term of this agreement.
2. The City shall lease and use the premises for a period of two (2) years from the date of this agreement primarily for use by the City as a public parking area, *provided, however*, the City is not precluded, or prohibited, from charging fees for reserved parking or event parking, and the City shall be entitled to retain all fees so collected. The public, the City, and vehicles used by the public shall at all times have access to the premises as deemed appropriate by the City during the entire term of this agreement.
3. The City Police and Fire Departments shall have access to, and permitted jurisdiction in, the premises during the term of this agreement.
4. This agreement shall be binding on the parties, their heirs, successors or assigns for the duration of this agreement.
5. Should the Owners, their heirs, successors, or assigns, elect to terminate this agreement after the initial two (2) year lease term, the Owners, their heirs, successors, or assigns shall provide not less than a six (6) month written notice of their intent to terminate setting forth, in said notice, the termination date. The City may terminate this agreement any time after the initial two (2) year term by giving the Owner sixty (60) days’ written notice of its intent to terminate.
6. The City may install signage to indicate that the property is serving as public parking. The City shall make all improvements required to make the premises suitable for parking, which improvements shall include lighting, gravel, parking stops, and any support or

buffer material required to avoid damage to any adjoining lots or structures. Four parking spaces in the premises, as selected by the Owner, shall be reserved for the use of the Owner. These spaces shall be designated "Reserved, No Parking".

7. The City shall compensate the Owner in the amount of \$1,800 per month for use of the premises and for the right of first refusal as set forth in paragraph 10 below.
8. This agreement shall automatically renew for a period of two (2) years unless either party shall have given notice of its intent to terminate as provided in paragraph 5 above. Upon renewal, all of the terms and provisions of this agreement shall continue in full force and effect, *provided, however*, unless otherwise agreed by the parties, the amount of compensation per month shall increase by four percent (4%) on the renewal date of each two (2) year term.
9. The City shall indemnify the Owner for any expenses or damages that the Owner becomes responsible for as the Owner of the premises, which expenses or damages result from the City's use of the premises. To this end, the City shall make the Owner an additional insured on its liability insurance that covers the premises.
10. Owner hereby grants to the City a right of first refusal to purchase the Premises (all three lots) on the same terms and conditions as Owner shall offer the Premises for sale and/or as set forth in a contract which Owner may enter into for the sale of the Premises. The City shall exercise its right of first refusal by written notice to Owner within fifteen (15) days of the City's receipt of Owner's notification of said intent to sell, or within fifteen (15) days of the City's receipt of a copy of Owner's contract for sale, whichever shall apply.

EXECUTED AND AGREED by the below-signed parties:

Dianna Gracely
Administrator, City of Simpsonville

Date: _____

TRUST U/A OF D. BYRON VERDIN, JR.
DATED NOVEMBER 6, 2019

By: _____
D. Byron Verdin, Jr., Trustee

Date: _____

TRUST U/A OF ELOISE W. VERDIN
DATED NOVEMBER 6, 2019

By: _____
Eloise W. Verdin, Trustee

Date: _____

EXHIBIT A

PREMISES

The premises is further identified on the attached maps entitled “Verdin Lot Lease” (Greenville County Tax Map Nos. 0308000100900 (less any portion of said property encroached upon by adjoining building), 0308000100800, and 0308000100700.

**MEMORANDUM OF UNDERSTANDING
FOR
BURDETTE DISTRICT REDEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into effective as of _____ by and between the City of Simpsonville, South Carolina ("City") and Blue Ridge Land Holdings, LLC ("BRLH"), a South Carolina limited liability company, or its assignee; the City and BRLH collectively referred to herein as the "Parties".

RECITALS

BRLH is currently under contract to purchase the land and buildings which comprised the +/- 1.4 acre site located at 118 North Main Street, Simpsonville, SC (hereinafter, the "Property") and has expressed an intent to redevelop such Property, along with adjacent and nearby parcels, in part with the City's support and for the City's benefit, as provided for herein.

The purpose of this MOU is to form the basis for the preparation of a Rezoning Application and/or Development Agreement (the "Application or Agreement"), between the Parties as hereinafter defined concerning the redevelopment and operation of the Property along with adjacent and nearby parcels into: (a) approximately 117 studio, 1 bedroom and 2 bedroom apartment units, and certain related property amenities for BRLH's tenants; (b) approximately 30,000 square feet of retail, restaurant or office (inclusive of the Secured Federal Credit Union site); and (c) surface parking and structured parking, collectively the "Project" or "Burdette District Redevelopment", as illustrated in Exhibit A. The location and size of the surface parking and parking structure will be determined during the MOU process and finalized in the Application or Agreement. In addition to the Parties' interests expressed hereinabove, the Parties agree to negotiate in good faith for the City's interest to purchase a portion of the Project for the construction of a parking structure and for BRLH to secure all necessary approvals from City, State, and Federal laws, rules, regulations, and site plan approvals. It is expressly understood by all Parties that except as expressly set forth herein, the terms and conditions herein shall not create a binding agreement on the part of BRLH and the City until such time as a mutually acceptable and definitive Application or Agreement is executed by both Parties.

