



AGENDA

**Council Chambers
300 Wall Street, Fountain Inn, SC 29644**

FORMAL MEETING OF CITY COUNCIL

Friday, December 1, 2023 at 3pm

Citizens may access the meeting at the following YouTube address:
<https://www.youtube.com/channel/UC6JiYlrM1NUcM8Ea8BLXCfA>

Citizens may access the meeting at the following YouTube address:
<https://www.youtube.com/@cityoffountaininn3536>

1. Call to Order - Mayor McLeer
2. Invocation and Pledge of Allegiance
3. Oath of Office
4. Election of Mayor Pro Tempore
5. Public Forum - Persons wishing to speak may signup 15 minutes prior to the meeting. Signups will be on a first-come, first-served basis. Your remarks will be limited to 3 minutes.
6. Consent Agenda - There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.
 - a. Minutes from the Regularly Scheduled Council Meeting on November 9, 2023.
7. Approval of Board of Zoning Appeals Appointments
 - a. Wards 1, 3, and 5: January 1, 2024 – December 31, 2027
Wards 2, 4, 6, and Mayor's At-Large: January 1, 2024 – December 31, 2025
8. City Administrator's Report - Shawn M. Bell

Council may enter executive session to discuss any item on the agenda as permitted by S.C. Code Ann. § 30-4-70.

9. Unfinished Business
 - a. Second and Final Reading of Z 2023-7 an ordinance to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the property described in this ordinance (407 North Main Street).
 - b. Second and Final Reading of Ordinance 2023-14 an ordinance authorizing the execution and delivery of a development agreement and a lease agreement related to Ellison Mills and city parking; and providing for related matters.
10. Executive Session -After coming out of executive session, Council may vote on items discussed during executive session.
 - a. The receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege – Parsons Street
11. Adjourn

Council may enter executive session to discuss any item on the agenda as permitted by S.C. Code Ann. § 30-4-70.



MINUTES FORMAL MEETING OF CITY COUNCIL

Thursday, November 9, 2023 - 6:00 p.m.

1. Call to Order- Mayor McLeer

Mayor McLeer called the meeting to order at 6:00 p.m.

2. Invocation and Pledge of Allegiance

3. Presentations

a. 2023 Civics Academy Graduates: Meredith Herman, Avis Kelley and Alan Putney

Elizabeth Bridges and Mayor McLeer presented 2023 Civics Academy graduates, Mr. Putney and Ms. Herman, with their certificates.

4. Public Forum - Persons wishing to speak may signup 15 minutes prior to the meeting. Signups will be on a first-come, first-served basis. Your remarks will be limited to 3 minutes.

No one signed up to speak.

5. Appointment

a. Approval of the Appointment of a Planning and Development Director

Motion by Mayor McLeer, second by Councilmember Sanders to approve the Appointment of a Planning and Development Director, Jason Knudsen. The motion carried unanimously 7/0.

b. Approval of Planning Commission Appointments

- 1. Wards 1, 3, and 5: January 1, 2024 – December 31, 2027**
- 2. Wards 2, 4, 6, and Mayor's At-Large: January 1, 2024 – December 31, 2025**

Motion by Mayor McLeer to approve the following Planning Commission Appointments:

Ward 1 Dusti McGraw, January 1, 2024 – December 31, 2027
Ward 2 Stutts Armstrong, January 1, 2024 – December 31, 2025
Ward 3 Erik Stoddard, January 1, 2024 – December 31, 2027
Ward 4 Bryan DeRoberts, January 1, 2024 – December 31, 2025
Ward 5 Mark Pease, January 1, 2024 – December 31, 2027
Ward 6 Chris Ellisor, January 1, 2024 – December 31, 2025
At Large Rev. Samuel Flint, January 1, 2024 – December 31, 2025

The motion carried unanimously 7/0.

6. Consent Agenda- There will be no discussion of Consent Agenda items unless a Councilmember so requests in which event the item in question will be considered separately.

Motion by Mayor Pro Tem Clemmer, second by Councilmember Garrett to approve Approval of Minutes from the regularly scheduled Council Meeting on October 12, 2023.

The motion carried unanimously 7/0.

a. Approval of Minutes from Regularly Scheduled Council Meeting on October 12, 2023

b. Approval of Minutes from a Special Called Council Meeting on October 24, 2023

7. City Administrator's Report- Shawn M. Bell

City Administrator, Shawn Bell, gave an update on the following City Projects: Woodside Streetscape awarded by SCDOT and awaiting timeline, Interstate signage construction has commenced at exit 23 and 26 both estimated to be completed by end of December. Main Street streetscape GLDTC approved \$1.25 million in FY24 and \$1.25 million in FY25 for a total of \$2.5 million. \$5 million to continue the streetscape from South Main and Jones, as close to 418 as funds will allow. CTC will bid the project out in the first quarter and it will be a 12 month project. Municipal Complex Master Plan conceptual drawing by January 2024. Community Relations Department- Tree lighting on December 5 along with cookies and cocoa with Santa, Carriage Rides will commence on December 7-8, 10-16. December 9 holiday carnival at the Merry Market along with the Rudolph Run. Fire Department- October 14 first open house was well attended. Natural Gas Department- Durbin Creek line in service by mid December and replacement of the regulator station put into service today. INNvision draft plan is on website. We will hold a public hearing at the December 7 Planning Commission meeting and Council will vote to adopt

the plan in January 2024. Police Department- Thanksgiving meal delivery on November 26. Recreation Department- Veterans Day luncheon November 10, senior holiday luncheon on November 30, Miracle league final game this past week, Volleyball Championship this evening. Chamber's parade taking place on December 6 at 5:30 p.m. Younts Center update- Beauty and Beast, Fountain Inn Corale, and the Nutcracker will all be performing. Mr. Clemmer asked about job openings, specifically at the Police Department, to which HR Director, Rebecca Mejia-Ward gave an overall update. Also, Class and Comp study is still on scheduled for this end of 2023 along with a market analysis and first draft at the beginning of 2024.

a. Department Reports

8. Unfinished Business

a. Second and Final Reading of Ordinance 2023-13 Amending Ordinance No. 2023-11, enacted December 1, 2021, known as the City's Business License Ordinance to update the standardized business license class schedule.

Motion by Mayor Pro Tem Clemmer, second by Councilmember Thomason to approve Second and Final Reading of Ordinance 2023-13 Amending Ordinance No. 2023-11, enacted December 1, 2021, known as the City's Business License Ordinance to update the standardized business license class schedule. The motion carried unanimously 7/0.

9. New Business

a. First Reading of Z 2023-7 an ordinance to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the property described in this ordinance (407 North Main Street).

Motion by Mayor McLeer, second by Councilmember Blackstone to approve First Reading of Z 2023-7 an ordinance to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the property described in this ordinance (407 North Main Street). The motion carried unanimously 7/0.

b. Authorizing the Chief of Police to execute a Memorandum of Understanding between The Bureau of Alcohol, Tobacco, Firearms, and Explosives and the Fountain Inn Police Department.

Motion by Mayor Pro Tem Clemmer, second by Councilmember Sanders to approve Authorizing the Chief of Police to execute a Memorandum of Understanding between The Bureau of Alcohol, Tobacco, Firearms, and

Explosives and the Fountain Inn Police Department. The motion carried unanimously 7/0.

c. Approval for the City Administrator to enter into an agreement with Stewart Cooper Newell Architects for Fire Station Three and Training Facility

Motion by Councilmember Sanders, second by Councilmember Garrett to approve Approval for the City Administrator to enter into an agreement with Stewart Cooper Newell Architects for Fire Station Three and Training Facility. The motion carried unanimously 7/0.

d. Reschedule December 14, 2023, Regular Council Meeting to December 1, 2023, due to the installation of Councilmembers Elect and Regular Council Meeting.

Motion by Mayor McLeer, second by Councilmember Garrett to approve Reschedule December 14, 2023, Regular Council Meeting to December 1, 2023, due to the installation of Councilmembers Elect and Regular Council Meeting. The motion carried unanimously 7/0.

10. Executive Session -After coming out of executive session, Council may vote on items discussed during executive session.

Motion by Councilmember Garrett, second by Mayor Pro Tem Clemmer to enter into Executive Session at 6:35 p.m. The motion carried unanimously 7/0.

Motion by Councilmember Garrett, second by Councilmember Don to come out of Executive Session where no votes were taken during Executive Session. The motion carried unanimously 7/0.

a. The receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim regarding the Police Department.

b. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area – Project Grind.

11. Adjourn

Motion by Mayor Pro Tem Clemmer, seconded by Councilmember Sanders to adjourn the meeting. The motion carried unanimously 7/0.



FOUNTAIN INN
est. 1886

For Office Use ONLY

This application is a: New Appointment ☒

Reappointment ☐

Council Ward: 1

Attendance Record: _____

CITY OF FOUNTAIN INN BOARD AND COMMISSION APPLICATION for Planning Commission and Board of Appeals

Name of Board or Commission to which you are applying: Zoning and appeals
An individual may only apply to serve on one board or commission during any election cycle.

Mr. ☒ Mrs. ☐
Ms. ☐ Dr. ☐

Name: Bryan Robinson

Home Address: 403 Georgia st City: Fountain inn Zip: 29644

County: Greenville Email Address: Jbr414@charter.net

Home Phone: (864)380-3473 Work Phone: _____ Other: _____

Occupation: Sales Employer: Hay Distributing

School attended: Hillcrest high

Highest degree earned: High school Field of Study: _____

Volunteer Experience (Please list and describe): Habitat for humanity

Describe your understanding of the position for which you are applying.

What specific skills do you believe you could contribute as a member of this board or commission?

Have you ever attended a meeting of this board or commission? Yes ☐ No ☒

Are you available to meet at the regularly scheduled date and time of the board or commission meetings? Yes ☒ No ☐

Do you or your family or business(es) regularly have dealing(s) with the board/commission? Yes ☐ No ☒
If yes, please explain: _____

Do you or any member of your immediate family receive direct services from this board? Yes ☐ No ☒
If yes, please explain: _____

Have you ever been convicted of a crime other than a minor traffic violation? Yes ☐ No ☒
If yes, please give details. _____

Do you currently hold any elected or appointed office or commission? Yes ☐ No ☒
If yes, please list _____

Have you previously held any elected or appointed office or commission? Yes ☐ No ☒
If yes, please list _____

Have you ever been fined for an ethics violation? Yes ☐ No ☒
If yes, please explain: _____

Have you ever been subject to penalty relating to a violation of State ethics standards? Yes ☐ No ☒
If yes, please explain: _____

Are you current in payment of your Greenville County and/or Laurens County property taxes? Yes ☒ No ☐

Statement of Agreement and Understanding

By my signature, I attest all information contained in this application is true and accurate to the best of my knowledge;

I understand it is my responsibility to insure my application is submitted within the application period and that it has been received by the City Council office;

I understand my appointment to the board for which I am applying will not result in me receiving any compensation for my service;

Signature Bryan Robinson Date 11/28/23

Please return this completed form to Fountain Inn City Hall for consideration.



Application for Service
City of Fountain Inn - Boards and Commissions

Name: Avis Kelley Home Phone: 864-201-5677

Home Address: 102 Woodland Dr Zip: 29644

Mailing Address (If different): 102 Woodland Dr. Ft. Inn, SC.

E-Mail Address: avis.kelley59@yahoo.com

Board/Commission Preference: _____

City of Fountain Resident: ☒ Yes ☐ No County: _____

City Ward (Please Circle One) 1 2 3 4 5 6 Mayor

Daytime/Business Telephone Number: 864-201-5677

Business/Firm: _____

Business Address: _____ Zip: _____

Position/Occupation: _____

How did you hear of City Boards and Commissions? ☒ City Staff ☐ City Council Member
Other _____

Background information you consider important to this application (including education, family, civic interest/organizations, etc.) Order of Easternstars.

Reasons for wanting to serve on a City Board/Commission: I want to be a part and watching the growth of the city.

List any governmental Boards/Commission on which you are currently serving on or have served on in the past:

Please read carefully the following statement before signing: I am willing to devote the time necessary to carry out the responsibilities and requirements of serving on a City of Fountain Inn Board/Commission.

Signature: Avis Kelley

Date: Oct. 20, 2020

RETURN APPLICATION AND/OR RESUME TO:

Clerk of Public Works • City of Fountain Inn • 315 North Main Street • Fountain Inn, SC 29644



Fountain
Inn

Application for Service
City of Fountain Inn - Boards and Commissions

Name: AT Dearybury Home Phone: 864-409-2254

Home Address: 117 Fountainbrook Ln Zip: 29644

Mailing Address (If different): _____

E-Mail Address: anjeanette1@charter.net

Board/Commission Preference: BZA

City of Fountain Resident: ☒ Yes ☐ No County: Laurens

City Ward (Please Circle One) 1 2 (3) 4 5 6 Mayor

Daytime/Business Telephone Number: 864-607-4645

Business/Firm: Carol Simpson Law Offices

Business Address: 47 Greenland Dr Ste A Zip: 29615

Position/Occupation: office manager

How did you hear of City Boards and Commissions? ☒ City Staff ☐ City Council Member
Other _____

Background information you consider important to this application (including education, family, civic interest/organizations, etc.) served on City Council

Reasons for wanting to serve on a City Board/Commission: want to continue to serve in some capacity

List any governmental Boards/Commission on which you are currently serving on or have served on in the past:
President of Fountainbrook HOA & member of board 2016-2021
Foster Care Review Board,

Please read carefully the following statement before signing: I am willing to devote the time necessary to carry out the responsibilities and requirements of serving on a City of Fountain Inn Board/Commission.

Signature: AT Dearybury Date: 12/8/2021

RETURN APPLICATION AND/OR RESUME TO:

Clerk of Public Works • City of Fountain Inn • 315 North Main Street • Fountain Inn, SC 29644



For Office Use ONLY

This application is a: New Appointment ☐

Reappointment ☐

Council Ward: 5

Attendance Record: _____

CITY OF FOUNTAIN INN BOARD AND COMMISSION APPLICATION for Planning Commission and Board of Appeals

Name of Board or Commission to which you are applying: Planning Commission or Board of Zone Appeals

An individual may only apply to serve on one board or commission during any election cycle.

Mr. ☐ Mrs. ☒

Ms. ☐ Dr. ☐ Name: Leah Morgan

Home Address: 107 Cannon Ave City: Fountain Inn Zip: 29644

County: Greenville Email Address: leah.morgan@sodexo.com

Home Phone: 817-235-3955 Work Phone: 864-531-9399 Other: _____

Occupation: Senior Manager, Customer Success Systems Employer: Sodexo

School attended: Hardin-Simmons University

Highest degree earned: MBA Field of Study: Business Administration

Volunteer Experience (Please list and describe): Several church volunteer positions such as children's ministry, photography, and community-driven events such as serving at the women's shelter.

Describe your understanding of the position for which you are applying.

The planning commission board is a group of appointed volunteers who review and approve various land use and development proposals. The main focus is to ensure proposals are consistent with zoning ordinances, comprehensive plans, regulations, etc. The goal is to consider and continuously plan for Fountain Inn's social, physical and economic development for now and the future.

What specific skills do you believe you could contribute as a member of this board or commission?

My day job consists of implementing and managing knowledge management systems at a global scale for four years. I have various proposal development certifications as well as a MBA and am passionate about helping others succeed. I think my corporate experience will contribute to balancing the interests of the public, applicants and the environment. It is an honor to live here and participate in Fountain Inn's magical community. I look forward to the opportunity to serve and foster Fountain Inn's character and identity.

Have you ever attended a meeting of this board or commission? Yes ☐ No ☒

Are you available to meet at the regularly scheduled date and time of the board or commission meetings? Yes ☒ No ☐

Do you or your family or business(es) regularly have dealing(s) with the board/commission? Yes ☐ No ☒
If yes, please explain: _____

Do you or any member of your immediate family receive direct services from this board? Yes ☐ No ☒
If yes, please explain: _____

Have you ever been convicted of a crime other than a minor traffic violation? Yes ☐ No ☒
If yes, please give details. _____

Do you currently hold any elected or appointed office or commission? Yes ☐ No ☒
If yes, please list _____

Have you previously held any elected or appointed office or commission? Yes ☐ No ☒
If yes, please list _____

Have you ever been fined for an ethics violation? Yes ☐ No ☒
If yes, please explain: _____

Have you ever been subject to penalty relating to a violation of State ethics standards? Yes ☐ No ☒
If yes, please explain: _____

Are you current in payment of your Greenville County and/or Laurens County property taxes? Yes ☒ No ☐

Statement of Agreement and Understanding

By my signature, I attest all information contained in this application is true and accurate to the best of my knowledge;

I understand it is my responsibility to insure my application is submitted within the application period and that it has been received by the City Council office;

I understand my appointment to the board for which I am applying will not result in me receiving any compensation for my service;

Signature Leah Morgan Date October 31st, 2023

Please return this completed form to Fountain Inn City Hall for consideration.



