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:

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

_____

Dianna Gracely
Administrator, City of Simpsonville

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

Date:_____

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.

Verdin Lot Lease (TM 0308000100900)



February 17, 2025

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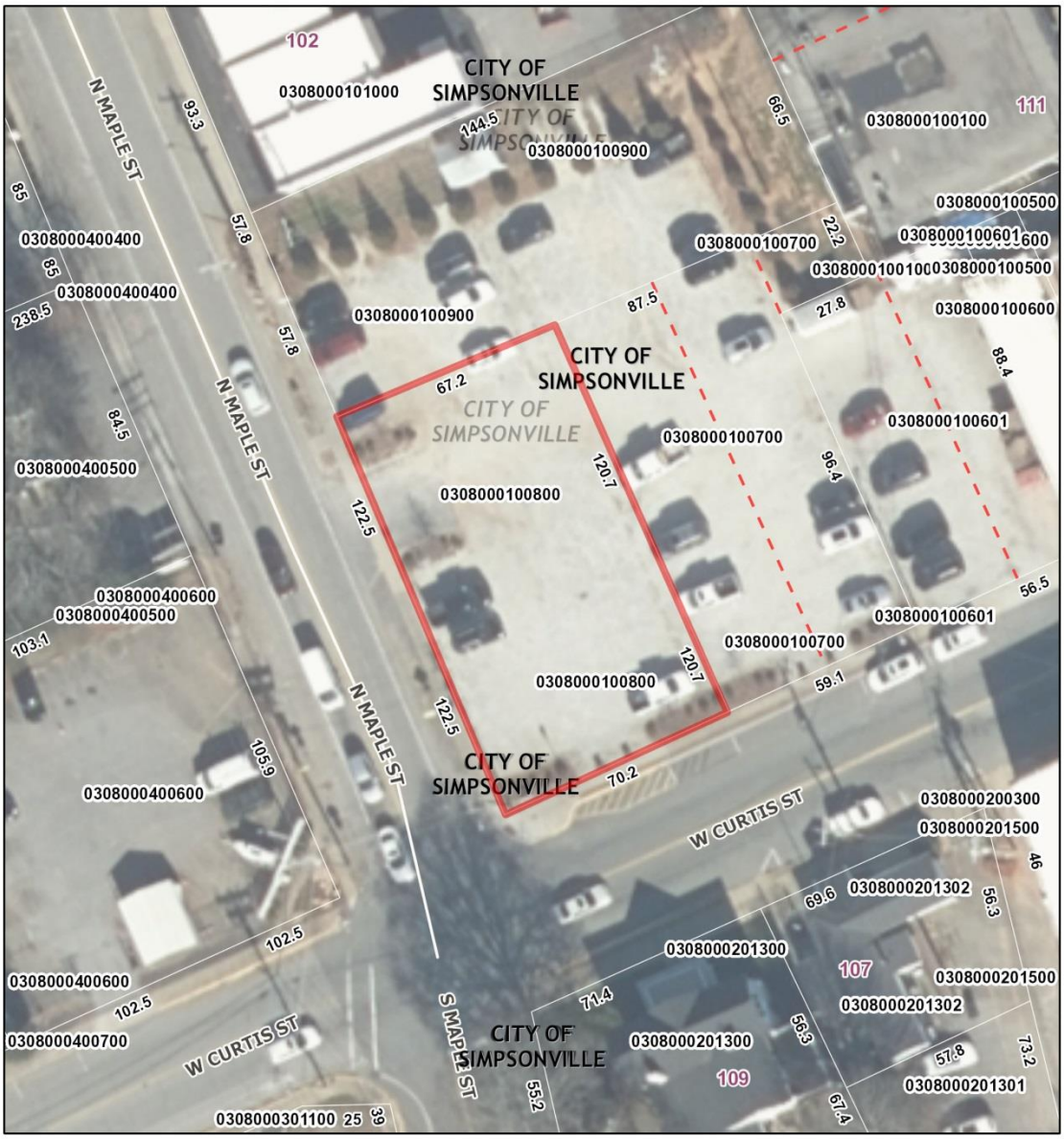
0 20 40 80 ft

0 5 10 20 m

Greenville County GIS Division, Greenville, South Carolina, Greenville County GIS Division, Greenville County, South Carolina GIS Division

Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are

Verdin Lot Lease (TM 0308000100800)



February 17, 2025

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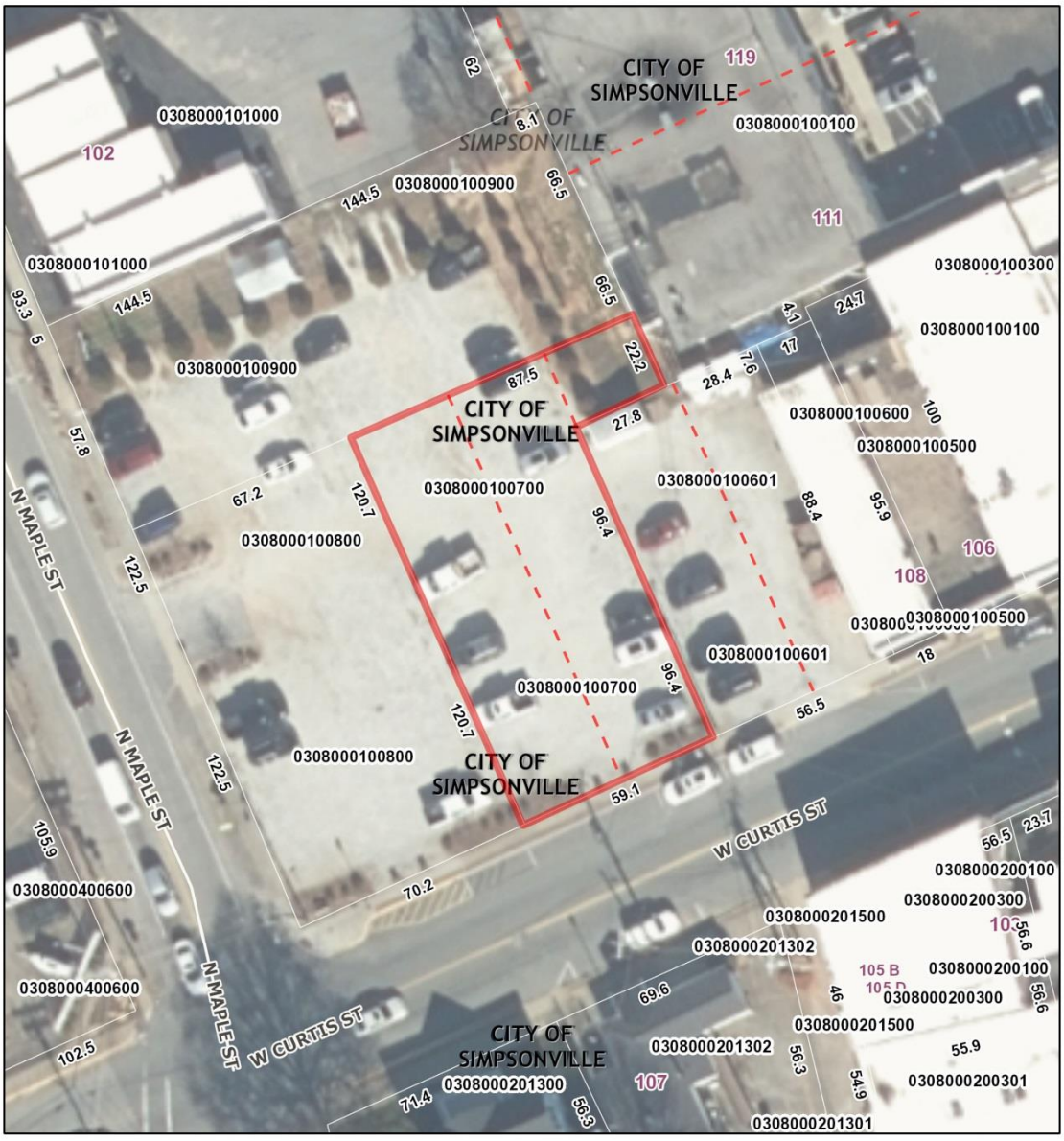
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Greenville County GIS Division, Greenville, South Carolina, Greenville County GIS Division, Greenville County, South Carolina GIS Division

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