AGENDA

OF THE SIMPSONVILLE CITY

BUSINESS MEETING

July 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-** June 10, 2025
5. **CITIZEN COMMENTS**
6. **BUSINESS**
   - A. **2nd Reading of Ordinance O-2025-05, Development Agreement for Burdette North Redevelopment**……..…Tee Coker, City Administrator
   - B. **2nd Reading of Ordinance O-2025-06, Land Lease Agreement**……...Tee Coker, City Administrator
   - C. **2nd Reading of Ordinance O-2025-07, Enactment of Ordinances**……..…Councilmember 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.

Minutes of the
Simpsonville City Council
Business Meeting
June 10, 2025
6:00 p.m.
Council Chambers – City Hall

BACK TO AGENDA

CALL TO ORDER – Mayor Shewmaker

CITY COUNCIL:

Mayor Paul Shewmaker
Ward 1 Chad O'Rear
Ward 2 Aaron Rupe
Ward 3 Shannon Williams
Ward 4 Sherry Roche
Ward 5 Tim Pinkerton
Ward 6 Lou Hutchings

MEMBERS ABSENT- None

PLEDGE OF ALLEGIANCE

JUNETEENTH PROCLAMATION- Mayor Shewmaker delivered a proclamation in honor of Juneteenth.

APPROVAL OF MINUTES –The minutes for May 13, 2025 were approved with one correction. Item C, Councilmember O'Rear voting no.

CITIZEN COMMENTS- Matthew Gooch, 116 Howard Circle; Rod Folk18 Cloverfield Dr.; John Freeman, 106 Tollgate Ct; Kenneth Whitman, 305 Tollgate Ct.

BUSINESS

A. 2nd Reading of AXZ-2025-01, Proposed Annexation of property located at 1601 W. Georgia Rd
Motion by Councilmember Hutchings with a 2nd by Councilmember Roche to approve 2nd Reading of AXZ-2025-01, Proposed Annexation of property located at 1601 W. Georgia Rd. Y-5 N-2. Motion carried. Councilmembers Pinkerton and O'Rear voting no.

B. 2nd Reading of TX-2025-01, Misc Refinements to the Zoning Ordinance
Motion by Councilmember Roche with a 2nd by Councilmember Williams to approve 2nd Reading of TX-2025-01, Misc Refinements to the Zoning Ordinance. Y-7 N-0. Motion carried.

C. 2nd Reading of Ordinance O-2025-04, FY 2025-2026 Budget
Motion by Councilmember Roche with a 2nd by Councilmember Hutchings to approve 2nd Reading of Ordinance O-2025-04, FY 2025-2026 Budget. Y-7 N-0. Motion Carried.

D. 1st Reading of Ordinance O-2025-05, Development Agreement for Burdette North Redevelopment
Motion by Councilmember Rupe with a 2nd by Councilmember Roche to approve 1st Reading of Ordinance O-2025-05, Development Agreement for Burdette North Redevelopment. Y-6 N-1. Motion carried. Councilmember O'Rear voting no.

E. 1st Reading of Ordinance O-2025-06, Land Lease Agreement
Motion by Councilmember Roche with a 2nd by Councilmember Hutchings to approve 1st Reading of Ordinance O-2025-06, Land Lease Agreement. Y-7 N-0. Motion carried.

F. 1st Reading of Ordinance O-2025-07, Enactment of Ordinances
Motion by Councilmember Pinkerton with a 2nd by Councilmember O'Rear to approve 1st Reading of Ordinance O-2025-07, Enactment of Ordinances. Y-4 N-3. Motion Carried. Councilmembers Williams, Hutchings, and Mayor Shewmaker voting no.

Presentation delivered by the Mayor to the City Administrator Dianna Gracely.

ADJOURN- 7:35pm

BACK TO AGENDA

SIMPSONVILLE ORDINANCE O-2025-05

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SIMPSONVILLE, SOUTH CAROLINA AND BLUE RIDGE LAND HOLDINGS, LLC WITH RESPECT TO CERTAIN INVESTMENTS MADE IN THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND, PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, South Carolina law authorizes municipalities to take actions not inconsistent with the Constitution and general laws of the State regarding any subject the municipality finds necessary and proper for the general welfare and convenience of the municipality, including to execute and deliver contracts related to economic development; and,

WHEREAS, Blue Ridge Land Holdings, LLC ("Developer") intends to develop a mixed-use project consisting of residential and commercial space on certain real property located in the City of Simpsonville as further described in the Development Agreement attached hereto as **Exhibit "1"** (the "Agreement"); and,

WHEREAS, the above-described development will serve the interests of the City by creating capital investment and full-time employment; providing meaningful development that will potentially serve as a catalyst for economic growth in the City; maximize public benefit and minimize public investment; and, to provide business-urban district housing and commercial space consistent and in harmony with the City's comprehensive plan and surrounding downtown area; and,

WHEREAS, the City and Developer have memorialized each party's respective commitments in the Agreement; and,

WHEREAS, based upon the foregoing as well as the Recitals and terms set forth in the Agreement, the Mayor and Council conclude that the Agreement is in the best interests of the City.

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

Section 1: The Development Agreement attached hereto as **Exhibit "1"** is hereby approved and is incorporated by reference in this Ordinance as if set forth fully in the Ordinance's body. The Mayor's execution of the final Development Agreement is conclusive evidence of final approval.

Section 2: That this Ordinance shall be effective upon second and final reading.

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

ATTEST:

_____
Ashley Clark
City Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes
City Attorney

FIRST READING: June 10, 2025
SECOND READING:

BACK TO AGENDA

DEVELOPMENT AGREEMENT FOR BURDETTE NORTH DISTRICT REDEVLOPMENT PROJECT

THIS DEVELOPMENT AGREEMENT FOR BURDETTE NORTH DISTRICT REDEVELOPMENT PROJECT (the "Agreement") is effective _____, 2025 ("Effective Date"), between **CITY OF SIMPSONVILLE**, **SOUTH CAROLINA**, a body corporate and politic (the "City") of the State of South Carolina, and **BLUE RIDGE LAND HOLDINGS, LLC,** a South Carolina limited liability company ("Developer"). City and Developer are each a "Party," and collectively, the "Parties."

RECITALS:

WHEREAS, the Parties entered into a Purchase and Sale Agreement effective as of August 20, 2021, as amended by (i) Amendment to Purchase and Sale Agreement dated April 25, 2023, (ii) Second Amendment to Purchase and Sale Agreement dated November 21, 2024, (iii) Third Amendment to Purchase and Sale Agreement dated December 31, 2024, and (iv) Fourth Amendment to Purchase and Sale Agreement dated April 22, 2025 (the "PSA") whereby the Developer will purchase certain property from the City identified on Exhibit A attached hereto and made a part hereof (the "City Property") from the City; and,

WHEREAS, Developer is the owner of that certain property adjacent to the City Property being more particularly described on Exhibit B attached hereto and made a part hereof (the "Former Bank Property", and together with the City Property, the "Developer Property"); and,

WHEREAS, the Parties intend to cooperate to redevelop parcels of land more particularly described herein in the City of Simpsonville to create a privately-owned mixed-use development as set forth below; and,

WHEREAS, the Parties intend for the Burdette North District Redevelopment (defined in Section 5A below) to (i) create capital investment and full-time employment in the City's municipal limits, (ii) maximize public benefit and minimize public investment, (iii) provide business-urban district housing, provide for additional public benefit, (iv) respect existing City fabric such as height limits, historic buildings, design aesthetics, etc., and (v) provide for establishment of integrated site plans, urban design elements, land uses, architecture, site engineering, and landscape architecture, all while respecting the Simpsonville Comprehensive Plan: 2040 as it relates to land use; and,

WHEREAS, in exchange for providing these benefits to the City, Developer desires to receive the assurance that it may proceed with the development of the Developer Property (defined below) in accordance with and subject to any and all existing City development regulations and conditions of approval of the City as they exist on the effective date of the Rezoning (defined in Section 2 below), subject to the terms, conditions, and exceptions contained herein and subject to periodic potential amendments to this Agreement made in accordance with this Agreement.

WHEREAS, Developer intends to develop the improvements set forth below on the Developer Property pursuant to a rezoning of the Developer Property to the Innovative Development District designation (*See* Section 2.11 of the City of Simpsonville Zoning Ordinance "Zoning Ordinance"), which requires, among other things, City approval of a concept plan and master site plan pursuant to the terms of Section 2.11, the terms and conditions of which are incorporated herein as if set forth fully.

NOW, THEREFORE, in consideration and mutual dependence on the factual representations

contained in this Agreement, the Recitals set forth hereinabove, each Party's expending funds to complete their respective portions of the Development, and in reliance on each Party's exchange of promises as contained in this Agreement, the Parties agree as follows:

1. **City's Approval of Agreement:** The terms and conditions of this Agreement have undergone extensive review by City Council (the "Council") and Council has determined this Agreement to be fair, just, reasonable, and in the best interests of the City. After careful review and deliberation, the Council has determined and concluded that the Agreement meets the goals and needs of the City and complies with all statutory requirements.

On _____, 2025, the Council considered and approved this Agreement by ordinance and authorized the City's execution of the same. The approval of this Agreement constitutes a legislative act of the Council.