For Office Use ONLY

This application is a: New Appointment ☐

Reappointment ☐

Council Ward: 6

Attendance Record: _____

CITY OF FOUNTAIN INN BOARD AND COMMISSION APPLICATION for Planning Commission and Board of Appeals

Name of Board or Commission to which you are applying: Board of Zoning and Appeals
An individual may only apply to serve on one board or commission during any election cycle.

Mr. ☒ Mrs. ☐
Ms. ☐ Dr. ☐

Name: Joseph Tyler Henderson

Home Address: 605 N Main Street City: Fountain Inn Zip: 29644

County: Greenville Email Address: hendersontyler72@yahoo.com

Home Phone: (803) 627-4650 Work Phone: _____ Other: _____

Occupation: Welder/Fitter & Landscaping/ Employer: General Electric

School attended: YCHS, SMC, Greenville Tech ^{Home Reno.}

Highest degree earned: Associate Field of Study: Business & Welding

Volunteer Experience (Please list and describe): _____

Describe your understanding of the position for which you are applying.

The BZA hears and decides appeals and interprets provisions for applicants that present a challenge to/for the city's decisions/requirements

What specific skills do you believe you could contribute as a member of this board or commission?

I have been around building and construction my entire life. I was a surveyor for 2 years at Woods and Asst. in York, SC. 4 years of CAD experience.

Have you ever attended a meeting of this board or commission?

Yes ☒ No ☐

Are you available to meet at the regularly scheduled date and time of the board or commission meetings?

Yes ☒ No ☐

Do you or your family or business(es) regularly have dealing(s) with the board/commission?
If yes, please explain: _____

Yes ☐ No ☒

Do you or any member of your immediate family receive direct services from this board?
If yes, please explain: _____

Yes ☐ No ☒

Have you ever been convicted of a crime other than a minor traffic violation?
If yes, please give details. _____

Yes ☐ No ☒

Do you currently hold any elected or appointed office or commission?
If yes, please list _____

Yes ☐ No ☒

Have you previously held any elected or appointed office or commission?
If yes, please list _____

Yes ☐ No ☒

Have you ever been fined for an ethics violation?
If yes, please explain: _____

Yes ☐ No ☒

Have you ever been subject to penalty relating to a violation of State ethics standards?
If yes, please explain: _____

Yes ☐ No ☒

Are you current in payment of your Greenville County and/or Laurens County property taxes?

Yes ☒ No ☐

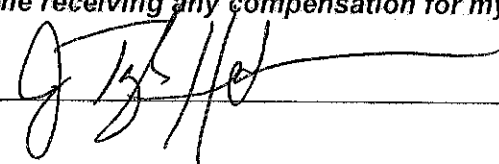
Statement of Agreement and Understanding

By my signature, I attest all information contained in this application is true and accurate to the best of my knowledge;

I understand it is my responsibility to insure my application is submitted within the application period and that it has been received by the City Council office;

I understand my appointment to the board for which I am applying will not result in me receiving any compensation for my service;

Signature



Date 10/30/2023

Please return this completed form to Fountain Inn City Hall for consideration.



For Office Use ONLY

This application is a: New Appointment ☐

Reappointment ☐

Council Ward: 5

Attendance Record: _____

CITY OF FOUNTAIN INN BOARD AND COMMISSION APPLICATION for Planning Commission and Board of Appeals

Name of Board or Commission to which you are applying: BOARD OF ZONING APPEALS
An individual may only apply to serve on one board or commission during any election cycle.

Mr. ☒ Mrs. ☐
Ms. ☐ Dr. ☐

Name: JAMES L. EBERHART (LARRY)

Home Address: 211 ALYSSA LANDING DR City: FOUNTAIN INN Zip: 29644

County: LAURENS Email Address: james.l.eberhart@gmail.com

Home Phone: _____ Work Phone: _____ Other: 864 906 7599

Occupation: BUSINESS DEVELOPMENT Employer: REEVES YOUNG

School attended: ROBINSON SECONDARY / KETTERING UNIVERSITY

Highest degree earned: BSME Field of Study: MECH. ENG.

Volunteer Experience (Please list and describe):
RICHLAND COUNTY SHERIFF - RESERVE DEPUTY
AMERICAN CANCER SOCIETY - MEN WEAR PINK CO CHAIR

Describe your understanding of the position for which you are applying.

BOARD REVIEWING APPEALS TO ZONING APPLICATIONS/INFRACTIONS

What specific skills do you believe you could contribute as a member of this board or commission?

ACTIVE IN THE COMMUNITY
UNDERSTAND DEVELOPMENT AND CONSTRUCTION

Have you ever attended a meeting of this board or commission?

Yes ☐ No ☒

Are you available to meet at the regularly scheduled date and time of the board or commission meetings?

Yes ☒ No ☐

Do you or your family or business(es) regularly have dealing(s) with the board/commission?
If yes, please explain: _____

Yes ☐ No ☒

Do you or any member of your immediate family receive direct services from this board?
If yes, please explain: _____

Yes ☐ No ☒

Have you ever been convicted of a crime other than a minor traffic violation?
If yes, please give details. _____

Yes ☐ No ☒

Do you currently hold any elected or appointed office or commission?
If yes, please list _____

Yes ☐ No ☒

Have you previously held any elected or appointed office or commission?
If yes, please list _____

Yes ☐ No ☒

Have you ever been fined for an ethics violation?
If yes, please explain: _____

Yes ☐ No ☒

Have you ever been subject to penalty relating to a violation of State ethics standards?
If yes, please explain: _____

Yes ☐ No ☒

Are you current in payment of your Greenville County and/or Laurens County property taxes?

Yes ☒ No ☐

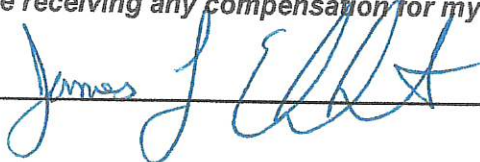
Statement of Agreement and Understanding

By my signature, I attest all information contained in this application is true and accurate to the best of my knowledge;

I understand it is my responsibility to insure my application is submitted within the application period and that it has been received by the City Council office;

I understand my appointment to the board for which I am applying will not result in me receiving any compensation for my service;

Signature



Date

10/23/23

Please return this completed form to Fountain Inn City Hall for consideration.

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

To: Mayor and Members of City Council
From: Shawn M. Bell, City Administrator

December 1, 2023

Regular City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** December 1, 2023**Ordinance/Resolution Caption:** An ordinance to amend the official zoning Map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the property described in this ordinance (407 North Main Street).**Summary Background:**

Z-2023-7 would rezone one parcel at 407 North Main Street, Tax Map Number 0344000200600 from R-15, Residential District to POD, Planned Office District.

The site was established as a medical office before the City of Fountain Inn adopted zoning (R-15 Residential District). It remained a medical office until the site became vacant in 2017. The applicant intends to purchase the property and re-establish the site as a medical office for his veterinary business. The applicant stated the business would operate as an office for medical treatment only, with no after-hours service and no boarding of animals. Medical offices are not allowed in the R-15, Residential Zoning District, but are allowed in the POD, Planned Office District.

The POD district is established to accommodate office development that is found to be compatible with surrounding physical development. Uses permitted in this district are limited to office and research facilities and shall not include any use engaged in retail sales or the stocking and storage of merchandise.

On November 2, 2023, the City of Fountain Inn Planning Commission voted (4-0) in favor of rezoning the property to POD, Planned Office District, with the following condition:

- The applicant provides a site plan for planning staff to review, including a landscape plan demonstrating appropriate buffer and screening along all property lines adjacent to residential lots.

Impact If Denied: The site would remain vacant and in a state of disrepair.**Impact If Approved:** The site would become active with improvements to the building, parking lot, lighting, and landscape. A second veterinary business would be established in Fountain Inn providing a much-needed service to the community.**Financial Impact:** No negative financial impact has been identified.

AN ORDINANCE

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
FOUNTAIN INN, SAID AMENDMENT FOR THE PURPOSE OF
CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY
DESCRIBED IN THIS ORDINANCE (407 NORTH MAIN STREET).

WHEREAS, the City of Fountain Inn received a petition for re-zoning of the real property described herein; and

WHEREAS, the Fountain Inn Planning Commission conducted a public hearing on the re-zoning petition and after duly considered same and the receiving a staff report voted to recommend the approval of the re-zoning request from R-15: Residential District to POD: Planned Office District;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Fountain Inn, South Carolina:

SECTION 1: That the real property referred to herein is described fully in Docket Number PZ-2023-013 and is located at 407 North Main Street, containing approximately 0.47 acres Greenville County Tax Map 0344000200600, located in the City of Fountain Inn, South Carolina and more fully described on Exhibit A attached hereto and made a part hereof by reference.

SECTION 2. The Property is hereby rezoned from R-15: Residential District to POD: Planned Office District.

SECTION 3. This Ordinance shall be effective upon second and final reading by the City Council.

DONE IN REGULAR MEETING DECEMBER 1, 2023.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

First Reading: November 9, 2023
Second Reading / Final Approval: December 1, 2023

EXHIBIT A



Fountain Inn Planning and Development
200 North Main Street
Fountain Inn, SC 29644
Office: 864.409.3334

TO: Mayor and City Council
Planning Commission

FROM: Planning and Development Department

RE: PZ-2023-013

APPLICANT: Logan McCraw for Dobson Rentals LLC

PROPERTY LOCATION: 407 North Main Street

PIN/TMS#(s): 0344000200600

EXISTING ZONING: R-15, Residential District

REQUESTED ZONING: POD, Planned Office District

PROPOSED LAND USE: Medical Office (Veterinary)

ACREAGE: 0.43

COUNCIL WARD: 6 - Blackstone

EXISTING LAND USE: Vacant - Medical Office

**AREA
CHARACTERISTICS:**

Direction	Zoning	Land Use
North	R-15	Single-Family Residential
East	R-15, POD	Single-Family Residential, Office
South	R-15	Single-Family Residential
West	R-15	Single-Family Residential

WATER AVAILABILITY: Greenville Water

SEWER AVAILABILITY: City of Fountain Inn

**Fountain Inn Master
Plan CONFORMANCE:**

The subject property is part of the Fountain Inn Master Plan, where it is designated as *Medium-Low Density Residential*. **Please refer to the Future Land Use Map at the end of the document. **

ROADS AND TRAFFIC:

The property is located on the corner of North main Street and Craig Street. North Main Street is a four-lane State-maintained arterial road. Craig Street is a two-lane State-maintained local road. The parcel has approximately 122 feet of frontage along North Main Street and approximately 170 feet of frontage on Craig Street. There are sidewalks along both street frontages.

Location of Traffic Count	Distance to Site	2017	2019	2021
North Main Street	3,136' NW	8,900	9,900 +10%	10,300 +3.88%

**CULTURAL AND
ENVIRONMENTAL:**

No floodplain is present on the site. There are no known historic or cultural resources on the site. Two schools are located within one mile of the site: Fountain Inn Elementary and Fountain Inn High School.

CONCLUSION:

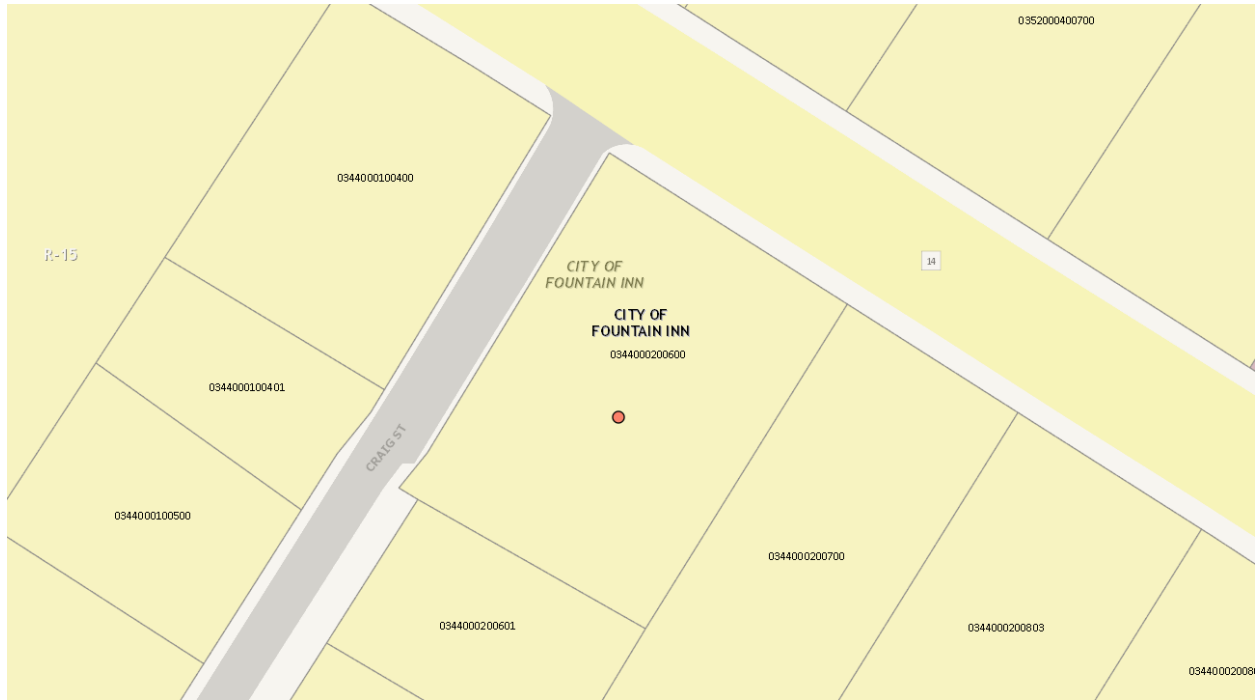
The subject parcel, zoned R-15, Residential District is located along North Main Street, a two-lane State-maintained arterial road. The Fountain Inn Master Plan designated the parcel as *Medium- Low Density Residential*. Although the Master Plan does not identify medical office as a use for this property, the site was occupied as a medical office for many years before becoming vacant the past several years. The request is to rezone to POD, Planned Office District, a district that would allow the continuance of the prior use of the medical office. The subject parcel is located near two other parcels zoned POD. The applicant is proposing upgrades to the site to include parking, landscaping, and lighting. Staff is of the opinion that a successful rezoning to POD, Planned Office District, is consistent with the current site configuration, and surrounding physical environment.

STAFF**RECOMMENDATION:**

Based on these reasons, staff recommends approval of the requested rezoning to POD Planned Office District.