The Burdette District Redevelopment will function as an economic, social and recreational catalyst for residents of the City in general and the neighborhood surrounding the Property in particular. Among other interests, the City desires that the Burdette District Redevelopment be developed according to these principles:

- Maximize public benefit and minimize public investment
- Contribute to vitality, culture and economy of City
- Respect the Simpsonville Comprehensive Plan: 2040 as it relates to Land Use
- Provide Business-Urban District housing

This MOU shall only establish the intent of each of the Parties to (a) proceed with the redevelopment of the Burdette District Redevelopment and (b) negotiate diligently, reasonably, and in good faith a definitive written agreement between BRLH and the City regarding development of the Burdette District Redevelopment, in the form of an Application or Agreement or other agreements, including the business terms and conditions contained herein, or as otherwise agreed to by the Parties. This MOU is intended to reflect the current understanding of the Parties, and the Parties agree that time is of the essence. The Parties acknowledge and agree that the Burdette District Redevelopment terms described in this MOU are preliminary statements of intent of the Parties and are subject to any and all necessary City approval procedures, and definitive documents setting forth the complete agreement and understanding of the Parties in form and content satisfactory to the City and BRLH.

Now therefore the Parties hereby agree as follows:

1. The Parties will work together in a cooperative and collaborative manner to conduct all necessary property, community, financial, and regulatory due diligence to ensure that the Burdette District Redevelopment is viable and will be successful and meet each Party's needs and desired outcomes.
2. BRLH, in collaboration with the City, will conduct the following pre-construction tasks and activities in order to advance BRLH's Interest and the City's Interest in the Burdette District Redevelopment:

Preconstruction Tasks & Activities
Phase I & II Environmental Assessments / BFA
Phase 1 ESA / Environmental risk management plan
Additional testing as needed
Review environmental plans and specifications; prepare remediation plan
Conceptual Designs
Master plan, context maps, demolition plans, building scanning
Cost estimating
Structural inspections, design
Traffic and parking study
Sitework, infrastructure, utility design, and floodplain analysis and plans
Public presentation and planning boards (in consultation with City)
Financial, Marketing & Leasing Packages
Residential market studies
Assumptions, detailed budgets, cash flows, draw schedules

Textile tax credit and senior lender financing packages
Public Finance & Infrastructure
Survey, site, civil cost opinions
Legal / Ownership
Insurance
Application of rezoning to Innovation District, title (in consultation with City)
Community Planning
Community, stakeholder, visioning meetings (in consultation with City)
Master Development / Acquisition
Development / Project Management Plan

3. The targeted Burdette District Redevelopment timeline shall be as follows:

*August 20, 2021 – BRLH entered into Purchase and Sale Agreement effective August 20, 2021 with the understanding BRLH could initiate many of the above preconstruction activities could be underway while the City completed the new municipal complex on Curtis Street.

* April 8, 2025 - BRLH and City execute this MOU.

*July 31, 2025 – Draft Application / Development Agreement prepared by BRLH and distributed to City for review and discussion. The Application or Agreement will cover task areas such as: (a) site investigation and analysis of existing conditions, (b) building evaluation, (c) site and infrastructure planning, (d) land use programming, (e) plan for re-platting of Property boundaries, if necessary, (f) financing, including both public and private sources, and (g) a development budget that shall include detailed sources and uses.

*October 30, 2025 – BRLH and City to approve rezoning to Innovation District through an Application or Agreement.

*March 31, 2026, – Design and construction plans finalized and submitted.

*June 1, 2026 -- Building and site construction and land disturbance permits issued.

*December 31, 2027 – Construction completed and leasing commences. Residents begin to take occupancy.

4. Subject to the execution of a definitive Application or Agreement by the Parties, the City shall support the Burdette District Redevelopment by a) providing necessary financing for a proposed parking structure on the Project and lease agreement for an adequate number of replacement spaces in the parking structure for the Project, b) allow the frontage on Hedge Street to be narrowed to allow for additional parking along Hedge Street, and c) cause public improvement to be made along Main Street, College Street and Hedge Street.
5. In conjunction with 4(a), the City and BRLH agree to negotiate construction, use and operation of shared surface parking and structured parking to support current and future usage in downtown.
6. Each Party represents to the other Party that it has all necessary authority to enter into this MOU and to execute and deliver this MOU.
7. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight courier, or by fax, with evidence of delivery, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of delivery.
8. Notwithstanding anything herein to the contrary, with the exception of, this paragraph 8, this MOU is not binding. The final terms and conditions of the transaction are subject to the adoption and execution of a binding Application or Agreement between the City of Simpsonville, South Carolina and Blue Ridge Land Holdings, LLC as contemplated above. The Application or Agreement will be based on the negotiated terms and conditions between the Parties, which will determine hopefully the nature and extent of the Parties' obligations under the proposed Application or Agreement. This MOU is intended only as an expression of intent and shall not constitute a legally binding commitment. Each Party reserves the right not to execute the Application or Agreement if, in its sole discretion, it determines that the execution would not be in its best interest. Neither party shall take any action nor incur any cost in reliance upon this MOU. If either party does in fact take any action or incur a cost then it shall do so at its own expense and risk and such Party hereby waives any claim for restitution based upon a legal theory of promissory estoppel or detrimental reliance. Each Party agrees that regardless of the reason for the failure of any other party to execute the Application or Agreement, legal action cannot properly be, and will not be brought by any Party for such failure on the

basis of this letter or any oral commitments assertedly made in connection therewith.

9. This MOU can only be modified in a writing signed by both Parties.
10. This MOU may be signed in counterparts; each counterpart shall be considered an original.

The Parties have executed this Memorandum of Understanding as of the day and year first above written.

**CITY OF SIMPSONVILLE,
SOUTH CAROLINA**

By: _____
Dianna Graceley
City Administrator
425 East Curtis Street
Simpsonville, SC 29681
Phone: 864-967-9526
Email: dianna@simpsonville.com

BLUE RIDGE LAND HOLDINGS, LLC

By: _____
John T. Pazdan
Manager
PO Box 8566
Greenville, SC 29604
Email: chanticleer18@gmail.com