2. Rezoning of Developer Property. In order for Developer to undertake the Project, City and Developer acknowledge the Developer Property must be rezoned from its current Business Urban zoning classification to the Innovative Development District (ID) zoning classification (the "Rezoning") as set forth under Section 2.11 of the City's zoning ordinance (the "Zoning Ordinance") in effect as of the Effective Date. The terms of Section 2.11 of the Zoning Ordinance are hereby incorporated into the terms of this Agreement. To effectuate such Rezoning, Developer agrees to submit appropriate and applicable documentation to request the Rezoning of the Property as soon as reasonably possible upon receipt of the fully effective Agreement. City agrees to use its reasonable best efforts to assist Developer in obtaining the Rezoning. This Agreement shall terminate automatically in the event the Rezoning of the Developer Property is not obtained. In the event Developer does not obtain the Rezoning of the Property, Developer shall have the right in its complete and sole discretion to either (i) terminate the PSA by delivery of written notice to City prior to the Closing Date set forth in the PSA, or (ii) waive such right and complete the acquisition of the City Property.

3. **Expansion of Developer Property.** Developer is attempting to acquire, lease or otherwise control some or all of the property currently owned by Secured Advantage Credit Union being more particularly described on Exhibit C attached hereto and made a part hereof (the "Credit Union Property"), to be utilized as part of the Project. In the event that Developer is able to accomplish the same, the portion of the Credit Union Property, Developer either acquires or leases shall become part of the Developer Property. The Parties shall thereafter amend this Agreement to include the Credit Union Property as part of the Developer Property.

4. SC Mill Tax Credits. Developer may elect to undertake appropriate actions with Greenville County in order to request and obtain a satisfactory resolution and a subsequent ordinance confirming that tax credits under the South Carolina Textiles Communities Revitalization Act, Section 12-67-140, et. seq., of the South Carolina Codes of Laws (the "Mill Tax Credits"), shall be applicable and available with respect to all or a portion of the Developer Property. City agrees to use its reasonable best efforts to assist Developer in obtaining the Mill Tax Credits.

5. Developer Commitments and Benefits.

A. Development on Developer Property. Developer shall acquire the City Property from the City subject to the terms of the PSA. Developer shall design, develop, construct, furnish, and do all other things necessary to redevelop, construct and operate on the Developer Property (i) up to one hundred twenty five (125) apartment units with related amenities for tenants of the apartments, (ii) up to 25,000 square feet of retail, restaurant or office space; and (iii) a surface parking lot with parking to accommodate the development with vehicular and pedestrian access to and from all improvements (collectively the "Project"

or "Burdette North District Redevelopment") in compliance with all requirements set forth in Section 4.5 of the Simpsonville Zoning Ordinance, the approved Concept Plan/Statement of Intent, and DO-TC 2.12, Design Overlay-Town Center District, as preliminarily illustrated in the drawing attached hereto as Exhibit D (the "Project Facilities") and as will be fully described on the Master Site Plan approved by Council as part of the Rezoning. The Project shall be constructed according to the Construction Schedule attached hereto as Exhibit E (the "Construction Schedule"), which may be adjusted based upon the Construction Commencement Date defined below. Developer shall use its reasonable best efforts to achieve substantial completion of the Project by June 30, 2028. For purposes of this Agreement, "substantial completion" means that the buildings and improvements for the Project Facilities are sufficiently complete so that it can be utilized for their intended use. Developer shall commence site demolition, grading, and construction after it acquires the City Property pursuant to the PSA and as soon as reasonably possible upon receipt of applicable permits and approvals after Developer acquires the City Property from the City ("Construction Commencement Date"). The Construction Commencement Date and the dates provided on the Construction Schedule are each a "Benchmark Date" and Developer's failure to comply with the same is enforceable against the Developer as set forth in Section 6(F) hereof.

B. Design Considerations. At a minimum, Developer shall design all improvements on the Developer Property in compliance with City's Building & Development Standards in the Zoning Ordinance, including Section 2.11 of the Zoning Ordinance, and must receive all required approvals by City's Department of Building & Development Standards prior to commencing each phase of construction. Developer shall submit the design of the buildings on the Developer Property to be approved by City Planning Staff subject to the plans approved by Council. . Developer shall design and construct the Project Facility on Developer's Property of a scale and using materials to be complementary of public improvements and to be compatible with existing downtown buildings and other downtown development.

C. Compliance with Building, Zoning, and Environmental Laws. Subject to the Rezoning necessary in order for Developer to develop the Project Facilities as described in this Agreement, including without limitation, waiver of setback lines and height restrictions for the Developer Property, Developer shall construct and develop the Project Facilities according to all applicable federal, state, and local laws, rules, orders, ordinances, regulations, and legal requirements of all governmental entities, agencies, or instrumentalities relating to the development, use, or condition of Developer Property, including, without limitation, all building code, zoning requirements, and environmental regulations then in effect at the latter of the time applicable permits are issued and a certificate of occupancy is issued. At the completion of each phase or component of the Project Facilities, Developer shall ensure the use and operation of each phase or component of the Project Facilities is according to all applicable federal, state, and local laws, as amended for the Project Facilities. Developer shall (i) ensure construction is performed in a manner that does not cause any damage to existing land, or improvements and (ii) at City's option, promptly repair any damage that may occur.

D. General Construction Requirements. The Developer is responsible for the following items during all construction phases:

a. Cleanliness to include entire worksite area (including, for example, dust control, garbage, construction debris, loose and blowing materials);

b. Damage to existing on-site utilities, including, for example, water, sewer, storm water, communication, electricity, and gas;

c. Parking for construction employees, material lay-down area, location for construction material dumpsters;

d. Coordination with existing businesses and residents regarding noise, displaced parkers, after-hours construction, concrete pours, blasting, disruption of vehicle and pedestrian access; and

E. Additional Developer Benefits. The general benefits to be received by Developer from the implementation of the Development, in addition to certain matters set forth above, include without limitation:

a. Realization of the opportunity to implement the Development plan for a mixed use development that is consistent with City's and the Developer's goals and needs;
b. Integration of site plans, urban design elements, land uses, architecture, site engineering, landscape architecture, and mitigation measures over the entire Project;
c. Security provided by certain City ordinances, standards, policies, and guidelines to achieve the Project;
d. Participation by the City to achieve the public benefits necessary for the Project; and
e. In exchange for providing the within benefits to the City, the Developer desires to receive the assurance that it may proceed with the Project in accordance with any and all existing City development regulations and conditions of approval of the City as they exist on the Effective Date, subject to the terms, conditions, and exceptions contained herein and subject to periodic potential amendments to this Agreement made in accordance with this Agreement.

6. City Commitments

A. Rezoning. The City acknowledges that a condition to Developer's obligations herein is that the Developer receive the Rezoning so that Developer can develop the Project Facilities as described in this Agreement.

B. Streetscape Improvements. City agrees to use its reasonable best efforts to complete the streetscape and other public improvements planned for the area contiguous and adjacent to the Developer Property which are set forth on Exhibit F attached hereto and made a part hereof (the "Streetscape Improvements") at its expense prior to Developer's completion of the Project.

C. Undergrounding Utilities. Prior to Developer's completion of construction of Project Facilities, City agrees to use its reasonable best efforts to either complete, or facilitate the completion with Duke Energy, of the undergrounding utilities along College Street and Main Street in front of the Developer Property at no expense to Developer.

D. Street Narrowing. City shall use it reasonable best efforts to cause the portion of Hedge Street that is contiguous to the Developer Property shown and depicted on the drawing attached hereto as Exhibit G to be narrowed to allow for additional parking on the Developer Property at no expense to Developer.

E. Permitting. To the extent permitted by law and for those items under City control, the City shall attempt to expedite the processing, approval, and permitting of drawings, plats, plans, applications, and other items for and pertaining to all phases of the Project.

F. Benchmark Dates. If Developer fails to accomplish any required task by that required task's applicable benchmark date, then, in addition to any other remedy provided under this Agreement, City may delay its performance of any obligation under this Agreement for a similar period.

7. Design and Construction Processes

A. Designated Contact. Immediately following this Agreement's execution, City and Developer shall each designate a senior-level contact to represent that Party (each a "Designated Contact"). Designated Contacts shall address, without delay, issues related to scheduling, traffic control, utility coordination, and a process for reviewing and revising plans and specifications. Each Party shall provide that Party's communications through that Party's Designated Contact.

B. Pre- and During Construction. Prior to preparing any plans or specifications, and through the construction process, the City and Developer shall confer on the needs, preferences, and expectations each Party has for its respective project and as much as possible achieve common goals as to how to achieve those goals. The process Parties outline in this subsection is in addition to and not in lieu of all approval and permitting processes applicable to all persons and entities developing projects in city limits.

8. Bonds and Insurance

A. Insurance. During construction, the Developer shall obtain and maintain, or cause to be obtained and maintained, at all times one or more policies of insurance containing the following types of coverage, deductibles, limits, and other terms acceptable to the City, in its sole discretion:

a. Builders Risk. Comprehensive builders' risk, casualty, and property insurance against any casualty on an "all risk" perils basis. This policy must include fire, extended coverage, vandalism, and malicious mischief.

b. General Liability. Commercial general liability insurance covering the defense and legal liability claims of bodily injury, death and property damage which occurs on, in or about or relating to the Developer Property regardless of the cause of the same. This policy must have not less than $3,000,000 combined single limits per occurrence/aggregate for bodily injury or property damage, provided by a Commercial General Liability policy or combination of General Liability and Umbrella Liability limits.

c. Workers Compensation. Workers Compensation and Occupational Disease insurance meeting the State's statutory requirements, including employer's liability in an amount not less than $1,000,000.

d. Motor Vehicle. Motor vehicle covering all owned, non-owned and hired automobiles of not less than $1,000,000 combined single-limits per each occurrence/aggregate for liability, bodily injury, and property damage.

e. Miscellaneous. Insurance this Agreement requires must be effected under standard form policies issued by insurers of recognized responsibility authorized to do business in South Carolina which are rated at least Class A/VIII, Best Rating Services. The policies must be non-assessable and shall contain language to the effect that (i) any loss shall be payable notwithstanding any act of negligence, (ii) the policies are primary and noncontributing with insurance on which additional insured's are listed as named insured's, and (iii) the insurer is not entitled to initiate cancellation, material limitation or non-renewal except after 30 days' written notice for cancellation due to non-payment of premium) by the insurer to the Developer and City. The policies must include waivers of all rights of subrogation against the Developer, City and their respective elected officials, officers, agents, and employees. The policy described in subparagraphs (a) , (b) , and (d) of this section must include the City and Developer, and their respective elected officials, officers, agents, employees, subcontractors, and licensees as additional insureds to the extent allowed by law. The policy described in subparagraphs (e) of this section must include the

Developer as an additional insured. Each policy must contain deductibles, retentions, or both, as City, in its sole discretion, deems appropriate.