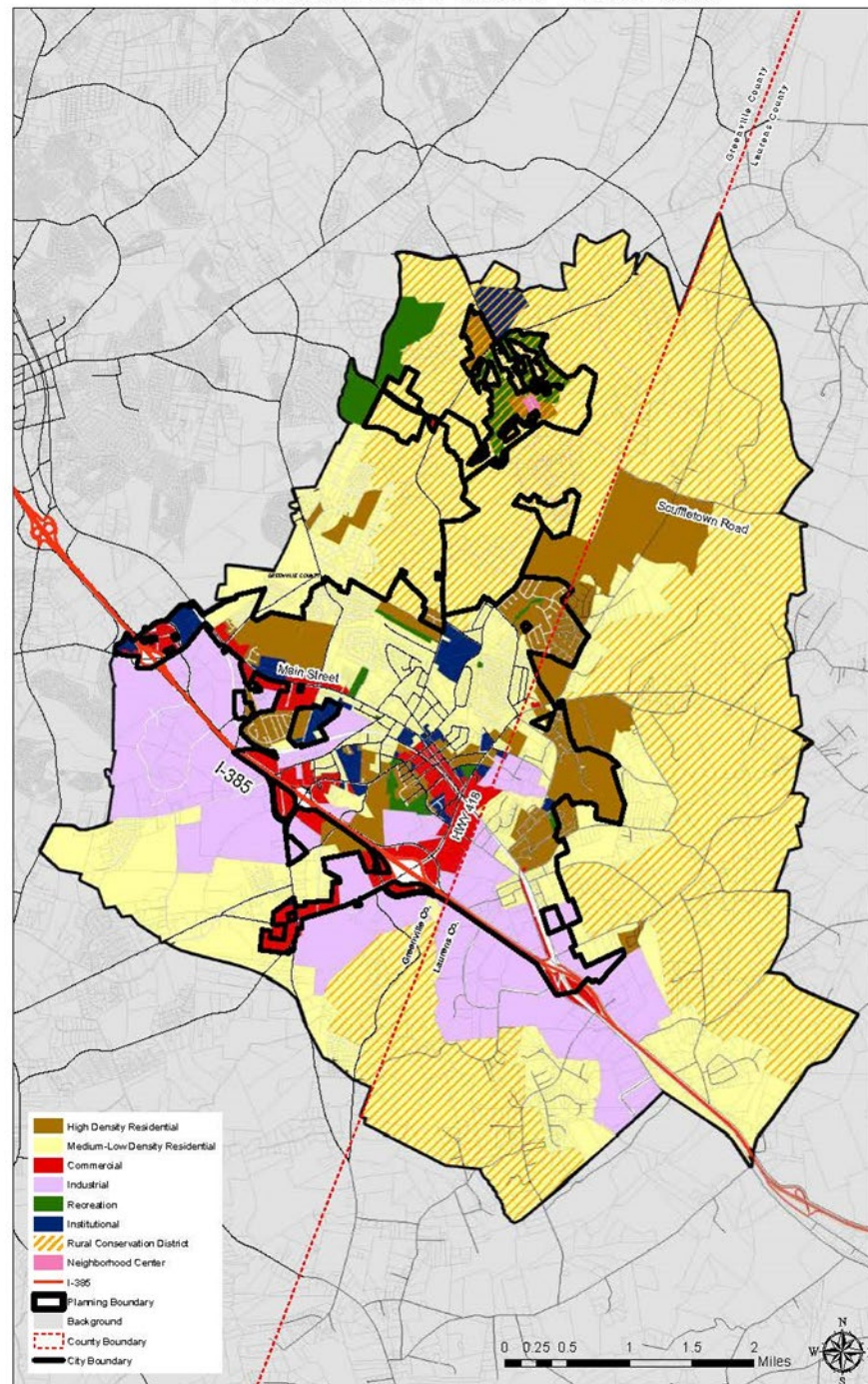


Aerial Photography



Zoning Map

Fountain Inn Future Land Use



Fountain Inn Master Plan, Future Land Use Map



FOUNTAIN INN

est 1886

CITY OF FOUNTAIN INN APPLICATION FOR REZONING

Owner Allison Dobson

1. I (We) Allison Dobson / Logan McCraw Agent N/A

2. Of 125 Club Drive
 Simpsonville SC 29681 864-270-1275
 City State Zip Telephone

Do hereby petition for a variance of the zoning ordinance of Fountain Inn, South Carolina

3. By varying from R-15 to Planned Office District

4. the property located at 407 N Main St.

and having frontage(s) along bordering streets as follows:

North Main + Craig Street

5. containing 0.47 acres more or less and being lot(s) 407, block 400
 as shown on the Greenville and Laurens County Tax Maps.

6. This property is more specifically described by a metes and bounds description attached hereto,
 and as shown on attached plat on tax map.

7. Name of owner(s) of each lot is as shown on a certificate of ownership from the Greenville and
 Laurens County Tax Coordinator's office attached hereto.

8. Receipt(s) of notice(s) that were sent by certified mail to owners who are not co-signers of petition
 is attached hereto.

9. The filing fee of _____ is attached hereto. (call 862-7233)

10. Signatures of owner(s) Allison B. Dobson

By _____ Agent

125 Club Drive, Simp. SC
 Address

864-270-1275

Telephone

29681

APPLICATION FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE

Proposed Development of 407 N. Main St

About us

- Dr. Logan McCraw, DVM and Samantha McCraw together we own and operate McCraw Veterinary Medicine L.L.C.
- The McCraw family comes from a rich history of business owners and community servants here in Fountain Inn. Starting with my great grandfather, Arthur Edwin Green, who ran a service station after serving in the U.S. Army. Ed Green was also the mayor of Fountain Inn from 1950 - 1960. Continuing with Deaver Dayton McCraw who was the pastor of Fountain Inn First Baptist Church for 21 years. Furthermore, my grandfather Joe McCraw followed suit with a NAPA auto parts store and service center on the corner where CVS currently sits. He was followed by my father and uncle who brought Burdette's Hardware to Fountain Inn in 1991. This location is currently owned and operated by my brother and his wife, Connor and Dusti McCraw. Last, but not least my cousin Hayley Dye, previously Hayley McCraw now owns Cakes to Dye For here in Fountain Inn.

The Site

- The location we intend to rezone is 407 N. Main Street. This property is currently vacant and has been since 2017. Prior to this vacancy the property was the medical office of Dr. Maynard William Bland. Dr. Bland was a general practitioner who served the residents of Fountain Inn for many years until his passing in 2017.

The Plan

- Our intention is to rezone this property as Planned Office District (POD), in order to bring a Veterinary Medical Office to Fountain Inn. We believe this zoning classification is beneficial for the surrounding residents and should allow for this medical clinic to be revitalized and begin serving the needs of residents once again, but in a different capacity.
- The Current acceptable uses listed under POD include
 - Banks or similar financial institutes
 - Business incubator centers
 - Care Facilities
 - Child/adult
 - Day care
 - Nursing care
 - Dwelling
 - Gunsmith
 - Medical Clinic
 - Offices
 - Business
 - Medical

- Charitable
- Special Exceptions include
 - Government facilities and operations
 - Civil facilities
 - Home occupation
 - Post office
 - Recreation - community area, public or private
- Based on the list of permitted uses, veterinary medicine should be classified under medical clinic / medical office. There is no current definition of medical clinic / medical office that excludes veterinary medicine and with good reason. Veterinary medicine at its core functions as a branch of the public health system. Veterinary medicine helps prevent the spread of disease from animals to humans ranging from viral to parasitic and beyond. A visit to the vet is structured in the same way as a visit to the doctor; reception greets you, a nurse brings you and the patient into a private exam room and collects baseline vitals, the doctor comes in to discuss the medical problem, a treatment plan is designed and follow up visits are scheduled as needed.
- At this office there would be no boarding of patients, Hospitalizations will be limited to business hour stays for outpatient surgical procedures and minor outpatient procedures. Patients requiring 24 hour hospitalization will be stabilized and referred to a tertiary facility better equipped for their care.
- This medical office will operate during business hours only Monday - Friday, 8 am - 5 pm.
- This zoning classification would allow us to update the current site to meet code requirements, with very little change to the aesthetic look of main street.
- This zoning classification is also beneficial for the residential area surrounding the property because it lays out specific uses for the property all of which would hold reasonable business hours. As opposed to C2 or S1 which both carry a vast array of business that can be conducted under those zoning classification, some of which are not appropriate for the site's location.

Zoning Requirements

- The existing site provides an excellent canvas for meeting Planned Office District standards. The changes needed to meet POD requirements would not drastically alter the aesthetic of Main Street, only enhance it.
- Parking
 - We will update the current parking and meet all parking requirements as the existing site allows.
- Signage
 - All requirements will be met as the plans for the signs will be professionally drawn/installed and will be approved by the city prior to installation.
- Landscaping
 - Screening between residential properties and the current location will be drawn up, approved and installed as appropriate based on POD guidelines.

- Appropriate walkways from parking to front entrance will be installed and landscaped in accordance to POD guidelines.
- Trash Pick up: A dumpster will be installed but not be visible to the public eye in accordance with POD guidelines to maintain the aesthetic of Main Street.
- Lighting
 - The current site will allow for wall mounted cut-off lighting that will face down on the parking lot only as listed current POD guidelines as to not disturb surrounding residential properties.

Rationale

- The reasoning behind bringing a second veterinary office to Fountain Inn is two fold. The main reason is due to the massive demand for veterinary medicine from local residents. As we have all seen, there has been an explosion of growth in Fountain Inn and with the influx of residents and pets an apparent need in infrastructure has been revealed. Currently, Fountain Inn has one veterinary clinic, who does a great job serving the residents to the best of their ability. Unfortunately they are unable to fully meet the demand, due to sheer volume of patients. Many patients are being referred to facilities in Mauldin and Greenville for services because current bookings are 4-6 weeks out. By starting a second clinic in Fountain Inn we can provide these services locally rather than referring to neighboring cities. The second reason is one that is important to my family and I. We could easily find a location in a neighboring city and start this veterinary clinic elsewhere, but Fountain Inn is home to us. We have a deep history in this city with multiple generations serving in Fountain Inn and having the opportunity to provide a critical service in Fountain Inn has been a lifelong goal.

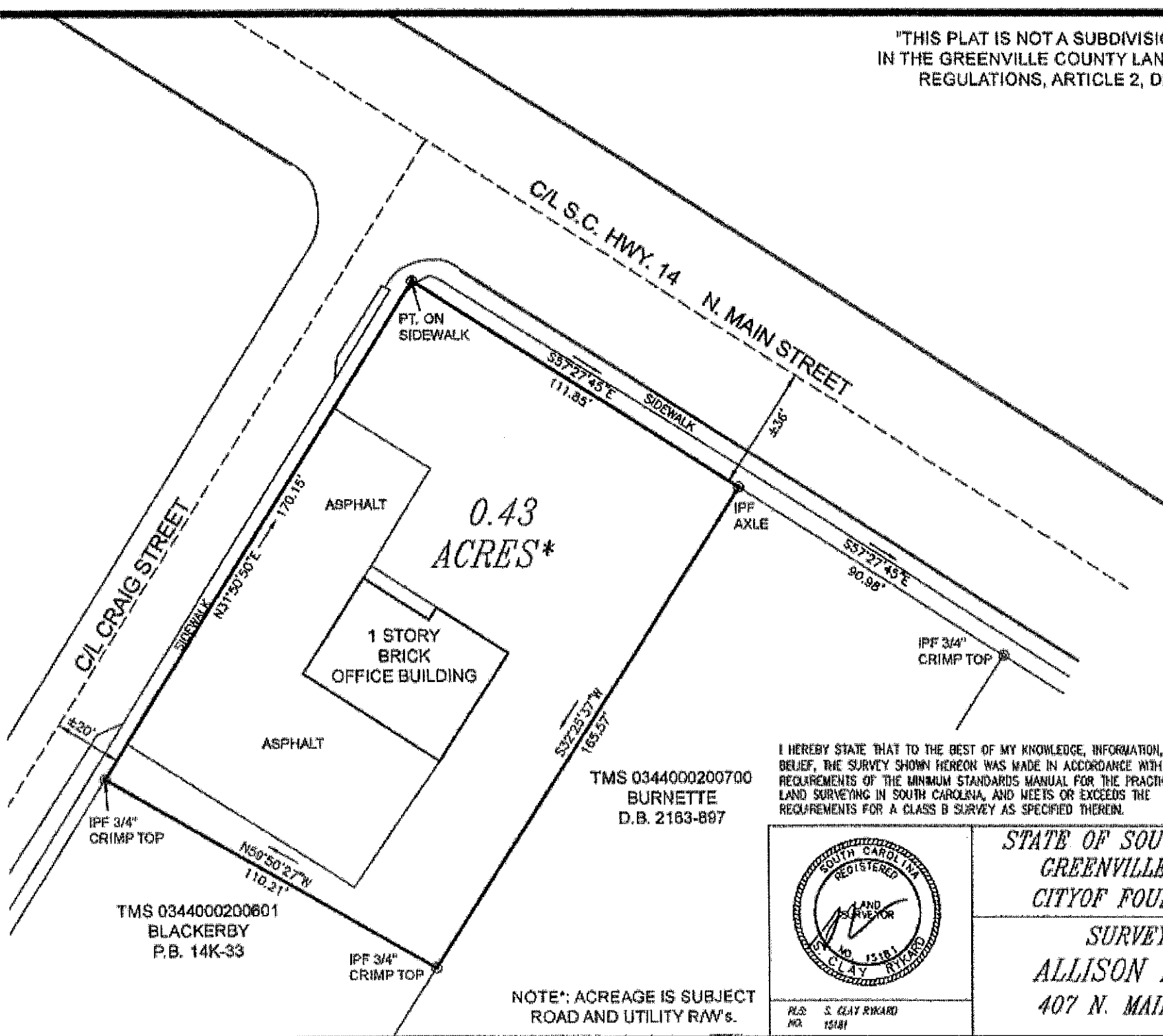








"THIS PLAT IS NOT A SUBDIVISION AS DEFINED
IN THE GREENVILLE COUNTY LAND DEVELOPMENT
REGULATIONS, ARTICLE 2, DEFINITIONS."

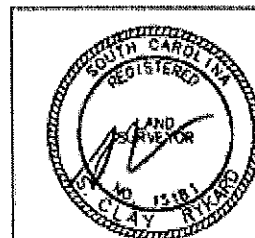


I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

0' 30' 60'
SCALE 1" = 30'

TMS 0344000200700
BURNETTE
D.B. 2163-897

TMS 0344000200601
BLACKERBY
P.B. 14K-33



PLS. S. CLAY RYKARD
NO. 15181

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
CITY OF FOUNTAIN INN

SURVEY FOR
ALLISON DOBSON
407 N. MAIN STREET

RYKARD
LAND S.
P.
LAUREL
(26)
2016

NET. FIELD BOOK
TAX MAP
PARTY CHECK
DRAWN
DATE
DWG. NO.

NOTE*: ACREAGE IS SUBJECT
ROAD AND UTILITY R/W's.

Section 5:9.2. POD, planned office district.

5:9.2.1. POD, Planned office district, Intent. This district is established to accommodate office development that is found to be compatible with surrounding physical development. Uses permitted in this district are limited to office and research facilities, and shall not include any use engaged in retail sales or the stocking and storage of merchandise.

5:9.2.2. Criteria to consider when rezoning property POD:

- A. Approval of the POD zoning classification must not alter the existing development patterns within the area;
- B. It should be determined that POD district is the appropriate office district compatible with surrounding physical development;
- C. The POD use must not put any undue burden on existing streets or utilities;
- D. Wherever possible, group development should be encouraged at intersections in an effort to concentrate POD uses and discourage sprawl and strip development;
- E. The POD zone shall be located on a collector or an arterial street.

5:9.2.3. POD, Planned Office Development, permitted uses.

Banks or similar financial institutions

Business incubator centers

Care facilities

Child/adult care centers

Day care centers

Day care centers in a church

Nursing care facility

Dwelling

Accessory, temporary

Multiple family

Single-family detached

Zero lot line

Gunsmith

Medical clinic

Offices

Business

Medical

Charitable

5:9.2.4. Uses permitted by special exception for POD districts.

Governmental facilities and operations

Civic facilities

Home occupation

Post office

Recreation—Community area, public or private

5:9.2.5. Prohibited uses. Mini storage units, taverns, drive-in restaurants, sexually oriented businesses, night clubs, video poker, tattoo parlors, body piercing, and package liquor stores are prohibited uses.

5:9.2.6. Height limitation. No structure shall exceed a height of 35 feet, but no more than 30% higher than average building height for adjacent buildings.

5:9.2.7. Dimension requirements.

5:9.2.7-1. Front setback. All buildings and structures shall be set back from all street rights-of-way not less than 15 feet.

5:9.2.7-2. Side setback. No building shall be located closer than ten feet to a side lot line.

5:9.2.7-3. Rear setback. No building shall be located closer than 20 feet to a rear lot line.

5:9.2.8. Relationship of buildings to lots. One or more principal structures may be permitted on a single lot.

5:9.2.9. Off-street parking. No parking area to be located along frontage, or otherwise between building and road. Pedestrian access points will connect adjacent parking lots with pedestrian walkways and in accordance with the standards in [Section] 5:9.8.4, Pedestrian Flows.

