

**AGENDA**  
**SIMPSONVILLE CITY COUNCIL**  
**COMMITTEE OF THE WHOLE**  
**MEETING**  
**May 27, 2025**  
**6:00pm**  
**Council Chambers – City Hall**

1. **CALL TO ORDER**.....Mayor Shewmaker
2. **ROLL CALL**.....Ashley Clark, City Clerk
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MINUTES** – April 22, 2025
5. **CITIZEN COMMENTS**
6. **STAFF REPORTS** – Department Heads will be available to answer any questions concerning the departmental monthly reports for Police, Fire, Recreation and Public Works
  - A. Financial Report.....Christine Furino, Finance Director
  - B. City Administrator Report..... Dianna Gracely, City Administrator
7. **BUSINESS**  
*Items Anticipated to Come Before Council*
  - A. **Ground Lease Agreement for County Summary and Municipal Court Building**.....Dianna Gracely, City Administrator
  - B. **Enactment of Ordinances**.....Tim Pinkerton, Ward 5
8. **EXECUTIVE SESSION**
  - To discuss proposed Development Agreement

Upon Coming out of Executive Session, Council may reconvene the meeting to take action on matters discussed in Executive Session.

**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.

## GROUND LEASE AGREEMENT

This Ground Lease Agreement (the “**Agreement**” or “**Ground Lease**”), entered into as of [REDACTED], 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 [REDACTED], (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") then 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 Lessor'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: City Administrator



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]



**GREENVILLE COUNTY, SOUTH CAROLINA**

Joseph M. Kernell  
County Administrator

Regina McCaskill  
Clerk to County Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

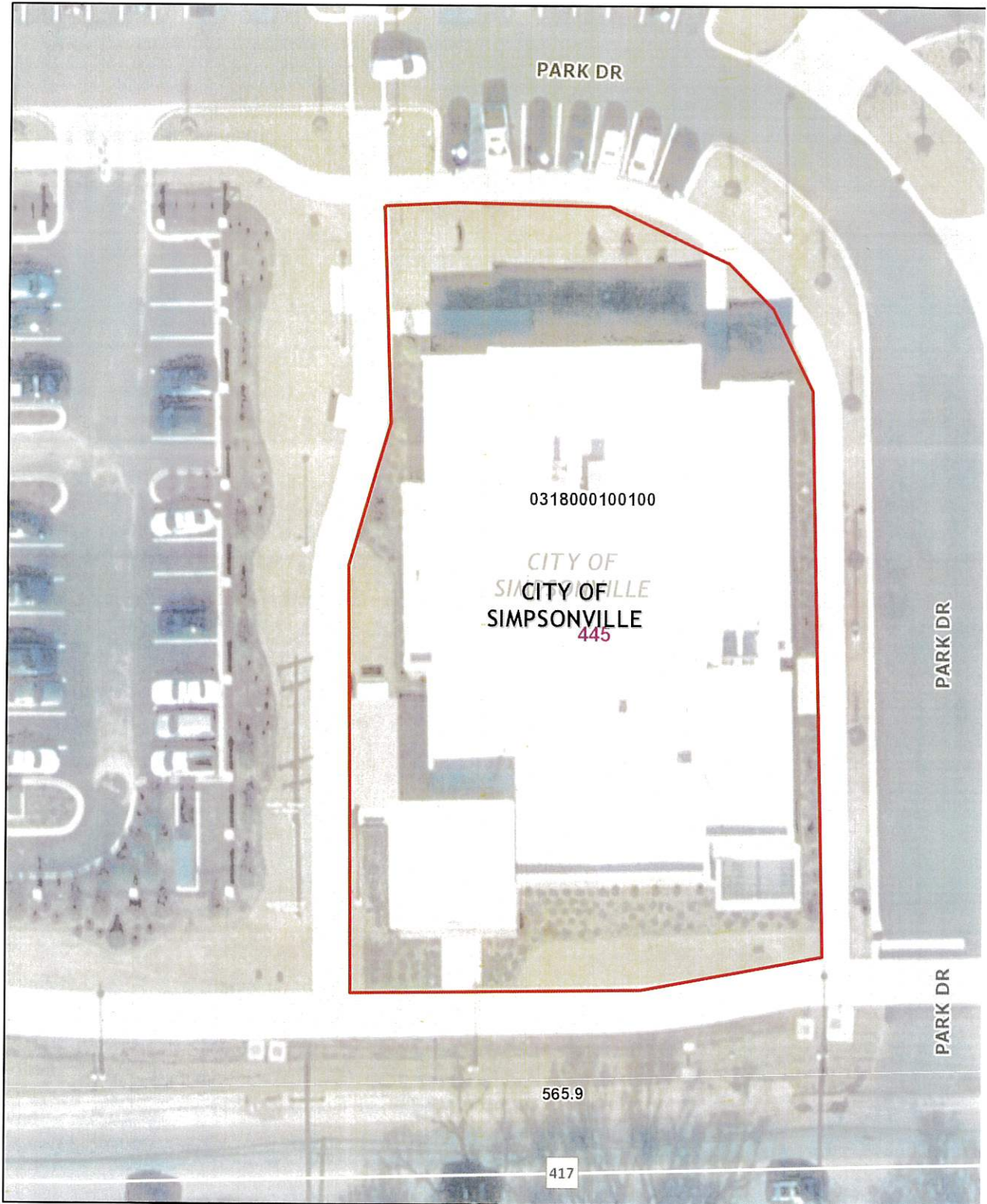
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2025 by the within named BENTON BLOUNT as Chairman of the County Council of GREENVILLE COUNTY, SOUTH CAROLINA (the "**County**"), JOSEPH M. KERNELL as County Administrator of the County and REGINA McCASKILL as Clerk to 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**

# Greenville County, SC



May 23, 2025

## EXHIBIT "A" TO LEASE