9. Damage or Destruction Prior to Substantial Completion

If, at any time prior to substantial completion, the Project is damaged or destroyed by a fire or other casualty, the Developer shall commence, and proceed as promptly as possible, to repair and restore the Project Facilities so as to cause the same to achieve substantial completion according to approved architectural drawings as soon as practicable.

10. Cooperation

Parties shall work together to correct and conform deeds, assignments, or other conveyance instruments, to reflect as-built configurations. A Party may not unreasonably withhold consent.

11. Default / Remedies

A. Developer. Upon the default by the Developer in the due performance of or compliance with any of the terms hereof, City shall give Developer written notice of such default and thirty (30) days to cure such default; provided, however, that if the nature of Developer's obligation is such that more than thirty (30) days are required for its performance, and so long as Developer has provided written notice of the precise time frame for completion, then Developer shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion, and if Developer shall fail to proceed promptly to cure the same, City may:

   a. terminate this Agreement immediately by delivery of written notice to Developer; and,

   b. take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement; and,

B. City. Upon the default of the City in the due performance of or compliance with any of the terms hereof, the Developer shall give the City written notice of such default and 30 days to cure such default; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, and so long as City has provided written notice of the precise time frame for completion, then City shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion and if the City shall fail to proceed promptly to cure the same, the Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement.

12. Developer Property Restriction.

In the event that Developer has both (i) acquired the City Property and (ii) entered into this Agreement with the City, Developer shall record a covenant against the Developer Property, to run with the Developer Property, that the Developer Property shall not, for a period of twenty (20) years, be transferred to, owned by, or used, by any person (legal or natural) that would result in the Developer Property, or any portion (legal or geographic), having a complete exemption from *ad valorem* property taxes without the written approval of the City; provided, however, such covenant shall not preclude or prevent Developer or a subsequent owner or user of the Developer Property, or any portion thereof, from applying for and receiving the benefit of an applicable property tax classification that would reduce, lower or otherwise benefit the *ad valorem* property taxes applicable to the Developer Property or any portion thereof (such as, for example, (i) a fee in lieu of taxes agreement with the City or (ii) ownership by a 501(C)(3) non-profit entity).

13. Entire Agreement

This Agreement is the entire agreement among Parties with respect to the subject matter of this Agreement. All prior documents, negotiations, and discussions merge in this Agreement and do not survive this Agreement's execution.

14. No Oral Modification/Waiver

Parties are not entitled to modify, in any way, this Agreement except by a writing signed by or on behalf of all Parties by a duly authorized representative of the executing Party. Neither any purported amendment, of any kind, to this Agreement, nor any purported waiver of any provision of this Agreement is valid unless all Parties have consented in writing.

15. Non-Assignment

A Party shall not assign its rights or delegate its responsibilities under this Agreement to any third party without the prior, written consent of all Parties; provided, however, the Parties recognizes that Developer shall be permitted to assign its interest in this Agreement to an entity created for the purpose of acquiring, owning and developing the Developer Property in which Developer or its principals own(s) an interest. Notwithstanding the foregoing, the City is entitled to assign some or all of its rights or delegate some or all of its duties under this Agreement to a nonprofit corporation to effect a means of financing the City's project costs. City is not required to obtain any further consent from any other Party beyond this Agreement's execution for that purpose.

16. Mutual Dependency of Commitments

Each Party's commitments under this Agreement are collectively dependent, each on the other, and are subject to the condition that each Party continues to move toward completion of that Party's projects on collectively acceptable terms and conditions of all documents contemplated by this Agreement.

17. No Third-Party Beneficiary/No Joint Venture

The Parties do not intend to create any third-party beneficiary rights, nor any form of partnership, joint venture, or any other legal relationship among the Parties, except a contractual relationship as set forth in this Agreement.

18. Force Majeure

Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by a Force Majeure event. In order for its performance to be excused for the period of a Force Majeure event, a party must give written notice to the other party within 10 days after the occurrence of the Force Majeure event. A Force Majeure event is any period of delay which arises from or through: Acts of God, including, without limitation, flood, earthquake, and severe weather conditions; strikes; explosion; sabotage; riot or civil commotion; act of war; fire or other casualty; legal requirements; or any other causes beyond the reasonable control of the party claiming delay from or through such causes.

19. Limitation of City's Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, ANY CITY OBLIGATION CONTAINED IN THIS AGREEMENT, INCLUDING ANY OBLIGATION TO PAY MONEY, IS NOT A DEBT OR GENERAL OBLIGATION OF CITY, BUT RATHER IS PAYABLE SOLELY AND EXCLUSIVELY FROM ANNUALLY APPROPRIABLE REVENUES AND RECEIPTS

OF CITY'S GENERAL OPERATIONS.

20. No City Personnel Liability

Any City obligation contained in this Agreement, including any obligation to pay money, is an obligation of the City and not an obligation of any member of the City Council or any employee, other elected official, officer, or agent of the City in either an individual or an official capacity.

21. Absence of Certain Commercial Practices

Neither Developer nor any officer, member, director, employee or agent of them (nor any person acting on behalf of any of the foregoing), has given or agreed to give any gift or similar benefit, including, without limitation, any contribution, payment or expenditure, of more than normal value to any customer, supplier, City or other governmental employee or official or any other person who is or may be in a position to help or hinder the foregoing entities or assist them in connection with any actual or proposed activity described in this Agreement.

22. Governing Law; Venue

The law of the State, without regard to any conflict of law provision that would direct a court to use the laws of another jurisdiction, govern this Agreement. The Parties submit to venue and jurisdiction in the state and federal courts of the State.

23. State Law Limitations

Notwithstanding anything else in this Agreement to the contrary, the City's commitments are subject to the provisions of the South Carolina Code Annotated, as well as all local laws.

24. Developer and City Responsibility.

Developer, and its officers, directors and employees, agree to hold the City harmless from all claims, liabilities, damages, losses, including attorney's fees and expenses for bodily injury, sickness or death, and property damage or destruction which may be claimed against the City due to any acts or omissions by the Developer or its officers, employees or agents related to the administration of the Project. The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. By law, the City cannot hold harmless any contracting party. However, subject to the application of the aforementioned law and to the limits of its insurance, the City agrees that the Developer, and its officers, directors and employees shall not be liable from and against all claims, liabilities, damages, losses, including attorney's fees and expenses for bodily injury, sickness, or death, and property damage or destruction (other than to the Work itself) related to the negligent acts or omissions by the City, and the Developer's officers, employees, and agents.

25. Dispute Resolution.

(a) In the event of a dispute arising under this Agreement, the parties agree to engage in good faith discussions to resolve the matter amicably.

(b) If the dispute cannot be resolved through discussions, the parties agree to participate in non-binding mediation, with a mutually agreed-upon mediator, as a condition precedent to further legal proceedings.

(c) If mediation is unsuccessful, the parties agree to submit venue and jurisdiction in the state or federal courts located in County of Greenville, State of South Carolina.

(d) Each party shall bear its own costs of mediation, except that the costs of the mediator ~~or~~ shall be shared equally .

26. Benefit of the Parties.

This Agreement is intended to benefit the Parties hereto only, and therefore no third party shall have any rights under this Agreement, or be deemed a third-party beneficiary.

27. Notices.

Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a Party is required to or may give to another Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Any written notice or written certification or payment required by the Terms of this Agreement shall be deemed given if delivered in person or mailed certified mail, return receipt requested to the persons named below. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

If to the City:
_____
Attn: _Tee Coker_____
425 E. Curtis Street
Simpsonville, SC 29681
Email: tcoker@simpsonville.com

With a copy to:
Duggan & Hughes, LLC
Attn: Daniel R. Hughes
P.O. Box 449
Greer, SC 29652
Email: dhughes@dugganhughes.com

If to Developer:
Blue Ridge Land Holdings, LLC
Attn: John T. Pazdan
P. O. Box 8856
Greenville, SC 29604
Email: chanticleer18@gmail.com

With a copy to:
Belmont Sayre, LLC
Attn: Kenneth M. Reiter
P. O. Box 1622
Carrboro, NC 27510
Email: kreiter@belmontsayre.com

28. **Jurisdiction**. This Agreement shall be binding upon the parties hereto and governed by the laws of the State of South Carolina.

29. **Counterparts**. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the Parties; each counterpart shall be deemed an original but all counterparts shall constitute a single instrument.

30. **Agreement to Cooperate**. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

31. **Severability**. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be replaced with a revision which accomplishes the purposes outlined herein and shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement, not contingent thereon, shall remain in full force and effect.