Off-street parking requirements shall be provided in accordance with Section 19:9, Off-Street Parking.

5:9.2.10. Off-street loading. Off-street loading shall be provided in accordance with the provisions set forth in Section 19:11, Off-Street Loading located below.

5:9.2.11. Signs. Identification signs and business signs are allowed subject to review by the Planning Commission and provisions set forth in Article 6. No signs shall have flashing lights or movable display parts. The sign appearance should blend in with the residential character of the surrounding neighborhood.

Freestanding signs for single tenant commercial, office and residential uses shall meet the following requirements:

- A. Sign shall not exceed six (6) feet in height as measured above grade.
- B. Maximum sign face dimension shall be thirty-five (35) square feet.
- C. Maximum height for a group sign is twelve (12) feet and a maximum sign face dimension shall be eighty (80) square feet.
- D. Facade mounted signs shall not exceed 10 percent of the area of the facade upon which they are placed, with the maximum size of any one sign limited to fifty (50) square feet.

5:9.2.12. Screening and landscaping. Screening and landscaping are subject to the provisions in Section 5:11 - Landscaping Buffer Yards and Detention Ponds, Section 19:10 - Landscaping of Parking Area, and Section 7:13 - Commercial Design Standards.

A screening and landscaping plan shall be approved by the city planning commission. Screening shall be provided along the side and rear property lines. Landscaping shall be provided along street frontages. Natural landscaping may be counted toward this requirement.

5:9.2.13. Lighting standards. In addition to the provisions set forth in the Commercial Design Standards Section 7:13, lighting of horizontal tasks such as roadways, sidewalks, entrances and parking areas, fixtures shall meet IESNA "full-cutoff" (no light output above 90 degrees at any lateral angle around the fixture). Fixtures shall not be mounted in excess of sixteen (16) feet above finished grade. All other outdoor lighting such as floodlights and

spotlights shall be aimed, located, designed, fitted and maintained so as not to present a hazard to drivers or pedestrians by impairing their ability to safely traverse and so as not to create a nuisance by projecting or reflecting objectionable light skyward, onto a neighboring property or onto a public roadway. Flashing lights are prohibited.

5:9.2.14. Pedestrian access. In addition to the provisions set forth in the Commercial Design Standards Section 7:13, pedestrian sidewalks and/or pathways must be provided on the site and shall provide safe, all weather, efficient, and aesthetically pleasing means of on-site movement and shall be an integral part of the overall site design concept. Pedestrian pathway connections to parking areas, buildings, other amenities, residential areas, commercial areas, and between on-site and perimeter pedestrian systems shall be planned and installed wherever feasible. All pathways and sidewalks shall be a minimum of five (5) feet in width, and paved. Sidewalks are required along all roadways and road right-of-ways.

5:9.2.15. Off-street parking. Off-street parking requirements are subject to the provisions in Section 19:9 (see below). In addition parking shall be provided at the time of the erection of any building, or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats, or floor area; or before conversion from one type of use of occupancy to another, permanent off-street parking space in the amount specified by this section. Such parking space may be provided in a parking garage or properly graded and improved open space. All portions of the required space, which are paved, shall be marked in accordance with the standards contained herein. Lines shall be visibly marked with paint.

5:9.2.15-1. Design of parking areas. Parking shall be located solely in the side or rear yard areas and excluded from the area between the public right-of-way and the front face of the building. The planning commission may permit parking between the public right-of-way line and the front face of buildings when it can be demonstrated that no other alternative exists.

5:9.2.15-2. Landscaping of parking lots. Off-street parking lot landscaping shall be provided in accordance with the provisions set forth in [Section] 19:10, Landscaping of Parking Area (see below).

5:9.2.16. Design standards and architectural features. Non-residential building design in POD districts must follow the provisions set forth in Article 7:13, Commercial Design Standards.

5:9.2.17. Requirements for POD, office districts development and site plan review. This section lists the criteria by which POD, Planned Office Districts, are reviewed. Permitted uses must be in conformance with the zoning district requirements.

A site plan meeting the requirements of this section shall be reviewed and approved by the county planning commission staff prior to the issuing of permits (i.e., grading, encroachment, etc.). All site plan review approvals are valid for one year, whereupon if no permit has been issued, a new site plan review will be required. Provided, however, approved site plans for the zoning districts covered under this Section, POD, is subject to the provisions of the city's Vested Rights Ordinance.

5:9.2.17-1. Application for site plan review. All applications for development in POD, Planned Office Districts, shall be made to the office of the county planning commission. The application fee of \$75.00 shall accompany the application. The county planning commission staff shall provide the applicant or his designated representative with an adequate number of public notice plan review signs to allow the applicant or his designated representative to properly post and maintain on the property a notice of public hearing at least 15 days prior to the date of the city planning commission hearing. The city planning commission may authorize the planning staff to review and approve site plans. At the discretion of the planning staff or in the case of an appeal of the decision of the planning staff, the city planning commission will act on the application. In this case, the county planning commission staff shall submit a written review and recommendation of the application to the city planning commission. The city planning commission will evaluate the staff's recommendation in its consideration of the application. The city planning commission may impose additional or more restrictive requirements if it is determined that it is within the best public interest.

Before the planning staff makes a recommendation to the planning commission, it shall determine the following:

- A. That the spirit of the zoning district shall not be violated.
- B. That the proposed development will be in harmony with existing developments.
- C. That the proposed development will be a desirable addition to the physical pattern of the neighborhood.
- D. That the design be such that additional traffic will not be a burden on existing streets.
- E. That no adverse environmental impacts will be created by the proposed development.
- F. That the visual appearance of the development will be in harmony with the existing development.
- G. That the architectural character blends with the surrounding area.

5:9.2.17-2. Site plan submittal requirements. Two reproducible copies of the site plan meeting the requirements of this section must be submitted to the planning commission office. No building permit shall be issued until site plans have been reviewed and approved by the planning commission following the process outlined in this section.

In order to ensure proper and expeditious review, the site plan must meet the following criteria:

- A. The site plan must be drawn to a scale of not less than 100 feet to 1 inch by a registered engineer/surveyor of the state of South Carolina;
- B. A vicinity map, title block, scale, north arrow, site size, and property line survey;
- C. The location of any utility easements;
- D. The land use for every part of the site and the number of acres devoted to each use;
- E. The site's traffic circulation plan, including the location of curb cuts and points of ingress/egress, and also including the location and width of all streets, drives, medians, service areas, dumpster pads, entrances to parking areas, etc.;
- F. The site's parking plan, including all off-street parking, loading/unloading areas, and structures, and also including all parking spaces and their dimensions;
- G. Storm water management and sedimentation and erosion control plans, which must be submitted to the county soil and water conservation district;
- H. The site's sign plan, which includes all exterior signage of the development;
- I. The site's lighting plan, including the location, height, and type of all exterior light fixtures;
- J. If applicable, the location of all proposed nonresidential buildings or structures, their general exterior dimensions, and gross square footage;
- K. If applicable, the location of all proposed residential structures, their general exterior dimensions, the number of residential dwelling units by type, and the number of the bedrooms in each unit;
- L. If applicable, the site's pedestrian circulation plan, including the location of all sidewalks, paths, trails, etc., and the dimensions thereof;
- M. The screening and landscape plan for the site; including the location, size, and type of plant material;

-
- N. Specifications indicating the proposed treatment or improvements to all open space areas and the delineation of those areas proposed for specific types of developed recreational activities;
 - O. Elevations of proposed development; and
 - P. Perspective sketch indicating colors and materials of all structures and screening.

The applicant shall submit a report setting forth the characteristics of the proposed Neighborhood Commercial and Planned Office Districts including the following:

- 1. A statement addressing plans for all existing structures on the subject property, including but not limited to planned exterior renovations or demolition.
- 2. A statement addressing the architectural style of existing and proposed buildings.
- 3. A statement concerning the appearance, landscaping, screening, and maintenance of any proposed pond, lake, or retention pond contained in the development.
- 4. Any such information or descriptions as may be deemed reasonably appropriate for review.

5:9.2.18. Residential uses. Residential uses are permitted subject to the provisions in Section 5.1 and 5.2, residential districts and the following requirements:

- A. Residential dwelling units may be located in the same building as an office or commercial use permitted in the district;
- B. Maximum residential density is 10 units per acre based on the total project area.

5:9.2.19. Building and occupancy permit. No permits shall be issued for any building or occupancy until a development plan has been approved by the city planning commission.

5:9.2.20. Annual review. After a period of one year from the date of the POD application, the zoning administrator shall review and report the status of the approved POD development to the city council. If significant progress is not demonstrated at that time, the zoning administrator shall advise the city council of his findings.

(Ord. No. TX 2016-001, § 1(Att. 1), 8-11-16)

**CITY OF FOUNTAIN INN, SOUTH CAROLINA
ORDINANCE 2023-14**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY
OF A DEVELOPMENT AGREEMENT AND A LEASE AGREEMENT
RELATED TO ELLISON MILLS AND CITY PARKING; AND
PROVIDING FOR RELATED MATTERS.**

WHEREAS, the City understands The Mill at Fountain Inn, LLC, a South Carolina limited liability company (“Developer”) owns 100 Ellison Street, which is the site of the historic Ellison Flour Mill (“Property”);

WHEREAS, Developer has informed the City that Developer is renovating Property to provide for the restoration of three historic buildings to house a brewery, restaurant, common area, and greenspace (collectively, “Project,” all as more fully described in the substantially final of the Development Agreement, attached to, and incorporated in, this Ordinance as Exhibit A, “Development Agreement”);

WHEREAS, Developer has informed the City that Developer anticipates Project will result in an investment of approximately \$8,200,000 and the creation of approximately 80-100 temporary, construction jobs, and, at completion, 50-70 new, full-time equivalent jobs;

WHEREAS, the City also understands Developer owns 303 Fairview Street, a portion of 307 Fairview Street, and 205-B Fairview Street, Fountain Inn (collectively, “Additional Parcels”);

WHEREAS, Developer has informed the City that Developer is developing Additional Parcels to provide for approximately 124 new parking spaces in the City (collectively, “Parking Lots”);

WHEREAS, City recognizes a need for additional public parking in and around the City’s central business district and desires to participate in the development of Parking Lots and the lease of Parking Lots for public parking, all as more fully described in the substantially final of the Ground Lease Agreement, attached to, and incorporated in, this Ordinance as Exhibit B, “Lease Agreement”;

WHEREAS, Developer has requested economic development assistance from the City with respect to the development of Parking Lots and the increase in the size of the water line existing on Ellison Street to an 8-inch line, which Developer has indicated to accommodate Project, and the City understands will permit future growth in the City (“Water Line Improvement”);

WHEREAS, after careful consideration of the costs and potential benefits, the City determines that, if completed, Project will have a positive impact on the City;

WHEREAS, the City now wishes to move forward with the matters described in this Ordinance;

NOW, THEREFORE, the Council ordains:

Section 1. *Incorporation of Findings.* The City hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

Section 2. *Development of Project.* The City Council approves the City’s participation in the economic development opportunity provided by Project, specifically including the provision of City funds for the Water-Line Improvement and the development of Parking Lots.

Section 3. *Lease of Parking Lots.* The City Council approves the City’s lease of Parking Lots from

Developer.

Section 4. *Authorization and Approval of Form of Development Agreement and Lease Agreement.* The Development Agreement and the Lease Agreement are each authorized and approved. The form of the Development Agreement and the Lease Agreement presented at this meeting attached, respectively, as Exhibit A and Exhibit B, are approved, and each provision is incorporated in this Ordinance by reference as if the Development Agreement and the Lease Agreement were set out in this Ordinance in their entirety. The City Administrator and the City Clerk, are each authorized, empowered, and directed to execute, acknowledge, and deliver the Development Agreement and the Lease Agreement in the name of and on behalf of the City, and to cause the executed Development Agreement and the Lease Agreement to be delivered to Developer. Neither the Development Agreement nor the Lease Agreement shall be substantively changed in any way that would be materially adverse to the City.

Section 5. *Authorization for City Officials to Act.* The City Administrator and the City Clerk, for and on behalf of the City, are each authorized and directed to do each thing that is reasonably necessary and prudent, including the execution of additional documents related to the documents and transactions contemplated by this Ordinance, to effect the development of Property and lease of Parking Lots, the execution and delivery of the Development Agreement and the Lease Agreement and the performance of all obligations of the City under and pursuant to this Ordinance, the Development Agreement, and the Lease Agreement.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following second reading.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF FOUNTAIN INN, SOUTH CAROLINA

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

First Reading: October 12, 2023
Second Reading / Final Approval: December 1, 2023

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF DEVELOPMENT AGREEMENT
[ATTACHED]

This DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the day of November 9, 2023 (the “Effective Date”) by and between THE CITY OF FOUNTAIN INN, a political subdivision of the State of South Carolina (hereinafter the “City”); and THE MILL AT FOUNTAIN INN, LLC, a South Carolina limited liability company (hereinafter the “Developer”). The City and Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties”.

RECITALS

WHEREAS, the Developer is the owner of that certain piece, parcel, or tract of real property with improvements thereon located in the County of Greenville and City of Fountain Inn, South Carolina and described as 100 Ellison Street, Fountain Inn, South Carolina 29644 and having the Tax ID 0346000200300 and more particularly described in **Exhibit A**, attached hereto and incorporated herewith by reference. Such property is the site of the historic Ellison Flour Mill and is currently being renovated by the Developer with the project being known as the “**The Mill at Fountain Inn**” and as generally shown on the development plan attached hereto as **Exhibit B** and incorporated herewith by reference (the “Development Plan”).

WHEREAS, the Developer is also the owner of those certain pieces, parcels or tracts of real property located in the County of Greenville and City of Fountain Inn, South Carolina and described as follows:

- A. Parcel 1: 303 Fairview Street, Fountain Inn, South Carolina 29644 and having the Tax ID: 0345001000900 (“**303 Fairview Street**”);
- B. Parcel 2: P/O of 307 Fairview Street, Fountain Inn, South Carolina 29644 and having the Tax ID: P/O 0345001000702 (“**307 Fairview Street**,” with 303 Fairview Street, collectively, “**City Leased Parking**”); and
- C. Parcel 3: 205-B Woodside Street, Fountain Inn, South Carolina 29644 and having the Tax ID: P/O 0345001000501 (“**205 Woodside Street**”).

Parcels 1, 2, and 3 are more particularly described in **Exhibit C-1**, **Exhibit C-2**, and **Exhibit C-3**, each attached hereto, and each incorporated herein by reference. In addition, Parcels 1, 2, and 3 are being developed by Developer to create +/- 124 new, parking spaces for the City and The Mill at Fountain Inn (the “**Parking Lot Parcels**”) and being more particularly shown on **Exhibit D-1**, and **Exhibit D-2**, each attached hereto, and each incorporated herein by reference (collectively, the “**Parking Improvements**”). City Leased Parking shall consist of +/- 43 new, parking spaces and be asphalt-paved. 205 Woodside Street shall consist of approximately +/-75 new, parking spaces and initially be graveled.

WHEREAS, The Mill at Fountain Inn and the Parking Lot Parcels shall hereinafter, be collectively referred to as the “**Project**” and the Developer is making an investment of approximately \$8,200,000 in the Project. Once finished, the Project will encompass 15,234 square feet, which is +/- 1.02 acres and will create +/- 124 new parking spaces for the Project and the City. During construction, there will be 80-100 jobs created and once The Mill at Fountain Inn is operational, an additional 50-70 jobs will be created.

WHEREAS, the Developer has requested certain economic development assistance from the City to the City, to assist Developer in the development of the Project, as well as, other items associated with The Mill at Fountain Inn, such as increasing a water line along Ellison Street to an 8-inch water line to accommodate the Project and other further growth in the City (the “**Water Line Improvement**”). See a

true and correct copy of the Water Line Agreement attached hereto as **Exhibit E** and incorporated herewith by reference.

WHEREAS, the City recognizes that the Project is an opportunity to secure quality planning and growth for this area of downtown and has determined that the Project will have a positive impact on the City.

WHEREAS, to stimulate and induce the development of the Parking Lot Parcels and the completion of the Project consistent with the Development Plan and the Exhibits hereto, the City has agreed, to provide the economic development incentives as described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, representations, agreements, and undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this Agreement, provided, however, the City makes no representation regarding the accuracy or completeness of any recital except insofar as a specific recital relates to something within the direct knowledge and/or control of the City.

2. **Relationship of the Parties.** This Agreement creates a contractual relationship between the parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of the Developer constitutes “state action” for any purposes.

3. **Intent of the Parties.** The City and the Developer agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them.

4. **Developer Contribution and Commitments.**

a. **Parking Lot Parcels.**

i. The Developer shall construct public, surface parking lots upon the Parking Lot Parcels consisting of approximately 124 spaces as shown on Exhibit D-1, and Exhibit D-2.

ii. The cost of design and construction of the Parking Improvements is estimated to be Seven Hundred Thirty Thousand, Nine Hundred Four and 00/100 Dollars (\$730,904) of which (a) Four Hundred Twenty-Six Thousand, Nine Hundred Sixteen and 00/100 Dollars (\$426,916) is associated with improvements to 205 Woodside Street and (b) Three Hundred Three Thousand, Nine Hundred Eighty-Eight and 00/100 Dollars (\$303,988) is associated with improvements to City Leased Parking, all as shown on the estimates attached hereto as **Exhibit F** and incorporated herewith by reference.

iii. The Parking Improvements shall be constructed in a manner to be consistent with the overall design intent of the conceptual plan set forth in Exhibit D-1, and Exhibit D-2 and in accordance with the City’s land use regulations. The design and construction of the Parking Improvements shall commence within thirty (30) days after this Agreement is signed by the parties. Subject to any delays attributable to the City, unforeseen site conditions, or a force majeure event, the Developer shall use commercially reasonable efforts to substantially complete the Parking Improvements on or before April 1, 2024.

iv. The Developer shall enter into a Ground Lease Agreement with the City that allows the City Leased Parking to be used by the City for the purposes as will be provided in that Ground Lease Agreement.

v. The Developer hereby reserves and shall reserve 205 Woodside Street for public-access parking.

b. Water Line Improvement.

i. The water line along Ellison Street shall be increased according to the Water Line Agreement attached hereto as Exhibit E.

ii. As of the date of this Agreement, all Water Line Improvements have been completed.

5. City Contribution and Commitments. The City commits to provide the economic development assistance to the Developer as follows:

a. Funds Contributed to the Project by the City.

Water Line Improvements	\$39,472.64
City Leased Parking Improvements	<u>Not to Exceed \$310,527.36</u>
TOTAL FUNDS NOT TO EXCEED	<u>\$350,000.00</u>

b. Payment of Funds by City.

i. Within fourteen (14) days of the Effective Date of this Agreement, the City shall submit to the Developer the above amount for the Water Line Improvements.

ii. Within fourteen (14) days of the Effective Date of this Agreement, the City shall submit Ten Percent (10%) of the total amount of the funds for the Parking Lot Improvements to the Developer.

iii. Within thirty (30) days of an entry of an approved permit for each Parking Lot Parcel, the City shall submit an additional Fifteen Percent (15%) to Developer for such Parking Lot Parcel.

iv. Upon completion of each Parking Lot Parcel, the City shall submit the remainder of funds for such Parking Lot Parcel.

6. Warranties and Representations of the Developer. The Developer represents and warrants as follows:

a. The Developer is duly authorized entity in good standing for purposes of conducting business in the State of South Carolina.

b. The Developer has the lawful right, power, authority, and capacity to sell the Property in accordance with the terms, provisions, and conditions of the Agreement.

c. There are no actions, suits or proceedings pending or, to the best of the Developer's knowledge, threatened against, by or affecting the Developer which affect title to the Properties, or which question the validity or enforceability of the Agreement or of any action taken by the

Developer under the Agreement, in any court or before any governmental authority, domestic or foreign.

d. The execution of and entry into the Agreement, and the performance by the Developer of the Developer's duties and obligations under the Agreement, are consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which the Developer is a party, any judicial order or judgment of any nature by which the Developer is bound, or the partnership agreement of the Developer; and the Agreement, and the covenants and agreements of the Developer under the Agreement, are the valid and binding obligations of the Developer, enforceable in accordance with their terms.

e. To the best of the Developer's knowledge, all information and data furnished by the Developer to the City with respect to the Property will be materially true, correct, and complete.

f. The Developer will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties, or covenants to be untrue or unperformed.

7. Warranties and Representations of the City.

a. The City has full power and authority to enter into this Agreement and to perform all of its obligations hereunder.

b. The execution of and entry into the Agreement, the execution and delivery of the documents and instruments to be executed and delivered by the City on the Closing Date, and the performance by the City of the City's duties and obligations under the Agreement, are consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which the City is a party, any judicial order or judgment of any nature by which the City is bound, or the partnership agreement of the City; and the Agreement, and the covenants and agreements of the City under the Agreement, are the valid and binding obligations of the City, enforceable in accordance with their terms.

c. All necessary actions will have been taken by the City pursuant to its operational documents authorizing and approving the execution of and entry into the Agreement, and the performance by the City of the City's duties and obligations under the Agreement.

d. THE OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION.

8. Timing of the Project. The parties agree to use their best efforts to meet the deadlines included in this Agreement but acknowledge that weather and acts of outside regulatory entities, including utilities, may delay the completion of the acts described herein. In the event of such delays, the parties agree to negotiate in good faith to reasonably extend said deadlines.

9. Default. A Party will not be in default under this Agreement unless such Party shall have been provided with a written notice in accordance with Section 11 herein, specifying the nature of such Party's breach or default of the terms and conditions of this Agreement, and the Party receiving such notice shall fail to cure such breach within thirty (30) days after receipt of such notice, or shall fail to commence to cure the breach within such period of time if the breach cannot, by its nature, be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the breach. Except as may be otherwise expressly provided in this Agreement a Party that has committed a breach, or is in default, under this Agreement shall forever protect, defend, indemnify and hold harmless the other Parties hereto from and against any and all liability and out-of-pocket costs and expenses (including, without

limitation, reasonable attorneys' fees and court costs) incurred by the non-breaching Parties as a result of or in connection with such breach or default prior to and until such time as such breach or default has been cured. The Parties hereto expressly acknowledge that the nature and purpose of this Agreement is such that money damages alone may not be an adequate remedy for any breach or default of its terms, and that equitable relief, such as specific performance or injunction, mandatory or otherwise, may be necessary in the event a Party fails to cure a breach or default of this Agreement.

10. Miscellaneous Provisions.

- a. Binding Effect.** The Agreement shall be binding on the parties and their successors and assigns.
- b. Captions.** Captions and headings throughout this Agreement are for convenience and reference only, and they shall not define, limit, modify, or add to the interpretation or meaning of any provisions of this Agreement or in any way affect the scope, intent, or effect of this Agreement.
- c. Severability.** The invalidity or unenforceability of any term, provision, clause, or portion thereof, of this Agreement shall in no way impair or affect the validity or enforceability of any other provision in this Agreement.
- d. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matters discussed herein, and no representations, inducements, promises, or agreements, oral or otherwise between the parties to this Agreement not embodied herein, shall be of any force and effect.
- e. Modifications and Amendment.** No modifications or amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing, and such amendment is executed by all of the parties hereto.
- f. Governing Law.** The Agreement shall be governed, interpreted, and construed under the substantive laws of the State of South Carolina.
- g. Time of Essence.** Time is of the essence in the performance of the terms and conditions of the Agreement. If any date set forth in the Agreement should fall on a Saturday, Sunday, or legal holiday, compliance with any obligation or delivery due on that date will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. In the Agreement, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In the Agreement, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.
- h. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one instrument.
- i. Electronic Signature.** Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.
- j. Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to subsequently enforce the provision, nor shall any waiver of violation or breach of a provision be a waiver of any succeeding violation or breach of that provision.

k. **Presumption.** This Agreement or any section hereof shall not be construed against either party due to the fact that this Agreement or any section hereof was drafted by said party.

11. **NOTICES.** Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Agreement shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid); or (c) sent by nationally recognized commercial overnight delivery service at the following address:

IF TO LESSOR:

The Mill at Fountain Inn, LLC
1140 Woodruff Road, Unit 106-153
Greenville, SC 29607
Attention: Bryan Beal

With a copy to:

Kelley H. Jones, Esquire
The K H Jones Law Firm
33 Market Point Drive
Greenville, SC 20607

IF TO LESSEE:

The City of Fountain Inn
200 North Main Street
Fountain Inn, South Carolina 29644
Attention: City Administrator

With a copy to:

King Kozlarek Law LLC
Attention: Michael E. Kozlarek, Esq.
Post Office Box 565
Greenville, South Carolina 29602-0565

Notwithstanding anything contained in this Agreement to the contrary, any notice required to be given by the Lessor or Lessee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

[ONE SIGNATURE PAGE AND NINE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and sealed pursuant to authority duly given, effective as of the date indicated above.

DEVELOPER:

The Mill at Fountain Inn, LLC

Date: _____

By: _____

Its: _____

CITY:

City of Fountain Inn, South Carolina

Date: _____

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION
[100 ELLISON STREET]

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, located at the corner of Ellison Street and Wall Street, as shown on survey entitled "Property Survey for Mike Barbrey and Walt Cannon" dated January 8, 1999, prepared by C. L. Ward, P.L.S. and recorded in the R.O.D. Office for Greenville County in Plat Book 39-0 at Page 13; reference is hereby made to said plat for a more detailed metes and bounds description thereof.

AND

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, located on Wall Street, as shown on survey entitled "Property Survey For Mike Barbrey and Walt Cannon" dated January 8, 1999, prepared by C. L. Ward, P.L.S. and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 49-N at Page 24; reference is hereby made to said plat for a more detailed metes and bounds description thereof.

Said parcels were combined as shown on survey entitled "Boundary Survey for FI Ellison LLC", dated December 16, 2021, and recorded December 22, 2021, in Plat Book 1417 at Page 61 in Office of the Register of Deeds for Greenville County, South Carolina. Reference is hereby made to said plat for a more detailed metes and bounds description thereof.

This being the same property conveyed to F I Ellison, LLC by Deed of Greg L. Collins, Jenny R. Collins, Brandon Collins, and Denise Collins, said deed being dated August 30, 2021, and recorded August 31, 2021, in Deed Book 2634 at Page 692 in the Office of the Register of Deeds for Greenville County, South Carolina.

AND

All that certain piece, parcel or lot of land situate with any improvements thereon, lying and being in the State of South Carolina, County of Greenville, designated as Parcel 1 and being shown on a plat entitled "Recombination Survey for Selena J. Riddle", prepared by KW Tollison, dated November 12, 2021, and recorded March 29, 2022, in Plat Book 1426 at Page 66 in the Office of the Register of Deeds for Greenville County, South Carolina. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being the same property conveyed to F I Ellison, LLC by Deed of Selena J. Riddle, said deed being dated March 29, 2022, and recorded April 01, 2022, in Deed Book 2653 at Page 1065 in the Office of the Register of Deeds for Greenville County, South Carolina.

TMS#: 0346000200300

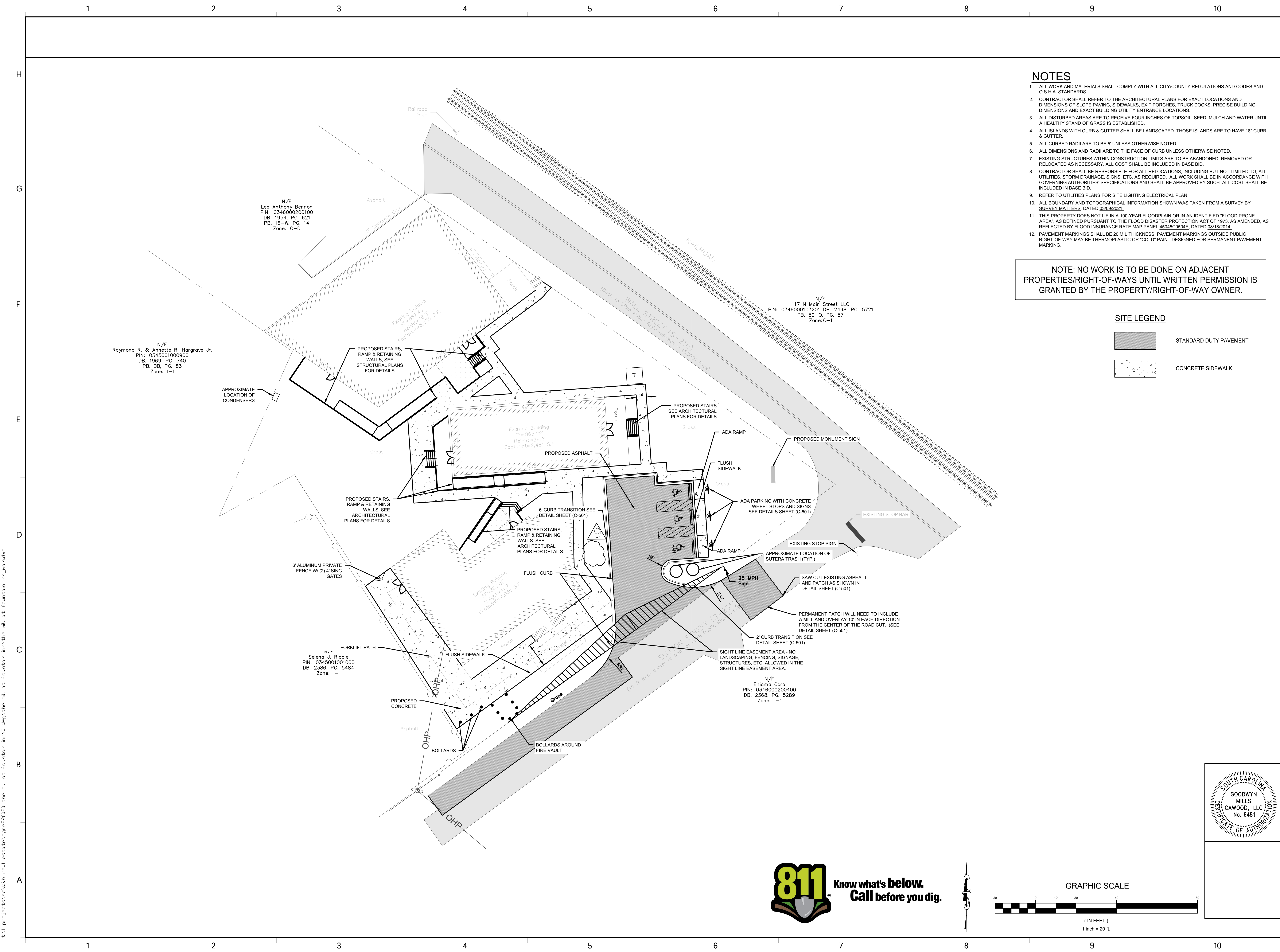
Property Address: 100 Ellison Street, Fountain Inn, South Carolina 29644

EXHIBIT B
DEVELOPMENT PLAN
[THE MILL AT FOUNTAIN INN]

(SEE 2 PAGES, ATTACHED)



t:\projects\sc\686 real estate\cgre220020 the mill at fountain inn\dwg\the mill at fountain inn\main.dwg



NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
4. ALL ISLANDS WITH CURB & GUTTER SHALL BE LANDSCAPED. THOSE ISLANDS ARE TO HAVE 18" CURB & GUTTER.
5. ALL CURBED RADII ARE TO BE 5' UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
7. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES' SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
9. REFER TO UTILITIES PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
10. ALL BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN WAS TAKEN FROM A SURVEY BY SURVEY MATTERS, DATED 03/09/2021.
11. THIS PROPERTY DOES NOT LIE IN A 100-YEAR FLOODPLAIN OR IN AN IDENTIFIED "FLOOD PRONE AREA", AS DEFINED PURSUANT TO THE FLOOD DISASTER PROTECTION ACT OF 1973, AS AMENDED, AS REFLECTED BY FLOOD INSURANCE RATE MAP PANEL 45045C0504E, DATED 08/18/2014.
12. PAVEMENT MARKINGS SHALL BE 20 MIL THICKNESS. PAVEMENT MARKINGS OUTSIDE PUBLIC RIGHT-OF-WAY MAY BE THERMOPLASTIC OR "COLD" PAINT DESIGNED FOR PERMANENT PAVEMENT MARKING.