34. **Organization and Power.** Developer represents and warrants to the City that it (i) is a limited liability company organized, validly existing, and in good standing under the laws of the State of South Carolina, (ii) has the power to engage in the transactions contemplated hereby; and (iii) has the full power, authority and legal right to execute and deliver this Agreement and other documents and to perform and observe the terms and provisions thereof. The City represents and warrants to Developer that it has the right, power and authority to execute and deliver this Agreement and to perform and observe the terms thereof. This Agreement, when executed and delivered by the parties, is a valid and binding obligation of the parties and is enforceable in accordance with its terms, subject to the conditions precedent set forth above.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

WHEREFORE by its signature, the City binds itself and successors in interest as of the effective date provided in this Agreement's preamble.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

By _____
_Paul Shewmaker, Mayor

[SEAL]

ATTEST:

_____
Ashley Clark, Municipal Clerk

Date of Execution: _____, 2025

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

WHEREFORE by its signature, Developer binds itself and its successors in interest as of the effective date provided in this Agreement's preamble.

BLUE RIDGE LAND HOLDINGS, LLC

By: _____
John T. Pazdan, Member

Date of Execution: _____, 2025

BACK TO AGREEMENT

EXHIBIT A

DESCRIPTION OF CITY PROPERTY

All that certain piece, parcel or tract of land with improvements thereon situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina, containing 1.42 acres, more or less, bound on the north by lands now or formerly of United Federal Savings & Loan Association and Wesley V. Harrison, on the east by Hedge Street, on the south by lands now or formerly of Hendricks Properties, Inc., and on the west by N. Main Street.

This being the identical property conveyed to City of Simpsonville, a municipal corporation, by deed of Duke Power Company, dated June 6, 1996, and recorded August 13, 1996, in the Greenville County ROD Office in Deed Book 1649 at Page 1669.

TMS 0315.00-02-004.00

BACK TO AGREEMENT

EXHIBIT B

DESCRIPTION OF FORMER BANK PROPERTY

Parcel 1:

All that certain piece, parcel, or lot of land, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, at the southeast corner of College and North Main Streets, and having, according to a survey made by Piedmont Engineering Service on October 2, 1951, the following metes and bounds, to-wit:

BEGINNING at the southeast intersection of College and North Main Streets, and running thence with North Main Street, S. 25-23 E., 128 feet to an iron pin; thence N. 64-24 E., 100 feet to an iron pin; thence N. 25-23 W., 129.7 feet to an iron pin on the south side of College Street; thence with the south side of College Street; thence with the south side of College Street, S. 63-36 W., 100 feet to the point of beginning.

Parcel 2:

ALL that lot of land, with improvements thereon, situate on the Southeastern side of College Street, Town of Simpsonville, Austin Township, Greenville County, State of South Carolina, shown as a portion of Lot No. 1, on Map No. 1, of A. R. Hunter Estate, made by W. J. Riddle, August, 1947, and having, according to said Map, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of College Street, said point being 100.ft. in a Northeasterly direction from the point where the Northeastern side of North Main Street· intersects with the Southeastern side of College Street, and running thence with the Southeastern side of College Street, N. 63-35 E. 132 ft, to an iron pin with the line of Lot No, 4; thence S. 26-42 E., 131.5 ft. to an iron pin; thence with the line of Lot No, 2, S-64-24 W, 134 ft. to an iron pin in the joint line of Lots 1 and 2, said point being 100 ft, in a Northeasterly direction from the joint front corner of Lots 1 and 2; thence through Lot No. 1 N. 25-23 W., 131 ft., more or less, to the beginning corner.

Parcel 3:

ALL that certain piece, parcel or lot of land, with all improvements thereon, containing 0.37 acres, more or less, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, located at the southwestern corner of the intersection of West Hedge Street and East College Street, and being shown on a plat entitled Survey for S & S Properties, a South Carolina General Partnership, prepared by Landrith Surveying, dated February 1, 1990, recorded in Plat Book 18-G at Page 11, and having, according to a survey entitled "Property of American Federal Bank, FSB", prepared by Freeland-Clinkscales & Associates, Inc., dated July 23, 1992, recorded in Plat Book 23-F at Page 35, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of College Street at the joint corner of Lots 1 and 4; thence with said College Street N 63-35-00 E 132.99 feet to an iron pin at the intersection of College Street and Hedge Street; thence with the south-stern side of Hedge Street S 20-21-39 D 131.00 feet to an iron pin at the joint corner of Lots 2 and 4; thence with the common line of said properties S 63-08-00 W 118.47 feet to an iron pin at the joint corner of Lots 1 and 4; thence with the common line of said properties N 26-43-23 W 131.20 feet to an iron pin, the point of BEGINNING.

BEING ALSO DESCRIBED AS FOLLOWS:

All that certain piece, parcel or tract of land with improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, City of Simpsonville, adjacent to North East Main Street, College Street and Hedge Street, identified as Lot 1 & 4, Map No. 1, A. R. Hunter Est., containing 1.069 Acres, 46,548 Sq. Ft., more or less, on a survey entitled SURVEY FOR BLUE RIDGE LAND HOLDINGS LLC, prepared by Site Design, Inc., dated March 22, 2021, and recorded May 7, 2021, in the Greenville County ROD Office in Plat Book 1397 at Page 56, reference to said survey being hereby made for a more complete metes and bounds description thereof.

This being the identical property conveyed to Blue Ridge Land Holdings, LLC, a South Carolina limited liability company, by Truist Bank, a North Carolina banking corporation, by (i) warranty deed dated April 28, 2021, and recorded May 7, 2021, in the Greenville County ROD Office in Deed Book 2623 at Page 2891, and (ii) quitclaim deed dated April 28, 2021, and recorded May 7, 2021, in the Greenville County ROD Office in Deed Book 2623 at Page 2899.

TMS0315.00-02-001.00

BACK TO AGREEMENT

EXHIBIT C

DESCRIPTION OF CREDIT UNION PROPERTY

Tract A:

ALL THAT PIECE, PARCEL OR LOT OF LAND IN SIMPSONVILLE TOWNSHIP, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, SHOWN ON PLAT OF PROPERTY ENTITLED D. L. BRAMLETT, JR., MADE BY C.O. RIDDLE, DATED AUGUST 1960 AND RECORDED IN THE ROD OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK OO AT PAGE 534 AND 535, AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN ON THE EASTERN SIDE OF NORTH MAIN STREET, 48.1 FEET NORTH OF THE INTERSECTION OF EAST CURTIS STREET AND RUNNING THENCE ALONG THE EASTERN SIDE OF NORTH MAIN STREET N 22-48 W, 133.3 FEET TO AN IRON PIN AT THE CORNER OF PROPERTY THIS DAY CONVEYED TO GEO. A. WEBB; THENCE ALONG SAID PROPERTY N 70-47 E, 334.8 FEET TO AN IRON PIN ON THE WESTERN SIDE OF HEDGE STREET; THENCE ALONG SAID STREETS 15-10 E, 68.7 FEET TO AN IRON PIN AT THE CORNER OF PROPERTY NOW OR FORMERLY OF ETHEL M. HILL; THENCE S 64-50 W ALONG THE HILL AND MAYFIELD PROPERTIES, 102 FEET TO AN IRON PIN; THENCE S 65-44 W, ALONG THE CANNON, HA YNES AND TODD PROPERTIES 75 FEET TO AN IRON PIN; THENCE S 23-56 E, 30 FEET TO AN IRON PIN; THENCE ALONG THE TOWN PROPERTY S 66-35 W, 30 FEET TO AN IRON PIN; THENCE S 23-56 E, 9 FEET TO AN IRON PIN; THENCE S 66-35 W, 19.5 FEET TO AN IRON PIN; THENCE S 23-56 E, 3.83 FEET TO AN IRON PIN; THENCE ALONG PROPERTY OF WOOTENCORPORATION, JONES AND BRAMLETT, S 67-12 W, 99.3 FEET TO THE POINT OF BEGINNING.

Tract B:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND IN GREENVILLE COUNTY, ST A TE OF SOUTH CAROLINA, LOCATED ON THE EASTERLY SIDE OF MAIN STREET IN THE TOWN OF SIMPSONVILLE, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE EASTERLY SIDE OF MAIN STREET IN THE TOWN OF SIMPSONVILLE AND RUNNING THENCE N 74-56 E, 172.5 FEET TO AN IRON PIN; THENCE N 75-02 E 164.6 FEET TO AN IRON PIN ON THE WESTERLY SIDE OF HEDGE STREET; THENCE WITH PROPERTY OF GRANTEE HEREIN S 70-47 W, 334.8 FEET TO AN IRON PIN ON THE EASTERLY SIDE OF MAIN STREET; THENCE WITH THE EASTERLY SIDE OF MAIN STREET N 22-48 W, 23.75 FEET TO AN IRON PIN, THE BEGINNING CORNER.

Tract C:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING SITUATE IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED ON A PLAT ENTITLED "DUKE POWER COMPANY, SIMPSONVILLE BRANCH OFFICE"

DATED DECEMBER 22, 1987 AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN FOUND ALONG THE EASTERN EDGE OF S. C. HIGHWAY 14 AND U.S. HIGHWAY 276 (N. MAIN STREET) JOINT CORNER OF A 1.42 ACRE TRACT AND RUNNING THENCE N 68-1-51 E, 339.23 FEET TO A PK NAIL IN ROAD ALONG THE WESTERN EDGE OF W. HEDGE STREET; THENCE RUNNING ALONG THE WESTERN EDGE OF W. HEDGE STREET 15-21-15 E, 38.00 FEET TO A PK NAIL IN ROAD ALONG THE WESTERN EDGE OF W. HEDGE STREET; RUNNING THENCE S 74-39-45 W, 337.10 FEET TO AN IRON PIPE FOUND ALONG THE EASTERN EDGE OF S.C. HIGHWAY 14AND U.S. HIGHWAY 276 (N. MAIN STREET), THE POINT OF BEGINNING.

This being the identical property conveyed to Secured Advantage Federal Credit Union by deed of Pontus Vault Portfolio, LLC dated August 28, 2024, and recorded September 20, 2024, in the Greenville County ROD Office in Deed Book 2731 at Page 2652, which deed corrects a prior deed between the parties recorded June 12, 2019, in Deed Book 2568 at Page 1149.