NOTE: NO WORK IS TO BE DONE ON ADJACENT PROPERTIES/RIGHT-OF-WAYS UNTIL WRITTEN PERMISSION IS GRANTED BY THE PROPERTY/RIGHT-OF-WAY OWNER.

SITE LEGEND

- STANDARD DUTY PAVEMENT
- CONCRETE SIDEWALK

SITE PLAN

THE MILL AT FOUNTAIN INN

100 Ellison Street
Fountain Inn, SC 29644
GMC # CGRE220020
GREENVILLE COUNTY

117 Welborn Street
Greenville, SC 29601
T 864.527.0460
GMCNETWORK.COM

C-101

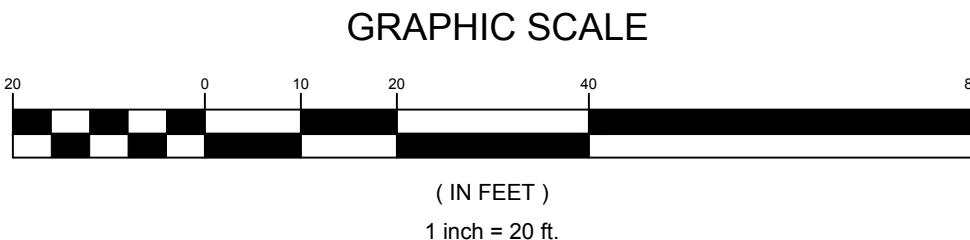


EXHIBIT C-1
LEGAL DESCRIPTION
[PARKING LOT PARCEL 1]

303 Fairview Street, Fountain Inn, South Carolina 29644 and having the Tax ID: 0345001000900.

All that certain piece, parcel of lot of land, with all improvements thereon, or hereafter constructed thereon, situated, lying and being in the State of South Carolina, County of Greenville, in the Town of Fountain Inn, in the Woodside Mill Village, and being more particularly described as Lot No. 77 as shown on a Plat entitled "A Subdivision of Woodside Mills, Fountain Inn, S.C.", made by Piedmont Engineering Service, Greenville, South Carolina, October 1952, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book BB at Page 83. According to said plat, the within described lot is also known as No. 2 Fairview Street and fronts thereon 100.8 feet.

This being the same property conveyed to 303 Fairview FI, LLC by Deed of Raymond R. Hargrave, Jr., and Annette R. Hargrave, said deed being dated April 15, 2022 and recorded April 18, 2022 in Deed Book 2654 at Page 4480 in the Office of the Register of Deeds for Greenville County, South Carolina.

EXHIBIT C-2
LEGAL DESCRIPTION
[PARKING LOT PARCEL 2]

P/O of 307 Fairview Street, Fountain Inn, South Carolina 29644 and having the Tax ID: P/O 0345001000702.

ALL that certain piece, parcel, or strip of land with improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, and the city of Fountain Inn as shown on plat prepared for The Church of God at Fountain Inn recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 52 at Page 85 and being more particularly described as follows:

BEGINNING at a railroad spike found on the southern side of Fairview Street approximately 204.75' in a westerly direction from the intersection of Fairview Street and Wall Street, said iron pin being at the easternmost corner of Grantor's property, and running thence along S36-07'37"E for a total of 182.82' to an iron pin; then turning along the southern boundary of Grantor's property S78-25'01"W for a total of 92.22'; thence turning in a northern direction N34-33'28"W for a total of 67.43'; thence turning in a northeasterly direction N13-16'22"W for a total of 82.53' to railroad spike; then turning N52-39'27"E for a total of 50.00' to the point of beginning.

This being the same property conveyed to B&B Real Estate & Development Company, LLC by Deed of Beulah Christian Fellowship Incorporated, said deed being dated March 27, 2023, and recorded March 30, 2023 in Deed Book 2684 at Page 2103 in the Office of the Register of Deeds for Greenville County, South Carolina.

EXHIBIT C-3
LEGAL DESCRIPTION
[PARKING LOT PARCEL 3]

205-B Fairview Street, Fountain Inn, South Carolina 29644 and having the Tax ID: P/O 0345001000501.

All that certain, piece, parcel or lot of land located in the County of Greenville, State of South Carolina, being known and designated as Parcel B on a plat prepared by Freeland & Associates, Inc., dated March 04, 2022, last revised on September 14, 2022, and recorded on October 19, 2022, in Plat Book 1445 at Page 75 in the Office of the Register of Deeds for Greenville County, South Carolina.

This being the same property conveyed to The Mill at Fountain Inn, LLC by Deed of South Carolina District Wesleyan Church a/k/a Fountain Inn Wesleyan Church a/k/a Wesleyan Church of Fountain Inn a/k/a Wesleyan Methodist Church of Fountain Inn a/k/a The Fountain Inn Wesleyan Methodist Church of Fountain Inn, SC, said deed being dated October 27, 2022, and recorded October 28, 2022 in Deed Book 2672 at Page 1785 in the Office of the Register of Deeds for Greenville County, South Carolina.

303/307 FAIRVIEW PARKING

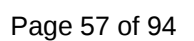
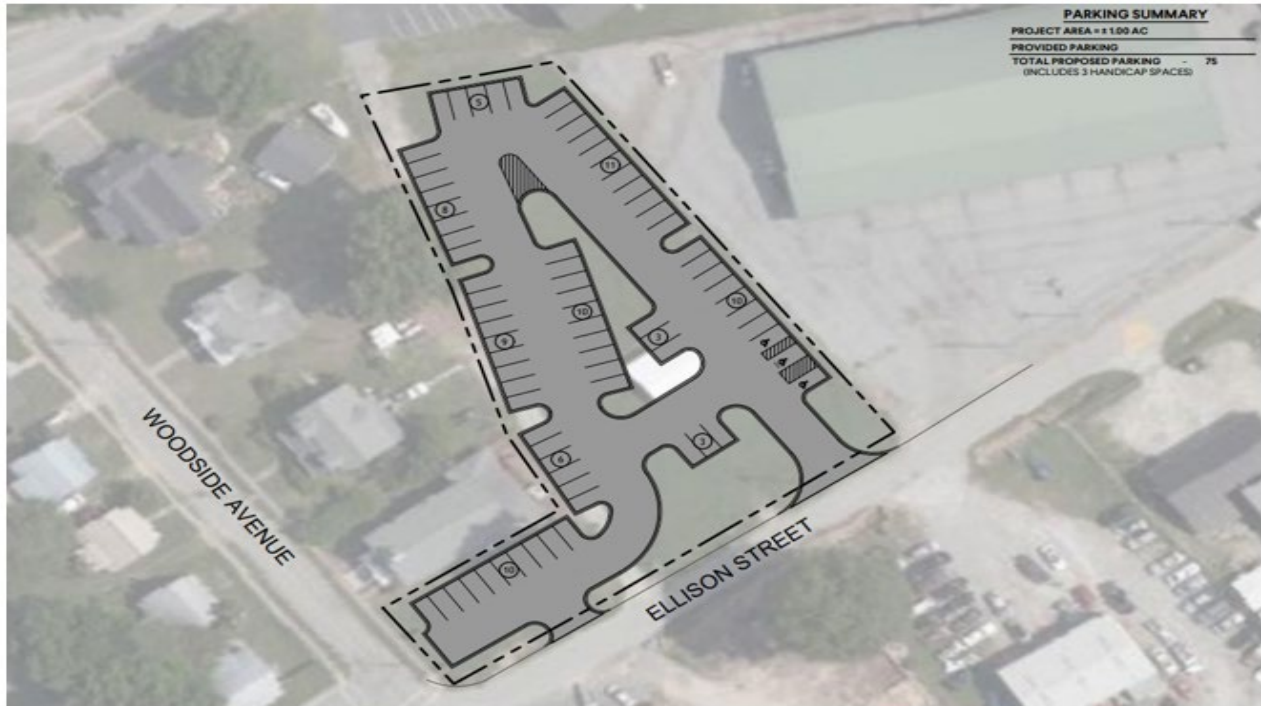


EXHIBIT D-2
PARKING LOT PARCEL PLAN
[205 WOODSIDE]

205 WOODSIDE PARKING



75 TOTAL SPACES

EXHIBIT E
WATER LINE AGREEMENT
[ELLISON-WALL STREET]

STATE OF SOUTH CAROLINA)

AGREEMENT

COUNTY OF GREENVILLE)

This Agreement made in Greenville, State of South Carolina, this 18th day of April, 2023,
by and between Bryan Beal, hereinafter referred to as the Applicant, and the COMMISSIONERS OF
PUBLIC WORKS OF THE CITY OF GREENVILLE, SOUTH CAROLINA, hereinafter referred to
as Greenville Water;

WITNESSETH

The Applicant is the owner of certain property located along Ellison St in the County of
Greenville, State of South Carolina. The Applicant desires Greenville Water to install approximately
726 feet of 8-inch water line along Ellison St & Wall St together with appurtenances as shown on the
attached sketch entitled 6490 Wall St – Ellison St.

Greenville Water agrees to install the said water line after receipt from the Applicant, the sum
of One Hundred Eighteen Thousand, Four Hundred Seventeen and 91/100 dollars (\$118,417.91) which
is the amount to be financed by the Applicant at \$163.11 per linear foot of pipe. The installation so
made shall be the sole property of Greenville Water and shall be owned, controlled, maintained, and
serviced by Greenville Water in the same manner and to the same extent as though the entire cost had
been borne by them.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the month, day
and year first written above.

IN THE PRESENCE OF:

By: 
Bryan Beal

COMMISSIONERS OF PUBLIC WORKS
OF THE CITY OF GREENVILLE, S. C.
(Greenville Water)

By: _____
Jeff Boss, Chief Operations Officer



- [illegible]

JOB# 1103005538 DATE 04-01-2023 PLOT NO. 4400 REVISIONS REV DATE BY 1 2 3		Greenville Water  6490 Wall St. - Ellison St.  SCALE
---	--	--

EXHIBIT F
PARKING LOT ESTIMATES
[AS OF SEPTEMBER 12, 2023]

(SEE 18 PAGES, ATTACHED)



The Mill
Supplemental Parking Option C
Fountain Inn, SC
Schedule of Values
9/12/2023

9/12/2023

Site Item Description		Notes
01 - General Conditions	\$31,689	Management and supervision
01 - Survey and Layout	\$13,200	NPDES Inspections, As-Built, Layout, Testing
02 - Dumpsters	\$4,344	Dumpsters
26 - Electrical	\$0	Assumes Duke Leased Lighting
31 - Sitework and Clearing	\$91,905	Sitework, erosion control for above ground pond lot
32 - Exterior Improvements	\$218,292	Light duty asphalt (per August SCDOT index), striping, wheelstops, curbing, fence. \$20,000 landscaping allowance
33 - Utilities	\$11,276	3/4" landscaping irrigation line, sleeves for Duke Energy site lighting
00 - Plan Review and Permit	\$2,723	
00 - Builder's Risk Insurance	\$1,692	Allowance
00 - Contractor Insurance	\$2,952	
00 - Business License	\$2,650	
00 - Contractor Contingency	\$18,447	100% savings returned to Owner
00 - Contractor Fee	\$27,746	

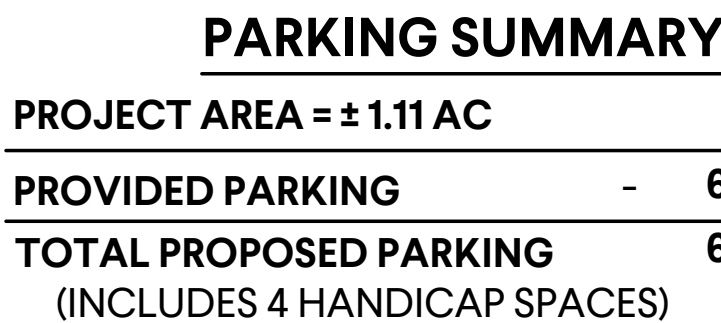


The Mill
Supplemental Parking Option C
Fountain Inn, SC
Schedule of Values
9/12/2023

SITE TOTAL	\$ 426,916.00
-------------------	----------------------

*Pricing is considered a budget pending receipt of permit drawings.

TOTAL SUB TAB				Woodside Parking Lot At The Mill 31 - Grading						
			"X" above sub choice	Twins		Bailey		LT		Kennedy
Item No	Description	Qty	Unit							
1										
2	Base Bid									
3	General Conditions		ls	\$ 12,000.00		\$ 14,000.00		\$ 20,000.00		\$ 17,000.00
4										
5	Layout			\$ 7,500.00	Plug	included		\$ 5,000.00		included
6										
7	Demolition			\$ 12,400.00		\$ 35,048.00		\$ 9,430.00		included
8										
9	Erosion Control			\$ 15,875.00		\$ 29,675.00		\$ 39,869.00		\$ 18,284.00
10										
11	Earthwork			\$ 138,491.00		\$ 51,510.00		\$ 34,788.00		\$ 50,262.00
12										
13	Storm Drainage			\$ 49,860.00		\$ 62,510.00		\$ 15,804.00		\$ 46,150.00
14										
15	Concrete & Curb			\$ 51,000.00		\$ 46,750.00	sidewalks excluded	\$ 56,098.00		\$ 48,200.00
16										
17	Paving			\$ 83,850.00		\$ 119,315.00		\$ 95,770.00		\$ 91,700.00
18										
19	Temp Grassing Excluded Above			\$ 5,000.00	Plug	\$ 5,000.00	Plug	\$ 5,000.00	Plug	\$ 5,000.00
20										
21	WheelStops			\$ 1,050.00	Plug	\$ 1,050.00	Plug	\$ 1,050.00	Plug	\$ 1,050.00
22										
23	Wood Fence			\$ 3,325.00	Plug	\$ 3,325.00	Plug	\$ 3,325.00	Plug	\$ 3,325.00
24										
25	SCDOT Paving Entrance			\$ 5,000.00	Plug	\$ 5,000.00	Plug	\$ 5,000.00	Plug	\$ 5,000.00
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38	Subtotal			\$ 385,351.00		\$ 373,183.00		\$ 291,134.00		\$ 285,971.00
Subcontract Total										



ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.

ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAGE OF GRASS IS ESTABLISHED.

ALL ISLANDS WITH CURB & GUTTER SHALL BE LANDSCAPED. THOSE ISLANDS ARE TO HAVE 18" CURB & GUTTER.

ALL CURBED RADI ARE TO BE 5' UNLESS OTHERWISE NOTED.

ALL DIMENSIONS AND RADI ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES' SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.

REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING ELECTRICAL PLAN.

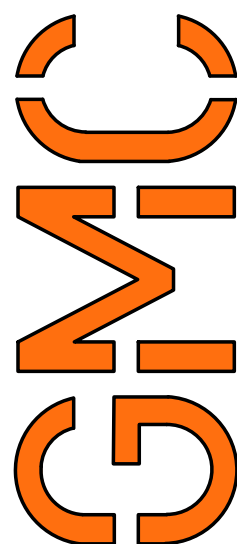
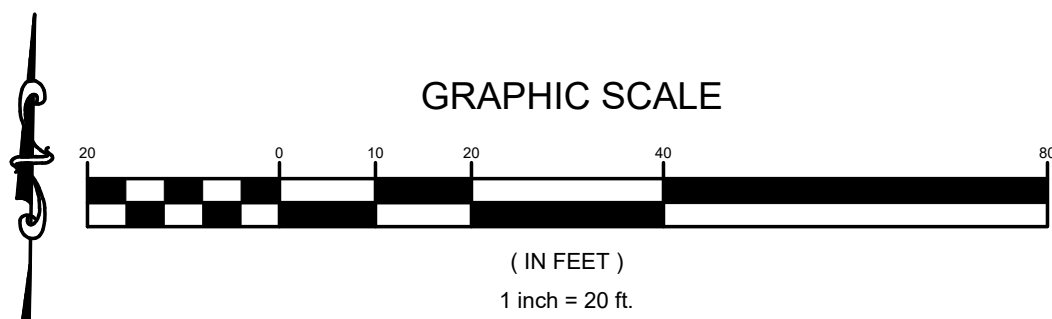
ALL BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN WAS TAKEN FROM A SURVEY BY FREELAND & ASSOCIATES, INC., DATED 04/07/2002.

THIS PROPERTY DOES NOT LIE IN A 100-YEAR FLOODPLAIN OR IN AN IDENTIFIED "FLOOD PRONE AREA"; AS DEFINED PURSUANT TO THE FLOOD DISASTER PROTECTION ACT OF 1973, AS AMENDED, AS REFLECTED BY FLOOD INSURANCE RATE MAP PANEL 45045C05040E, DATED 08/18/2014.

PAVEMENT MARKINGS SHALL BE 20 MIL THICKNESS. PAVEMENT MARKINGS OUTSIDE PUBLIC RIGHT-OF-WAY MAY BE THERMOPLASTIC OR "COLD" PAINT DESIGNED FOR PERMANENT PAVEMENT

	STANDARD DUTY ASPHALT
	CONCRETE SIDEWALK
	6" SOLID WHITE STRIPE @ 4" O.C.
	EASEMENT PATH

NOTE: NO WORK IS TO BE DONE ON ADJACENT
PROPERTIES/RIGHT-OF-WAYS UNTIL WRITTEN PERMISSION IS
GRANTED BY THE PROPERTY/RIGHT-OF-WAY OWNER.



117 Welborn Street
Greenville, SC 29601
T 864.527.0460
GMCNETWORK.COM

[illegible]

THE MILL AT FOUNTAIN INN
PARKING

205 Woodside Ave
Fountain Inn, SC 29644
GMC # CGRE220020
GREENVILLE COUNTY

SITE PLAN - PARKING LOT

C-101

KENNEDY EXCAVATING INC.

955 W. Wade Hampton Ste. 2A
Greer, SC 29650

To whom it may concern,

Thank you for the opportunity to provide you a quote for the Mill Parking Lot in Fountain Inn, SC. Kennedy Excavating has the equipment and personnel to complete this project.

It is understood that the key factors for the success of the project includes:

- Perform the job safely
- Perform the job per drawings
- Have no to minimal impact to surrounding area
- Meet required schedule agreed upon by Owner/GC & Kennedy Excavating Inc.
- Ensure proper cleanup of site
- Customer Satisfaction

Kennedy Excavating appreciates the time you took to go over the project. We are looking forward to working together now and in the future. Please feel free to call me at 864-915-5586 or email p.kennedy@kennedyex.com.

Best regards,

Patrick Kennedy

OPERATIONS MANAGER

Project Fee

Proposal #: 2023061

General: Mobilization, GPS Control, Surveying (Kennedy SOW Only), Fees/Permits.

- \$17,000.00

Erosion Control: 912 LF of Perimeter Silt Fence, Construction Entrance, Concrete Washout, Erosion Matting and Seed, #57 Stone, Rip-Rap Stone.

- \$18,284.00

Grading: Strip 548 CY Topsoil, Haul Off 326 CY of Topsoil, Cut 1187 CY, Fill 338 CY, Haul Off 849 CY, Fine Grade C/G and Backfill, Demo Per Plans.

- \$50,262.00

Storm Water: 180 LF of 15" RCP, 1 Yard Inlet(s), 1 Doghouse Structure, OCS w/2.5" Skimmer, OCS Base/Anti-seep Collars, 70 LF of Porous Baffles, 2 Existing Structure Tie-Ins.

- \$46,150.00

Concrete: Mobilization Fee, 1100 LF of 18" Curb/Gutter, 1500 SF of Sidewalks, 2 ADA Ramps w/Mats, Curb Flume.

- \$48,200.00

Paving: 2440 SY of Standard Pavement, Striping/Signage.

- \$91,700.00

Total: \$271,596.00

KENNEDY EXCAVATING INC.

UNIT PRICING:

#57 Stone: \$50 Per Ton

Crusher Run: \$45 Per Ton

Structural Fill Haul In: \$25 Per CY

Unsuitable Haul Off: \$25 Per CY

Haul Off Suitable Material: \$20 Per CY.

ON-SITE Cut/Fill: \$6 Per CY

ROCK: \$6000 Per Occurrence

- \$225 Per CY Mass Rock
- \$275 Per CY Trench Rock

General Conditions

(Unless stated otherwise above the following items are not included in base proposal)

1. Existing Site Conditions Not Included in Base Proposal:
Rock Removal, Unsuitable Soils (Inc. Non-Compactable), Environmental, Hazardous Materials, Weather Conditions.
2. Any Additional Soils Produced by Subcontractors Outside of KEI SOW Will be Stockpiled On-Site at Owner/Contractors Expense.
3. Temporary or permanent grassing.
4. Maintaining pre-existing erosion control.
5. Adding moisture or drying of dirt is excluded from this proposal.
6. Stone bedding/backfill for storm drain is not included.
7. Changes to drawings affecting GPS control will result in a \$1000 regeneration fee.
8. Not responsible for schedule delays due to revised drawings.
9. Roof drains are not included in this proposal unless stated in above bid.
10. Not responsible for existing, private or unmarked utilities within 1'-0" of finished grade.
11. Soil testing is to be done by 3rd party vendor. Provided by owner.
12. This quote is valid 30 days from proposal date.
13. All Curb/Gutter, Asphalt, Concrete proposal numbers are valid for 30 days.
 - a. Kennedy Excavating reserves the right to adjust the contract price during the duration of the project in accordance with the SCDOT liquid index.
14. Payment terms are 30 days from invoice date.
15. Additional services can be provided upon request from Contractor or Owner.
16. Finish grade is only completed once. Any finish grade that has been impacted by other subs will result in a change order to be fixed.
17. As-Builts by Others.
18. Meters by others no demo of ex. meters quoted.
19. Traffic control not quoted, can quote once permit is acquired.
20. Fuel surcharge applied when fuel exceeds 5.00/Gal during time of construction.
21. Construction Easement by others.
22. Normal Business hours only

Accepted By: _____

Sign: _____

Date: _____

LASSITER TAYLOR CONSTRUCTION, LLC.

PROPOSAL

9/7/2023

SUBMITTED TO: ALEX CREASY
PROJECT: THE MILL WOODSIDE LOT
BASED ON DRAWINGS BY GMC -- 8/28/2023

QUANTITY	UNIT	DESCRIPTION	TOTAL
GENERAL CONDITIONS			
1	LS	MOBILIZATION	
1	LS	GENERAL CONDITIONS / PROJECT MANAGEMENT	
		SUBTOTAL	\$20,000.00
LAYOUT			
1	EA	LAYOUT / MODELING / ASBUILTS	
		SUBTOTAL	\$5,000.00
DEMOLITION			
232	SYD	DEMO EXISTING GRAVEL DRIVE	
162	SYD	DEMO EXISTING ASPHALT DRIVE	
40	LFT	DEMO EXISTING STORM PIPE	
10	LFT	SAWCUT ASPHALT	
2	EA	DEMO EXISTING 20"-30" PINE	
		SUBTOTAL	\$9,430.00
EROSION CONTROL			
1	LS	CONSTRUCTION ENTRANCE	
902	LFT	SILT FENCE	
70	LFT	COIR BAFFLES	
10	TONS	RIP RAP FOREBAY	
1	EA	OUTLET CONTROL STRUCTURE	
1	EA	2.5" FAIRCLOTH SKIMMER	
3	EA	INLET PROTECTION TYPE A	
1	AC	TEMPORARY SEEDING	
		SUBTOTAL	\$39,869.00
EARTHWORK CLASSIFIED EXCAVATION			
986	CYD	STRIP 6" TOPSOIL & STOCKPILE	
277	CYD	4" TOPSOIL RESPREAD	
386	CYD	ONSITE CUT FILL/BALANCE	
582	CYD	EXPORT TOPSOIL/FILL DIRT	
2519	SYD	FINE GRADE DIRT SUBGRADE SD ASPHALT -- NO STONE	
		SUBTOTAL	\$34,787.50
STORM DRAIN			
1	EA	TIE TO EXISTING CATCH BASIN	
175	LFT	15" RCP	
2.95	VLFT	ST1 STORM	
3.96	VLFT	ST2 STORM -- CONNECT TO EXISTING PIPE	
		SUBTOTAL	\$15,803.75
CONCRETE & CURB			
940	LFT	18" CURB	
940	LFT	FINE GRADE & BACKFILL	
1	EA	4' WIDE CONCRETE FLUME	
1980	SFT	4" CONCRETE SIDEWALK	
		SUBTOTAL	\$56,097.05
PAVING			
2400	SYD	SD ASPHALT	
65	SYD	SCDOT ASPHALT	
4	EA	SIGNS (WITHOUT BOLLARD)	
1	LS	PAVEMENT MARKINGS, WHEEL STOPS	
		SUBTOTAL	\$95,769.50
		TOTAL	\$276,756.80

EXCLUSIONS & NOTES

NO BONDING / TWO PARTY CHECKS.

DEMOLITION/RELOCATION OF UTILITIES BY OTHERS.
DEMOLITION OF VERTICAL STRUCTURES BY OTHERS.
RELOCATION OF EXISTING SIGN BY OTHERS.
DOES NOT INCLUDE SOD.
DOES NOT INCLUDE FENCING.
DOES NOT INCLUDE TRAFFIC CONTROL.
SIDEWALK PRICING DOES NOT INCLUDE TRUNCATED DOMES.
BLASTING OF ROCK NOT INCLUDED.
ROCK EXCAVATION AND RIPPING BY THE HOUR IF NEEDED.
UNDERCUT AND BACKFILL OF SOFT SOILS TO BE QUANTIFIED AND PRICED
BASED ON SOIL ENGINEERS RECOMMENDATIONS.
REPAIR AND REGRASSING OF DAMAGED AREAS BY OTHERS TO BE DONE ON T&M
BASIS.



3790 Farris Bridge Road
 Easley, SC 29640
 Phone: (864) 534-1145
 Fax: (864) 568-8939

Date: 9/11/2023
For: P & F Construction
Contact: Alex Creasy

Project: The Mill at Fountain Inn
Project Location: Fountain Inn, SC
Contact Email: acreasy@pfconstruct.com
Date On Plans:

BUDGET

MOBILIZATION

#	DESCRIPTION	QTY	UNIT	PRICE	EXT
1	Mobilization	1	LS	\$5,500.00	\$5,500.00
2	Layout / As-Built	1	LS	\$8,500.00	\$8,500.00
					\$14,000.00

DEMOLITION

#	DESCRIPTION	QTY	UNIT	PRICE	EXT
3	Tree Removal	2	EA	\$5,500.00	\$11,000.00
4	Asphalt	152	SY	\$11.00	\$1,672.00
5	Gravel	3,692	SY	\$5.50	\$20,306.00
6	Sawcut	50	LF	\$8.00	\$400.00
7	12" CCP	45	LF	\$26.00	\$1,170.00
8	Sidewalk	1	LS	\$500.00	\$500.00
*Relocation Of Sign Is Not Included.					\$35,048.00

EROSION CONTROL

#	DESCRIPTION	QTY	UNIT	PRICE	EXT
9	Construction Entrance	1	EA	\$2,500.00	\$2,500.00
10	Silt Fencing	1,100	LF	\$5.00	\$5,500.00
11	Temporary Grassing	1	LS	\$4,500.00	\$4,500.00
12	Erosion Control Matting	1,000	SY	\$4.25	\$4,250.00
13	Inlet Protection (Pre-Paving)	3	EA	\$275.00	\$825.00
14	Inlet Protection (Post-Paving)	3	EA	\$450.00	\$1,350.00
15	Baffles	100	LF	\$10.00	\$1,000.00
16	Skimmer Budget	1	EA	\$9,200.00	\$9,200.00
17	Concrete Washout	1	EA	\$550.00	\$550.00
*Does Not Include Maintenance Of Construction Entrance Or Concrete Washout For Use By Others,					\$29,675.00



3790 Farris Bridge Road
Easley, SC 29640
Phone: (864) 534-1145
Fax: (864) 568-8939

GRADING

#	DESCRIPTION	QTY	UNIT	PRICE	EXT
18	Strip Soil @ 4"	1	LS	\$1,500.00	\$1,500.00
19	Cut/Fill	1,260	CY	\$10.50	\$13,230.00
20	Fine Grade	2,700	SY	\$4.00	\$10,800.00
21	Respread	1	LS	\$1,500.00	\$1,500.00
22	Export	440	CY	\$42.00	\$18,480.00
23	Fine Grade/Backfill Of Curb	1,500	LF	\$4.00	\$6,000.00
					\$51,510.00

STORM DRAIN

#	DESCRIPTION	QTY	UNIT	PRICE	EXT
24	18" HDPE Pipe	360	LF	\$56.00	\$20,160.00
25	Catch Basins	3	EA	\$3,000.00	\$9,000.00
26	Junction Boxes	2	EA	\$5,500.00	\$11,000.00
27	Outlet Control Structure	1	EA	\$11,500.00	\$11,500.00
28	Tie Into Existing Storm Structure	2	EA	\$1,250.00	\$2,500.00
29	18" Headwall	1	EA	\$1,650.00	\$1,650.00
30	Flush Storm Drains	2	EA	\$2,500.00	\$5,000.00
31	Remove Debris From Structures To Be Tied Into	2	EA	\$850.00	\$1,700.00
					\$62,510.00

CURB

#	DESCRIPTION	QTY	UNIT	PRICE	EXT
32	18" Standard Curb & Gutter	1,500	LF	\$29.50	\$44,250.00
33	Curb Inlet Tie-In's	3	EA	\$650.00	\$1,950.00
34	Handicap Turndowns	1	EA	\$550.00	\$550.00
					\$46,750.00

PAVING

#	DESCRIPTION	QTY	UNIT	PRICE	EXT
35	6" Stone, 2" Surface (Type C)	2,790	SY	\$40.50	\$112,995.00
36	Wheel Stops	4	EA	\$205.00	\$820.00
37	Striping/Signage	1	LS	\$5,500.00	\$5,500.00
					\$119,315.00

GRAND TOTAL	\$358,808.00
--------------------	---------------------



3790 Farris Bridge Road
Easley, SC 29640
Phone: (864) 534-1145
Fax: (864) 568-8939

SPECIFICATIONS:

- 1 Material prices are good for thirty (30) days.
- 2 All excess material (dirt) to be stockpiled on-site at unit rates.
- 3 All clearing is priced to clear, grub, and grind with material generated by such activity to be left on-site.
- 4 All fees to be paid by the Owner.
- 5 All compaction testing by Owner.
- 6 Owner is responsible for grass and maintenance of pond.
- 7 Owner is responsible for maintenance of construction entrance.
- 8 Any asbestos removal encountered at demolition will be the Owners responsibility.
- 9 As-builts of retention ponds by Owner.
- 10 Landscaping, mailbox kiosks with concrete pad, subdivision entry signs, concrete/asphalt sidewalks, and/or ADA ramps by Owner.

NOTES:

- 1 Asphalt Pricing is Dictated by a Liquid Price Index and as Such is Priced into the Contract with an Escalation Clause to Cover Additional Cost.
- 2 If Bonding is Required, ALL Costs Will Be Covered by the Owner.
- 3 Proposal/Estimate Pricing Provided is Based Off Of The Civil Plans Only.
- 4 Proposal/Estimate Pricing Is Valid for 30 days.
- 5 All Payments Shall Be Made Net 30 Days of Dated Invoicing.
- 6 If It Is Not Listed, It Is NOT Included In This Bid.
- 7 Minimum Rock Cost \$5,000.00 To Cover Basic Cost Of Mobilization In & Out.