TMS 0315.00-02-006.00

EXHIBIT D

DEPICTION OF PROJECT FACILITIES

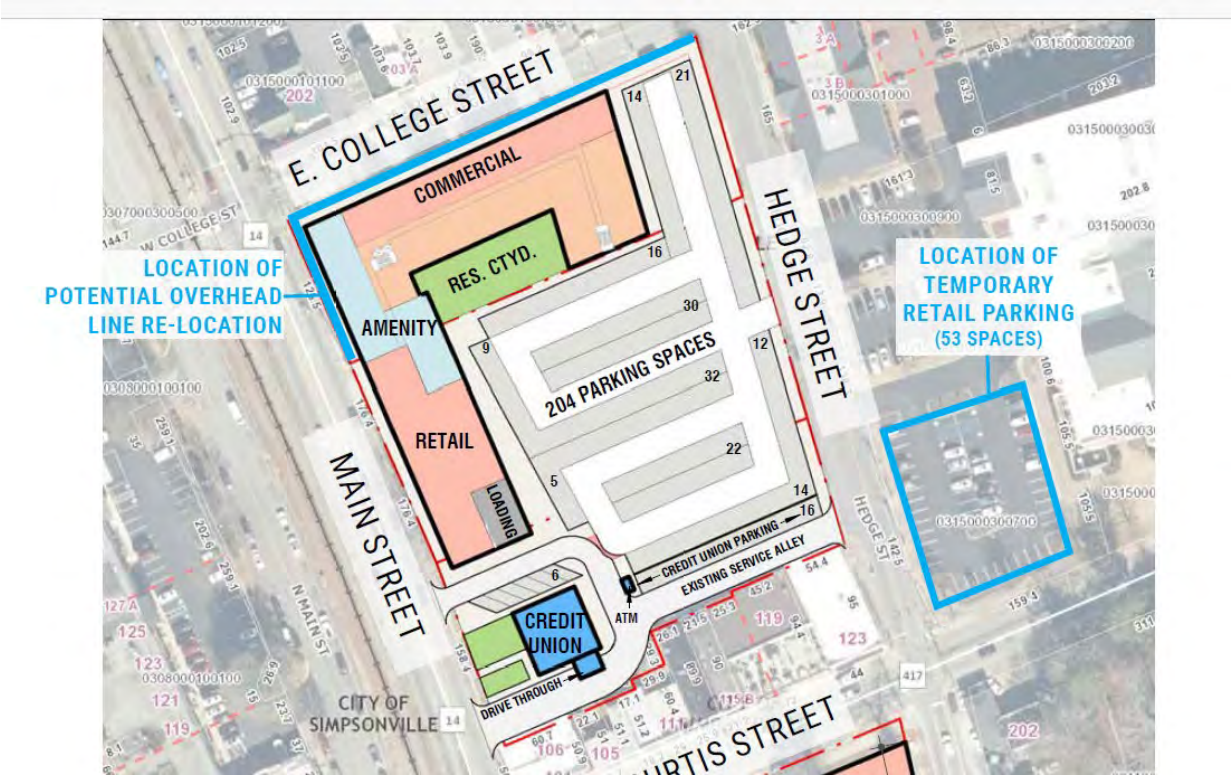


EXHIBIT E

CONSTRUCTION SCHEDULE

September 30, 2025 – Developer obtains Rezoning.

March 31, 2026 – Design and construction plans for the Project finalized and submitted to the City.

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

June 30, 2028 – Project construction completed and leasing commences. Residents and businesses begin to take occupancy.

EXHIBIT F

STREETSCAPE IMPROVEMENTS

BACK TO AGREEMENT

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 591	2023113	591C	SC14/417 S-253 CITY RD.	10

SEE SHEET D5 FOR DRAINAGE THIS SHEET.

MATCHLINE STA. 14+25 W. COLLEGE ST.
SEE SHEET 14

SC GRID

CURVE #1 N. MAIN ST.
PI STA.=6+81.50
CHB=N21°43'07"W
CH=251.33'
Δ=4°06'55" (LT)
Dc=1°38'13"
R=3,500.00'
L=251.38'
T=125.75'
E=2.26'

STA. 9+89.00
CONST. C/L (GLDTC 591)
END CONSTRUCTION
N. MAIN ST.
N 1,059,486.7221
E 1,622,595.2853
NEW PAVEMENT MARKINGS CONTINUE

TIE EQUALITY
PI STA. 10+00 N. MAIN ST.
=STA. 12+92.45 W. COLLEGE ST.
=STA. 3+65.63 W. COLLEGE ST. (SRV. C/L)
N 1,059,496.7885
E 1,622,590.8504

TIE EQUALITY
N. MAIN ST.
PI STA. AHEAD=10+00
PI STA. BACK=10+02.96=
STA. 12+89.50 W. COLLEGE ST.=
STA. 3+68.59 W. COLLEGE ST. (SRV. C/L)
N 1,059,497.9184
E 1,622,593.5840

STA. 12+29.57
CONST. C/L (GLDTC 591)
BEGIN CONSTRUCTION
W. COLLEGE ST.
N 1,059,520.8088
E 1,622,648.9620

TIE EQUALITY
PI STA. 489+56.60 N.E. MAIN ST. (SRV. C/L)
=STA. 12+06.45 E./W. COLLEGE ST.
=STA. 4+51.64 W. COLLEGE ST. (SRV. C/L)
N 1,059,529.6434
E 1,622,670.3354

STA. 11+96.55
CONST. C/L (GLDTC 591)
END CONSTRUCTION
E. COLLEGE ST.
N 1,059,533.9191
E 1,622,679.2548

TIE EQUALITY
STA. 489+62.33 N.E. MAIN ST. (SRV. C/L)=
STA. 4+51.64 E. COLLEGE ST. (SRV. C/L)
N 1,059,534.8516
E 1,622,667.9427

TIE EQUALITY
STA. 489+55.03 N.E. MAIN ST.
=STA. 12+13.06 W. COLLEGE ST.
=STA. 4+45.02 W. COLLEGE ST. (SRV. C/L)
N 1,059,527.1165
E 1,622,664.2221

MATCHLINE STA. 11+00
E. COLLEGE ST.
SEE SHEET 24

MATCHLINE STA. 6+75
N. MAIN ST
SEE SHEET 9

MATCHLINE STA. 13+12 N. MAIN ST.
SEE SHEET 11

MATCHLINE STA. 486+25 N.E. MAIN ST.
SEE SHEET 9

MATCHLINE STA. 492+70 N.E. MAIN ST.
SEE SHEET 11

N. MAIN ST. (S-253)
CONST. C/L=SURVEY C/L
N23°46'34"W 181.86'
N24°25'08"W 1,340.33'

N.E. MAIN ST. (SC 14/417)
CONST. C/L
SURVEY C/L
N23°11'38"W 126.61'
N24°40'26"W 893.14'
N24°40'26"W 62.50'
N24°40'26"W 5.73'
N24°40'26"W 1,387.67'
N23°11'38"W 188.60'

E. COLLEGE ST. (CITY RD.)
CONST. C/L & SURVEY C/L
SURVEY C/L 206.43'N65°58'44"E
N67°32'33"E 296.86'
N67°32'33"E 59.92'
S67°32'33"W 353.74'
S67°32'33"W 365.63'
S67°32'33"W 16.51'
N67°32'33"E 16.51'
S64°23'17"W 9.89'
S64°23'17"W 196.55'

CAROLINA PIEDMONT RR

TPN 2828
TPN 2864
TPN 2879

100' RR R/W (FROM C/L)
55.8' RR R/W (FROM C/L)

PI=487+65.92
PI=488+92.53

NEW 25' R/W
NEW 27' R/W
NEW 5' X 5' "Δ" R/W

23' TYP.
154' STRIPE TAPER
160' STRIPE TAPER
115'-300'R REV. TAPER
103' LEFT TURN STORAGE
240' LEFT TURN STORAGE
50' TAPER
STA. 490+33.69 BEGIN TAPER
STA. 490+83.69 END TAPER

HARDSCAPE

☆ HARDSCAPE AREA NOTE

THIS AREA CONTAINS PROPOSED HARDSCAPE IMPROVEMENTS (SIDEWALK, BRICK PAVERS, PLANTING AREAS, ETC.). DETAILED IMPROVEMENTS ARE NOT SHOWN ON THIS PLAN. SEE PLANS BY COLEJENEST & STONE/BOLTON & MENK FOR IMPROVEMENTS IN THESE AREAS.

CONSTRUCT PEDESTRIAN RAMPS AT ALL INTERSECTIONS (TYP.) AS SHOWN IN SECTION 720 OF THE SCDOT STANDARD DRAWINGS.

CONSTRUCT DROP-CURB DRIVE ENTRANCES AT ALL EX. DRIVEWAYS AS SHOWN IN SECTION 720 OF THE SCDOT STANDARD DRAWINGS UNLESS OTHERWISE SHOWN OR NOTED.

REMOVE EX. ROAD PVMT. (EXCEPT OVERLAY AREAS), SIDEWALK, C&G, AND/OR CONCRETE WITHIN PROJECT LIMITS (TYP.) UNLESS OTHERWISE NOTED.

UNKNOWN OWNERSHIP TRACTS

AREAS OF ACQUISITION WITH UNKNOWN OWNERSHIP ARE DESIGNATED AS FOLLOWS:
TR. 142 (E. COLLEGE ST. AT TR. 18)
TR. 143 (ALONG N. MAPLE ST. & W. COLLEGE ST.)
TR. 144 (E. CURTIS ST. AT TR. 86)
TR. 145 (E. CURTIS ST. FROM TOLLGATE RD. TO END OF PROJECT)

NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.

RIGHT-OF-WAY FOR CAROLINA PIEDMONT RAILROAD TAKEN FROM INFORMATION PROVIDED BY GENESEE & WYOMING RAILROAD (PARENT RAILROAD COMPANY).

SOUTH CAROLINA — COTRANSCO, LLC No. C02314 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER — No. 32613 — LICENSED WILLIAM CLAYTON BALDWIN JR.

REV.	BY	DATE	DESCRIPTION OF REVISION
6			
5			
4			
3	AEE	06/06/24	GENERAL REVISIONS
2	AEE	03/26/24	REV. E. COLLEGE ST. TYP. SEC. ADD UNKNOWN TR.
1	AEE	03/18/24	FIELD REVIEW REVISIONS

GREENVILLE LEGISLATIVE DELEGATION TRANSPORTATION COMMITTEE

GREENVILLE COUNTY, CITY OF SIMPSONVILLE
PLAN SHEET
N.E. MAIN ST. (STA. 486+25 TO STA. 492+70)
N. MAIN ST. (STA. 6+75 TO STA. 13+12)
E./W. COLLEGE ST. (STA. 11+00 TO STA. 14+25)

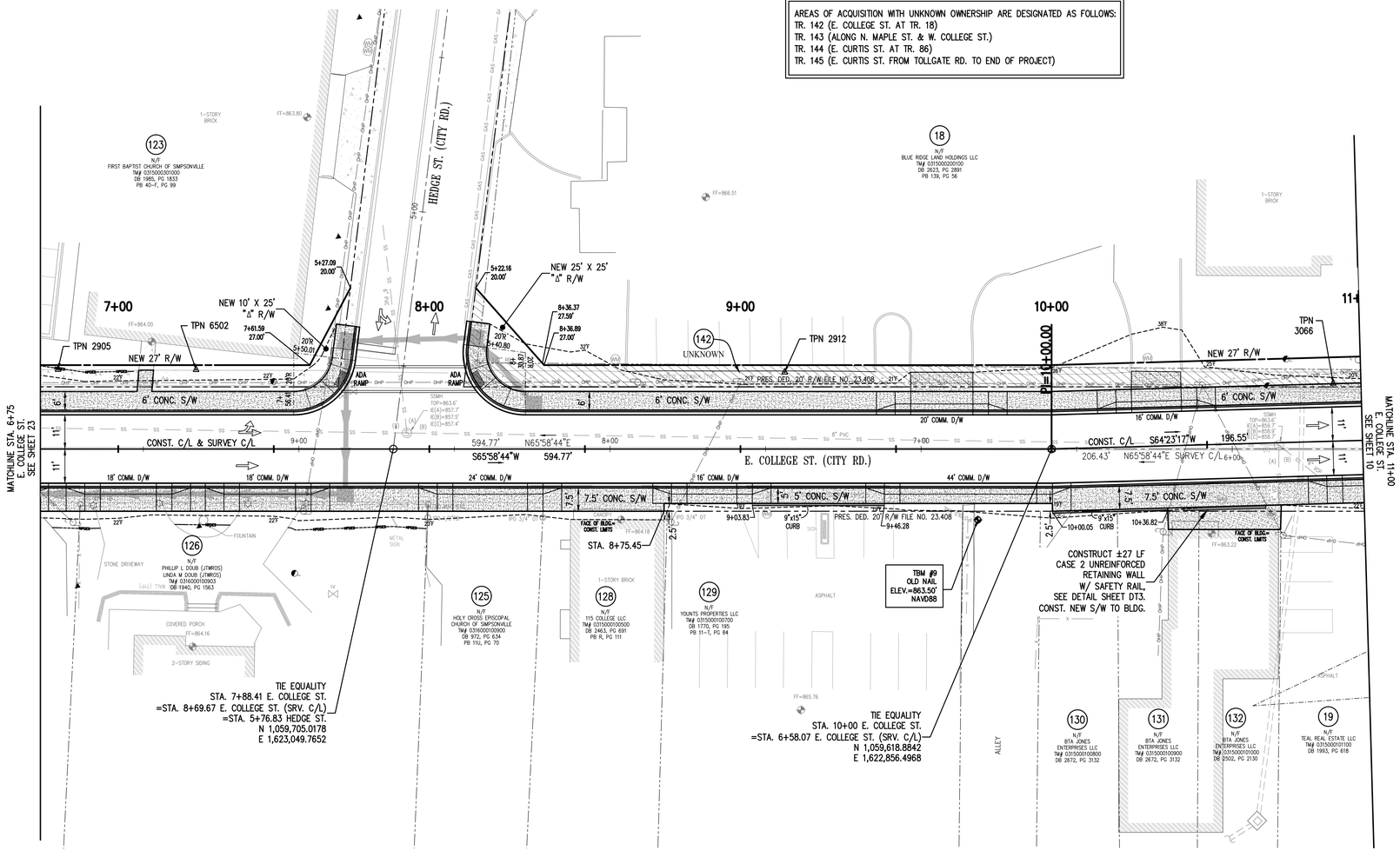
SCALE 1"= 20' RTE. SC14/417,S-253,CITY RD.

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 591	2023113	591C	CITY RD.	24

SEE SHEET D19 FOR DRAINAGE THIS SHEET.

UNKNOWN OWNERSHIP TRACTS

AREAS OF ACQUISITION WITH UNKNOWN OWNERSHIP ARE DESIGNATED AS FOLLOWS:
TR. 142 (E. COLLEGE ST. AT TR. 18)
TR. 143 (ALONG N. MAPLE ST. & W. COLLEGE ST.)
TR. 144 (E. CURTIS ST. AT TR. 86)
TR. 145 (E. CURTIS ST. FROM TOLLGATE RD. TO END OF PROJECT)



CONSTRUCT PEDESTRIAN RAMPS AT ALL INTERSECTIONS (TYP.) AS SHOWN IN SECTION 720 OF THE SCDOT STANDARD DRAWINGS.

CONSTRUCT DROP-CURB DRIVE ENTRANCES AT ALL EX. DRIVEWAYS AS SHOWN IN SECTION 720 OF THE SCDOT STANDARD DRAWINGS UNLESS OTHERWISE SHOWN OR NOTED.

REMOVE EX. ROAD PVMT. (EXCEPT OVERLAY AREAS), SIDEWALK, C&G, AND/OR CONCRETE WITHIN PROJECT LIMITS (TYP.) UNLESS OTHERWISE NOTED.

NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.

SOUTH CAROLINA COTRANSCO, LLC No. C02314 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 32613 WILLIAM CLAYTON BALDWIN, JR.

REV.	BY	DATE	DESCRIPTION OF REVISION
6			
5			
4			
3			
2	AEE	03/26/24	REV. E. COLLEGE ST. TYP. SEC. ADD UNKNOWN TR.
1	AEE	03/18/24	FIELD REVIEW REVISIONS

GREENVILLE LEGISLATIVE DELEGATION TRANSPORTATION COMMITTEE

GREENVILLE COUNTY, CITY OF SIMPSONVILLE
PLAN SHEET
E. COLLEGE ST.
STA. 6+75 TO STA. 11+00

SCALE 1"= 20' RTE. CITY RD.

EXHIBIT G

AREA OF HEDGE STREET TO BE NARROWED **BACK TO AGREEMENT**

[ATTACHED ON THE FOLLOWING PAGE]

EXHIBIT "G"

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

BACK TO AGENDA

SIMPSONVILLE ORDINANCE O-2025-06

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 445 E. Curtis Street, Simpsonville, South Carolina 29681 identified as a portion of Greenville County TMS No. 0318000100100 (the "Leased Premises") within the city limits of Simpsonville, County of Greenville; and,

WHEREAS, the City desires to enter into a ground lease for the Leased Premises with Greenville County for the operation of Greenville County Summary Court 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 Property to Greenville County according to the Lease Agreement attached hereto as **Exhibit "1"**.

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

Section 1: The Lease Agreement attached hereto as **Exhibit "1"** is hereby approved and is incorporated by reference in this Ordinance as if set forth fully in the Ordinance's body.

Section 2: That this Ordinance shall be effective upon second and final reading.

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

ATTEST:

Ashley Clark
City Clerk

APPROVED AS TO FORM:

Daniel Hughes
City Attorney

FIRST READING: June 10, 2025
SECOND READING:

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "**Agreement**" or "***Ground Lease***"), entered into as of _____, 2025 (the "**Effective Date**"), by and between GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate existing as a political subdivision of the State of South Carolina (hereafter called the "***Lessee***") and the CITY OF SIMPSONVILLE, SOUTH CAROLINA, a body politic and corporate existing as a political subdivision of the State of South Carolina (hereinafter called the "***Lessor***"). Lessor and Lessee are, individually, a "**Party**" and, together, the "**Parties**."

This Ground Lease is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the Lessor and Lessee.

WITNESSETH:

Section 1. Lease of Premises.

a. Lessor hereby grants to Lessee, subject to the limitations and conditions herein, a Ground Lease to construct, operate, maintain, and sublease a Building for a Summary Court with associated court uses and operations (the "**Courthouse**") for use by the public (the "**Permitted Use**") on the site of Lessor's Simpsonville Municipal Complex (the "**SMC**"), at that certain location (the "**Ground Lease Area**"), with the Courthouse building premises more particularly addressed as 445 E. Curtis Street and shown on the map attached hereto as Exhibit A, which is incorporated into this Agreement by reference (the "**Ground Leased Premises**" or "**Leased Premises**"). With Lessor's written approval, which shall not be unreasonably withheld, Lessee may later expand its use of the Ground Leased Premises to include other uses unrelated to the Courthouse, which uses shall be deemed Permitted Uses under this Agreement.

b. This Ground Lease shall, without limitation, permit Lessee the non-exclusive:

i. Right of access for pedestrians and vehicles, between public road rights of way and the Leased Premises, over roads and drives at the SMC;

ii. Right of Lessee or any utility provider to install utility lines under SMC property in locations that Lessor shall reasonably allow, so that the Courthouse may be served with utilities (such as electricity, telephone, information technology, water, and sewer); and

iii. Right of access for construction, maintenance, and repair of the Courthouse, parking, and improvements and, as permitted and approved by the appropriate governing bodies, the right to establish, install, and maintain reasonable drainage facilities to channel stormwater from the Courthouse and Improvements.

c. Lessee has inspected the Ground Lease Area and accepts possession of its occupied portion of the Ground Lease Area site "AS IS" condition as of _____, 2024 (the "Commencement Date,") said date being the date Lessee began occupancy of the Courthouse. Except as otherwise expressly provided in this Ground Lease, Lessee has full responsibility for the

repair, alteration, maintenance, and replacement of the Courthouse and Ground Leased Premises. Lessee expressly acknowledges and agrees that Lessor has not made and is not making, and Lessee is not relying upon, any warranties or representations regarding the Premises, except to the extent same are expressly set forth in this Ground Lease. Lessor assumes no further responsibility as to the condition of the Ground Leased Premises nor shall it assume responsibility for the maintenance, upkeep, or repairs which might become necessary to keep the Ground Leased Premises in a safe and serviceable condition. Lessee accepts no responsibility for any environmental contaminants that may be found within the soil and/or any underground storage tanks that may have been installed previously under the leased premises.

d. Lessor covenants that:

i. Lessee, on complying with Lessee's obligations and subject to all other terms under this Ground Lease, will have the right to occupy the Ground Lease Premises during the Term lawfully, peaceably, and quietly without unlawful interference by Lessor or anyone acting through Lessor;

ii. Lessor has good and marketable fee simple title to the Ground Lease Area; and

iii. The Ground Lease Area are and will remain free of any easements, liens, encumbrances, or leases that could adversely affect Lessee's quiet enjoyment of the Ground Leased Premises for the Term of this Agreement.

iv. Lessor shall be responsible for providing access roadways and vehicle parking upon the Ground Leased Premises.

Section 2. Term of Ground Lease, Renewal, and Rental.

a. This Ground Lease shall take effect on the Effective Date and shall continue for fifty (50) consecutive years (the "**Initial Term**"). Upon expiration of the Initial Term, and, if applicable, each term thereafter (the "**Renewal Term or Terms**"), this Agreement shall automatically renew upon the current Term's rent on a month-to-month basis, until such time as the parties are able to negotiate a new lease, unless Lessor or Lessee gives written notice to the other party at least six (6) months prior to the expiration of the Initial Term, or three (3) weeks prior to the expiration of the Renewal Term, of its intent not to renew this Agreement.

b. Notwithstanding anything herein to the contrary, the Ground Lease shall be subject to immediate cancellation without damages or further obligation when funds are not appropriated (or are appropriated and subsequently withdrawn) or otherwise made available to support continuation of performance of the Ground Lease in a subsequent fiscal period or appropriated year.

c. Rent during the term of the Ground Lease shall be at the rate of One Dollar ($1.00) per year.

d. During the term of this Lease, Lessor have the right to occupy and use, at no cost to

the Lessor, designated office space and courtrooms for the Lessor to operate the Simpsonville municipal court. Lessor and Lessee agree to cooperate good faith and coordinate the joint use of the courtrooms located in the Courthouse. Lessor shall have no responsibility for utilities or maintenance related to its use of the Courthouse and Leased Premises.

Section 3. Net Lease.

a. This Ground Lease is a net lease. Except as provided specifically in this Agreement, this Ground Lease shall be without cost to the Lessor for the construction, development, maintenance, and improvements of the Ground Leased Premises (the "**Improvements**").

b. The Lessee is solely responsible for the installation, construction, upkeep, maintenance, repair, and operation of the entirety of the Ground Leased Premises and all of the Improvements and facilities placed thereon.

c. It is Lessee's sole responsibility to pay all utilities, insurance, and regulatory fees associated with the Ground Leased Premises and Improvement.

Section 4. Title and Ownership. The Lessor represents and warrants that it has full power and authority to execute and enter into this Ground Lease for the full term herein granted under the terms and conditions provided herein and that this Ground Lease is a valid and binding obligation of the Lessor enforceable against the Lessor in accordance with its terms.

Section 5. Quiet Enjoyment. The Lessor covenants that the Lessee, on the performance of the terms and conditions of this Ground Lease, shall and may peaceably and quietly have, hold and enjoy the Ground Leased Premises for the full term of this Ground Lease.

Section 6. No Partnership or Joint Venture. Under no circumstances shall the Lessor and the Lessee be deemed or held to be partners or joint ventures in or concerning the Ground Lease or the Ground Lease Premises.

Section 7. Subleasing and Assignment. Subject to the provisions of this Ground Lease and with the prior written consent of Lessor, which consent may not be unreasonably withheld, Lessee may lease and/or assign the Ground Leased Premises that will transfer exclusive use of the Leased Premises. Lessee may transfer exclusive use or partial use of the Courthouse within the Ground Leased Premises to sublessees and/or assignees. The parties acknowledge and agree that such sublessees and assignees may use the Courthouse for public purposes. Lessee shall provide lessor with written notice of any sublease or assignment with the names, addresses, and other contact information of the sublessees and assignees and sufficient information reasonably requested by lessor to identify the proposed sublessees and assignees.

Any such assignment or sublease must provide that (i) the assignee of an assignment assumes in writing all of Lessee'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 Sublessee 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 Section 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 Lessor. However, unless released in writing by the Lessor, no subletting of the Premises shall in any way release the Lessee named herein or any guarantor of this Lease Agreement from their obligations set forth herein.

Section 8. Leasehold Interest. The Lessor agrees that if the Lessor shall become entitled to serve a notice of termination to end the term of this Ground Lease upon occurrence of any default by the Lessee, the Lessor will, before serving such notice of termination, give to any leasehold mortgagee or debt holder a further notice that a specific default remains unremedied and that the Lessor is entitled to serve notice of termination and the leasehold mortgagee or debt holder shall have the right to remedy such default within the period of sixty (60) days after the service of such notice. Nothing hereunder shall limit the right of the Lessor after the occurrence of a default hereunder and shall be entitled to remedy such default pursuant to the terms of this Ground Lease.

Either party shall, without charge, at any time and from time to time hereafter within ten (10) days after written request to the other, certify by written instrument duly executed and acknowledged to any leasehold mortgagee or debt holder or proposed leasehold mortgagee or debt holder, or any other person, firm or corporation specified in such request; (a) as to whether this Ground Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Ground Lease in accordance with its terms; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the terms of this Ground Lease; or (f) as to any other matters as may be reasonably requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm or corporation to whom the same may be exhibited or delivered and the contents of such certificate shall be binding on the party executing the same.

Section 9. Insurance. During the Term, the Ground Leased Premises shall be insured as follows:

Lessee shall, at its expense, maintain adequate insurance covering commercial general liability, worker's compensation, employer's liability, and property loss or damage insurance covering the Ground Leased Premises. Lessee will maintain and cause this coverage to be maintained by any permitted Sublessees and Assignees.

Lessor shall, at its expense, maintain adequate hazard, casualty, flood and multiple peril insurance to cover the Ground Lease Area and Leased Premises. The Lessor shall provide the Lessee with copies of all insurance policies obtained in compliance with this Ground Lease. The Lessee shall be named as an additional insured in all liability policies for such insurance and each year, the Lessor will furnish the Lessee with evidence that such insurance is in effect. As far as hazard, casualty, flood and multiple peril insurance is concerned, the Lessor acknowledges that any leasehold mortgagee or debt holder shall be made loss payee with respect to such policies.

Section 10. Reconstruction. For the term of this Ground Lease, in the event of damage to or destruction of the Ground Leased Premises and/or the Improvements thereto, the Lessor and the

Lessee shall be subject to such requirements as may be contained in the Ground Lease and in any leasehold mortgage or debt instrument as to the application of insurance proceeds.

Section 11. Management and Operation. Except as provided in the Ground Lease, the Lessee shall keep the Ground Lease Premises and the Improvements in good repair and condition at all times, normal wear and tear excepted.

Section 12. Condemnation. The Lessor agrees that it will not petition any governmental unit to condemn or exercise the right of eminent domain, or threaten any such action against, the Leased Premises for the term of this Ground Lease. If the Leased Premises or any part thereof shall be taken by or pursuant to any governmental authority, or through exercise of the right of eminent domain or sold under threat thereof, subject to such provision as may be contained in the Lease or a mortgage to a leasehold mortgagee or other debt holder, the Lessee shall be entitled to receive any and all awards or sums granted in consideration or settlement for improvements taken and/or damage to improvements by such authority, and the Lessor shall be entitled to receive any and all awards or sums granted in consideration of settlement for the land taken and/or damage to the remainder of the land. If the entire Ground Leased Premises should be so taken or sold, this Ground Lease shall terminate on the date that such taking or sale becomes final. If only a portion of the Leased Premises is so taken or sold, and the balance of the Leased Premises is not suitable for the purposes for which it is then being used, or if by deprivation or limitation of any access thereto or therefrom the Ground Lease Premises is rendered unsuitable for such operation, the Lessee may either elect to terminate this Ground Lease by giving ninety (90) days advance written notice to the Lessor or to continue in possession of the remaining portion of the Leased Premises. Nothing contained herein shall be deemed a waiver of the Lessee's exclusive right to any and all awards for damages to, or taking of, improvements placed on the Leased Premises by the Lessee (except for improvements financed with moneys advanced under the Lease) and nothing herein shall be deemed as a waiver of the Lessor's exclusive right to any award for land taken or damaged.

Section 13. Default by the Lessee. Subject to the right to cure of any leasehold mortgagee or debt instrument under **Section 8** hereof, if the Lessee shall fail to keep or shall violate any condition or agreement in this Ground Lease on the part of the Lessee to be performed and if either such failure or violation shall have continued for a period of sixty (60) days after the Lessee shall have received written notice by certified or registered mail from the Lessor to pay such rent or cure such violation or failure, or for such additional period of time as may be reasonably necessary provided the Lessee diligently undertakes to cure such default, then, in such event, the Lessor shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder and by law, to terminate this Ground Lease. Neither the exercise by the Lessor of any or all of its rights under this Ground Lease or law nor the defaults by the Lessee of any of the Lessee's obligations to the Lessor shall in any way relieve the Lessee of the Lessee's obligation to any lender or any third party to whom the Lessee may be obligated.

Section 14. Default by the Lessor. If the Lessor shall fail to pay, within a reasonable time after the due date, any obligation paramount to this Ground Lease or affecting the Ground Leased Premises or shall fail promptly to remove any other lien or charge which could jeopardize the Lessee's right to possession as hereby granted and such default by the Lessor continues for more than thirty (30) days, the Lessee may pay the items in question after first giving the Lessor thirty (30) days written notice by certified or registered mail. Any such payment shall entitle the Lessee to be subrogated to the lien or charge of the item so paid. The Lessor shall have an opportunity to

contest the validity of any obligation paramount to this Ground Lease or affecting the Ground Leased Premises. If any payment is made by the Lessee pursuant to this **Section 13**, the Lessor shall be liable for repayment to the Lessee in accordance with this **Section 13**, but only in such amount as represents the reasonable cost or value of the obligations paid by the Lessee.

Except as set out herein if the Lessor is in default under any of the terms of this Ground Lease, then the Lessee may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Ground Lease.

Section 15. Force Majeure. If either Lessor or Lessee is delayed in performance of an obligation due to events beyond the reasonable control of the Parties or a so-called "act of God," including labor disputes, enemy action, acts of terrorism (both domestic and foreign), civil commotion, fire, or unavoidable casualty ("Force Majeure") than the time for performance will be extended for the reasonable period attributable to that event.

Section 16. Ground Lease Premises and Improvements. Upon the expiration of this Ground Lease either by default of the Lessee or by the end of the Initial or any Renewal Term, all buildings and improvements then located on the Leased Premises shall become the exclusive property of the Lessor. If, during the term of this Lease or any Renewal term, Lessor determines to sell all or any part of the Leased Premises and receives an acceptable bona fide offer therefor from a third party, Lessor, before making any agreement to sell, will give notice to Lessee stating Lesssor's desire to sell and the terms and conditions of such offer. Lessee shall have the exclusive right for sixty (60) days after receiving such notice to purchase that part of the Leased Premises to which such offer refers, on the terms and conditions of said offer. If Lessee fails to timely exercise said right, Lessor may sell the Leased Premises to such third party on the terms and conditions of said offer subject to the terms and conditions of this Lease.

Section 17. No Merger. Except as expressly provided herein, no union of the interest of the Lessor and the Lessee herein or in the Lease shall result in a merger of this Ground Lease and the title to the Ground Lease Premises.

Section 18. Holding Over. In the event the Lessee remains in possession of the Ground Leased Premises after the expiration of this Ground Lease and without the renewal of this Ground Lease or execution of a new Ground Lease, it shall be deemed to be occupying said premises as the Lessee from "month to month" at a rental rate to be agreed on by the Parties, which rental is to be payable monthly, and otherwise the Lessee will remain subject to all conditions, provisions and obligations of this Ground Lease insofar as the same are applicable to a month to month lease by operation of law.

Section 19. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Lessor at: City of Simpsonville
425 E. Curtis St.
Simpsonville, S.C. 29681
Attention: _____

To Lessee at: Greenville County
301 University Ridge, Suite N-4000
Greenville, South Carolina 29601
Attention: County Administrator

Section 20. Successors and Assigns. The covenants, conditions and agreements contained in this Ground Lease shall bind and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns; provided, however, that the Lessee shall not assign or otherwise transfer its interests herein without prior written consent of the Lessor which consent shall not be unreasonably withheld.

Section 21. Miscellaneous. This Ground Lease shall be subject to the following:

(a) This Ground Lease contains all the agreements between the parties hereto and may not be modified in any manner.

(b) The Lessee shall conform to and observe all lawful ordinances, rules and regulations of the United States of America, State of South Carolina, the County, and the City, and all public authorities, boards or offices, relating to the Ground Leased Premises and the Improvements thereon or the use thereof and will not during such term permit the Ground Leased Premises to be used for any illegal purpose, business or occupation.

(c) No waiver of any condition or covenant in this Ground Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach. No payment by the Lessor, in case of default on the part of the Lessee in that respect, of any taxes, assessments, public charges, or premiums of insurance, or the payment of any amount herein provided to be paid other than rents, or in the procuring of insurance as hereinabove provided, shall constitute or be construed as a waiver or condoning by the Lessor of the default of the Lessee in that respect.

(d) Whenever the Lessee requests any consent, permission or approval which may be required or desired by the Lessee pursuant to the provisions hereof, the Lessor shall not be arbitrary or capricious in withholding or postponing the granting of such consent, permission or approval.

(e) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Lessor and the Lessee and their respective legal representatives, successors and assigns, except as otherwise provided herein.

(f) There are no oral or verbal understandings among the Lessor and the Lessee concerning the subject matter of this Ground Lease, and any amendment, modification or supplement to this Ground Lease must be in writing and signed by all parties.

(g) The Lessor's or the Lessee's failure to exercise any rights or options provided herein or by law does not constitute a permanent waiver of that right or option.

(h) The Parties will at any time at the request of any other party, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease,

setting forth a description of the Ground Lease Premises, the term of this Ground Lease and any other portions thereof, excepting the rental provisions, as either party may request.

Section 22. Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 23. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina and any dispute arising thereof shall be heard in a court of competent jurisdiction in Greenville County.

Section 24. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

[Signature page follows]

IN WITNESS WHEREOF, the Lessor has caused this Ground Lease to be executed in its name and attested hereto by its duly authorized officers, and the Lessee has caused this Ground Lease to be executed in its name and attested hereto by its duly authorized officers, all as of the date first above written.

WITNESSES:

LESSOR:

CITY OF SIMPSONVILLE

_____

_____

Signer Name
Signer Title

ATTEST:

_____

_____

City Clerk Name
Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this____day of____, 2013 by the within named _____ as _____ of CITY OF SIMPSONVILLE (the "***City***") and by _____ as Clerk to City Council as the act and deed of the City.

_____

Notary Public, State of South Carolina
My Commission Expires:_____

LESSEE:

GREENVILLE COUNTY, SOUTH CAROLINA

_____ _____

Benton Blount
Chairman of County Council

_____ _____

Joseph M. Kernell
County Administrator

ATTEST:

_____ _____

Regina McCaskill
Clerk to County Council

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this_____day of_____, 2013 by the within named BENTON BLOUNT as Chairman of the County Council of GREENVILLE COUNTY, SOUTH CAROLINA (the ***"County"***), JOSEPH M. KERNELL as County Administrator of the County and REGINA McCASKILL as Clerk to County Council as the act and deed of the County.

_____
Notary Public, State of South Carolina
My Commission Expires:_____

EXHIBIT A

DESCRIPTION OF GROUND LEASE FACILITIES

SIMPSONVILLE ORDINANCE O-2025-07

AN ORDINANCE TO AMEND DIVISION 3 (ORDINANCES) OF ARTICLE II (COUNCIL) 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, there have been instances where ordinances have not been codified or timely codified to the Simpsonville Code of Ordinances ("Code"); and,

WHEREAS, it is incumbent upon the City to provide the public, its employees, and its elected officials with an accurate and timely updated Code; and,

WHEREAS, based upon the foregoing the City has determined that Division 3 of Article II of Chapter 2 should be amended to require a deadline for the City's submission of its ordinances to the City's codifying agency; and,

WHEREAS, the Council, after considering all 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 3 of Article II of Chapter 2 of the City of Simpsonville Code of Ordinances is hereby amended as follows:

(a) An ordinance to levy a tax, adopt a budget, appropriate funds, grant a franchise, license or right to use or occupy a public street or public property for commercial purposes shall be complete in the form in which it is finally passed, and in that form remain on file with the clerk for public inspection at least one week before final adoption.

(b) No ordinance shall be adopted until it shall have been read two times and on two separate days with at least six days between each reading.

(c) Emergency ordinances may be adopted on one reading without notice or hearing by affirmative vote of two-thirds of the members present. An emergency ordinance may not levy taxes, relate to a franchise or a service rate and shall expire automatically on the 61st day following enactment.

(d) The introduction and reading of any ordinance shall be by the reading of the title only unless a full reading is requested by a member of council.

(e) After the introduction of an ordinance, any member of the council may request a public hearing which may be held at any time designated by the council prior to final adoption.

(f) Upon final adoption by a vote of the council, an ordinance shall be signed by the mayor or presiding member and attested by the clerk, who shall file the original in the council minutes.

(g) Upon final adoption by the City Council, ordinances shall be submitted to the City of Simpsonville's codifying agency for codification within ten (10) business days, excluding holidays.

(Code 1995, § 2-107)

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

ATTEST:

_____
Ashley Clark
City Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes
City Attorney

FIRST READING: June 10, 2025
SECOND READING: July 08, 2025