EXCLUSIONS:

- 1 Any and All Bonds
- 2 Rock and Rock Excavation
- 3 Unsuitable Materials (Soil, Etc.)
- 4 All Hazardous Materials (Lead Paint, Asbestos, Etc.)
- 5 All Testing
- 6 Drying or Wetting of Soils
- 7 All Permitting & Fees (Tapping Fees, Permit Fees, Capacity Fees, Impact Fees, Sewer Fees, Utility Relocation Fees, Etc.)
- 8 Utilities (Gas, Power, Cable, Electrical, Etc.)
- 9 Prime Coat for Asphalt Paving
- 10 Thermoplastic Not Included in Paving Bid
- 11 Concrete Building Pad, Foundation Walls, Footings, Stone, & Excavation of these items.
- 12 Concrete Paving, Concrete Pads, Compactor Pad, Stone Base & Flumes.
- 13 Handrail, Seat Walls, & Warning Surfaces & Devices
- 14 Sleeves, Sod, Landscaping, & Any Irrigation
- 15 Stone Bedding for Any and All Piping, Storm Sewer, Sanitary Sewer & Water Line, Etc.
- 16 Roof Drains, French Drains, & Trench Drains
- 17 Fencing, Gates, Enclosures, & Bollards
- 18 Site Lighting, Any Electrical, Light Poles, and/or Bases
- 19 CEPSCI / Certified Erosion Control Inspections



3790 Farris Bridge Road
 Easley, SC 29640
 Phone: (864) 534-1145
 Fax: (864) 568-8939

- 20 Building Corners, Property Pins, & Layout. Any Layout is for Bailey Grading & Hauling Purposes Only.
- 21 Cost and/or Repairs to Work Arising from "Acts of God"
- 22 Unforeseen/Concealed Site Conditions
- 23 Repair to Finished Work Due to Damage/Negligence by Others
- 24 Overtime and Off-Hours Work
- 25 Multiple Mobilizations / Demobilizations
- 26 Damages and/or Penalties for Delays
- 27 Warranties for Work not Associated with BGH
- 28 Any and All Haul-off of Any Materials On-Site Unless Specified in Writing in the Proposal Generated by Bailey Grading & Hauling, LLC.
- 29 Risers - FDC of any kind
- 30 Any de-watering, or soil manipulation of any kind

UNIT PRICING:

1	Rock Removal:				
	Ripped				\$52.00/CY
	Mass				\$80.00/CY
	Trench				\$285.00/CY
2	Haul-Off and Disposal of Rock				\$115.00/CY
3	Excavate Unsatisfactory Soils and Haul Off-Site				\$52.00/CY
4	Excavate Unsatisfactory Soils and Stockpile On-Site				\$15.00/CY
5	Backfill of Excavations of Unsatisfactory Soils/Rock with Satisfactory Soils from an Onsite Source				\$15.00/CY
6	Backfill of Excavations of Unsatisfactory Soils/Rock with Satisfactory Soils from an Off-Site Source				\$52.00/CY

ACCEPTANCE:

The above offer is hereby accepted, and Bailey Grading & Hauling, LLC is authorized to do the work as specified.

General Contractor: _____

Date of Acceptance: _____

Signature & Title: _____

Print Name: _____

Subcontractor: _____

Date of Acceptance: _____

Signature & Title: _____

Print Name: _____

BUDGET

TWINSGRADINGLLC@G
MAIL.COM

Attention: STEVE FOUSHEE
Company Name P+F CONSTRUCT
Date: 6/30/23

Project Title: MILL ADDED PARKING
Project Description: OPTION 2 WITH REGULAR POND ****THIS IS A BUDGET
UNTILL BETTER DETAILED PLANS ARE PROVIDED*****
Terms: 10 Days

Description	Quantity	Unit Price	Cost
MOBLIZE/MODEL	1	\$12,000.00	\$12,000.00
MUDD MATT	1	\$3,500.00	\$3,500.00
SILT FENCE	975	\$7.00	\$6,825.00
SCRAPE UP/STOCKPILE STONE	1	\$4,500.00	\$4,500.00
CLEAR TREES	1	\$3,000.00	\$3,000.00
DEMO ASPHALT ON DRIVE	1	\$2,400.00	\$2,400.00
(DEMO POWER DONE BY OTHERS)			\$0.00
DEMO CHURCH MONUMENT (PLACED BACK BY OTHERS)	1	\$1,000.00	\$1,000.00
DEMO EXISTING STORM 40FT	1	\$1,500.00	\$1,500.00
FLUSH/CLEAN EXISTING STORM *****NOT INC.*****			\$0.00
STRIP TOP SOIL 4" THICK	1066	\$6.00	\$6,396.00
CUT/FILL 600CY AND GRADE PARKING LOT AREA	30175	\$0.60	\$18,105.00
POND	1	\$72,000.00	\$72,000.00
EXPORT DIRT	2566	\$15.00	\$38,490.00
STORM			\$0.00
CB 3X3	7	\$4,100.00	\$28,700.00

Description	Quantity	Unit Price	Cost
OVER 4 VF	10	\$600.00	\$6,000.00
PIPE RCP 15"	248	\$45.00	\$11,160.00
HW	2	\$2,000.00	\$4,000.00
INLET PROT	7	\$350.00	\$2,450.00
RIP RAP	3	\$2,200.00	\$6,600.00
CURBING			\$0.00
18" CURB AND GUTTER	1100	\$38.00	\$41,800.00
THROATS	4	\$925.00	\$3,700.00
GRADE FOR CURB	1100	\$2.50	\$2,750.00
BACK CURB	1100	\$2.50	\$2,750.00
PAVING			\$0.00
6" STONE X 2" SURFACE	2500	\$30.00	\$75,000.00
GRADE FOR PAVING	2500	\$2.50	\$6,250.00
STRIPPING PARKING LOT	1	\$2,600.00	\$2,600.00
			\$0.00
NOT INC. PERMITS/FEES, ROCK RIPPED OR BLASTED, DEALING WITH UNSUITABLES, COMPACTION TESTING, LAYOUT, CEPSKIES.			\$0.00
NOT INC. TEMP GRASSING OR LANDSCAPING, SIGNS FOR PARKING LOT, OR PARKING SPACE STOPS.			\$0.00
MATERIAL BASED ON 6/30/23 ALL INCREASES WILL BE PASSED ON OWNER UPON DELIVERY.			\$0.00
NOT INC. CONCRETE FLUMES, OR SIDE WALKS, FENCING.			\$0.00
		Subtotal	\$363,476.00
	Tax		\$0.00
Thank you for your business. It's a pleasure to work with you on your project.			
		Total	\$363,476.00

Sincerely yours,

CODY SEPPALA



9/12/2023

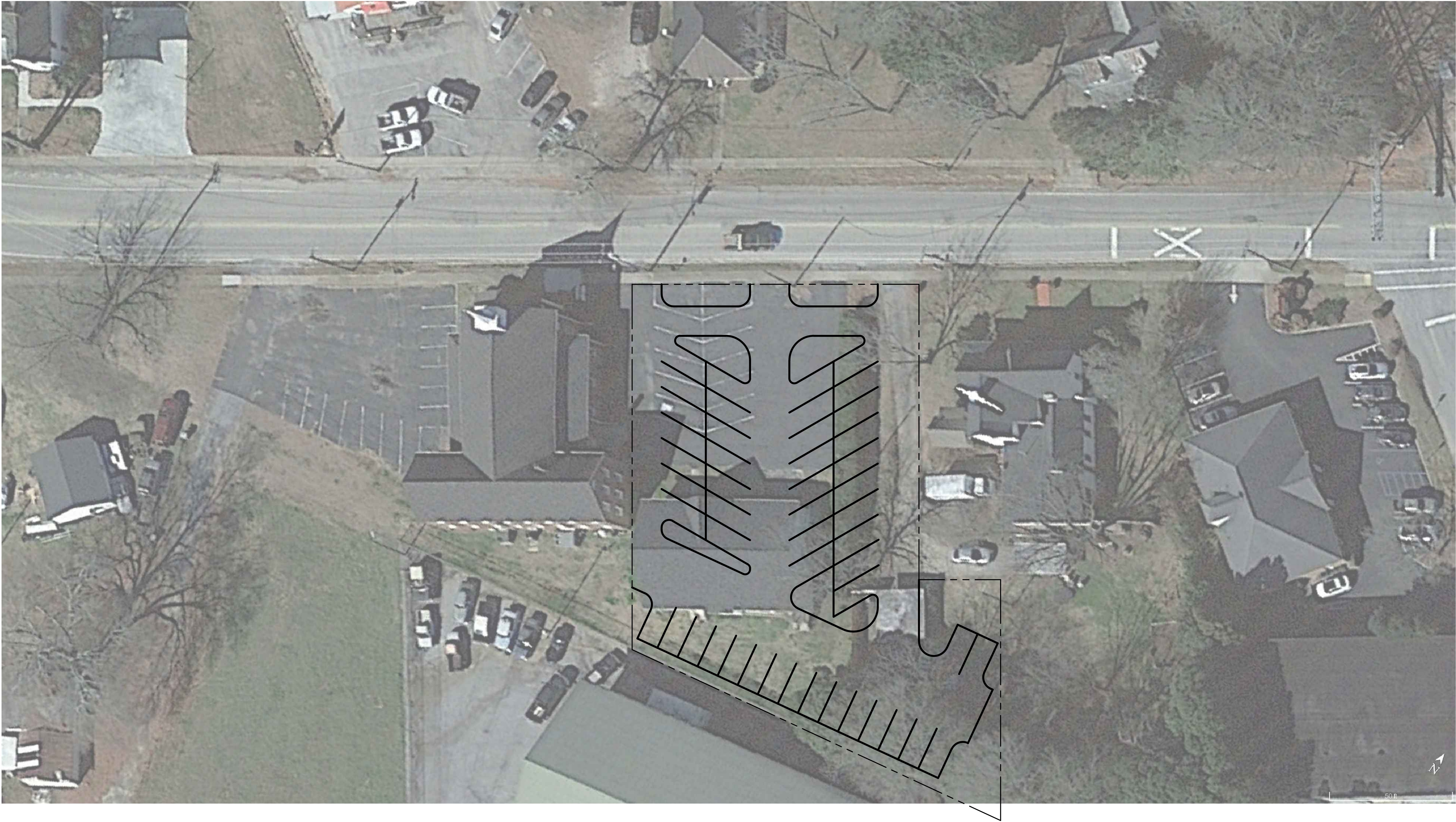
Site Item Description		Notes
01 - General Conditions	\$31,689	Management and supervision
01 - Survey and Layout	\$13,200	NPDES inspections, as-built, layout, testing
02 - Dumpsters	\$4,202	Dumpsters
26 - Electrical	\$0	Assumes Duke leased lighting
31 - Sitework and Clearing	\$43,138	Sitework, erosion control for lot with small above ground pond
32 - Exterior Improvements	\$159,934	1632 sqyd new asphalt, 460 sqyd sealcoat existing lot, 1305 sqft sidewalks at rear, parking striping, SCDOT paved entry, \$10,000 landscaping allowance.
33 - Utilities	\$10,908	3/4" landscaping irrigation line, sleeves for Duke Energy site lighting
00 - Plan Review and Permit	\$2,161	
00 - Builder's Risk Insurance	\$1,637	Allowance
00 - Contractor Insurance	\$2,095	
00 - Business License	\$2,200	
00 - Contractor Contingency	\$13,091	100% savings returned to Owner
00 - Contractor Fee	\$19,733	



The Mill
303 Fairview Parking Lot
Fountain Inn, SC
Schedule of Values
9/12/2023

SITE TOTAL	\$ 303,988.00
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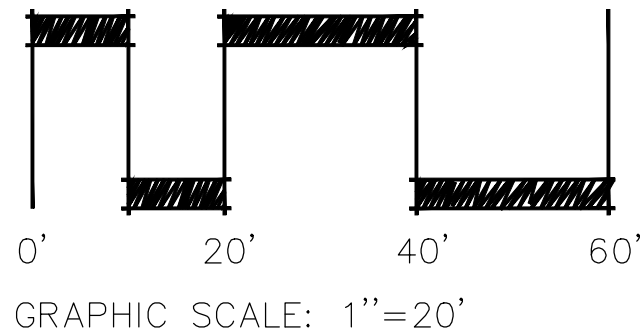
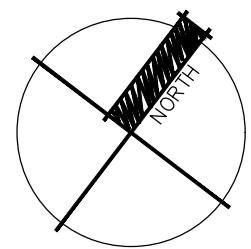
*Pricing is considered a budget pending receipt of permit drawings.



DESIGNED:	BS	REVISIONS
REVIEWED:	BS	NO DATE ITEM
DRAWN:	BS	
2022-029	03-31-2023	
PROJECT NO.	DATE	
1"=20'-0"		
SCALE		

STUDIO
MAIN

1 Hindman Street | Pelzer, SC 29669
P. 864.617.0347 | E. blake@studiomainllc.com



THE MILL AT FOUNTAIN INN
FAIRVIEW STREET
FOUNTAIN INN SC 29644

PARKING PLAN

SHEET NO.

1.0

EXHIBIT B
SUBSTANTIALLY FINAL FORM OF LEASE AGREEMENT
[ATTACHED]

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “**Lease Agreement**”) is entered into this [March][April] 1, 2024 (the “**Commencement Date**”) by and between **The Mill at Fountain Inn, LLC**, hereinafter called “**Lessor**,” and the **City of Fountain Inn**, hereinafter called “**Lessee**”. The Lessor and Lessee shall also be referred to herein each as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Lessor is the owner of that certain piece, parcel, or tract of real property with improvements thereon located in the County of Greenville and City of Fountain Inn, South Carolina and described as 100 Ellison Street, Fountain Inn, South Carolina 29644, and having the Tax ID 0346000200300. Such property is the site of the historic Ellison Flour Mill and is currently being renovated by the Lessor with the project being known as the “**The Mill at Fountain Inn**”.

WHEREAS, the Lessor is also the owner of that certain piece, parcel, or tract of real property located in the County of Greenville and City of Fountain Inn, South Carolina and described as 303/307 Fairview Street, Fountain Inn, South Carolina 29644 and having the Tax ID: 0345001000702 (“**Parking Lot Parcel**,” being more particularly shown on **Exhibit A**, attached hereto, and incorporated herein by reference.

Parking Lot Parcel is being developed by Lessor to create +/- 43 new parking spaces for The Mill at Fountain Inn.

WHEREAS, the Lessor has made an incentive request and received funds from Lessee pursuant to such incentive request to assist Lessor in the development of Parking Lot Parcel and other items associated with The Mill at Fountain Inn.

WHEREAS, in exchange for the incentive request funds, Lessor shall make Parking Lot Parcel available to the City of Fountain Inn pursuant to the terms and conditions of this Lease Agreement. Parking Lot Parcel shall be hereinafter referred to as the “**Demised Premises**” and the plans for same are shown on **Exhibit B**, attached hereto, and each incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **RENT.** Lessee shall pay Rent to Lessor the sum of one dollar (\$1) annually for the use and occupancy of the Demised Premises. All rent shall be paid in lawful money of the United States, in advance, on the Commencement Date and on the anniversary of the Commencement Date each year thereafter, without notice or demand. Rent shall be paid to Lessor at Lessor's address set forth in the notices

section of this Lease Agreement. At any time, the Lessee shall have, and is hereby granted, the option to prepay the rent payable under this Section.

2. TERM AND RENEWAL TERM.

- a. The initial term of this Lease Agreement shall begin on the Commencement Date and shall end upon the expiration of twenty (20) years (the “**Initial Term**”)
- b. The term of this Lease Agreement shall be renewed for fifteen (15) additional periods of five (5) years each (each a “**Renewal Term**”). Upon the expiration of the Initial Term and each subsequent Renewal Term, the Lease Agreement shall be automatically renewed for the next successive five (5) year Renewal Term, unless, as, if, and only to the extent permitted under this Lease Agreement, the Lessor provides Lessee with written notice of its intention to terminate the Lease Agreement ninety (90) days prior to the end of the then current term.

3. PERMITTED USE.

- a. Upon completion of Parking Lot Parcel, the Demised Premises shall operate as a parking lot.
- b. Lessor shall maintain the right to use the Demised Premises for employees, patrons, and invitees of The Mill at Fountain Inn.
- c. Lessee will operate, use, and manage the Demised Premises as parking for the City of Fountain Inn and its patrons, in accordance with all laws governing the Demised Premises, and this Lease Agreement.
- d. Lessee may not operate any for-profit business(es) on or in the Demised Premises; however, Lessee shall have the right to rent the Demised Premises to private parties and/or use the Demised Premises for special public events, including, but not limited to farmer’s markets and festivals, provided Lessee gives reasonable notice of such event(s) to Lessor.
- e. The Demised Premises shall be subject to all covenants, conditions, restrictions, reservations, easements, rights-of-way, and plat to Parking Lot Parcel.

4. CONDITIONS OF PREMISES. Lessee’s taking possession of any portion of the Demises Premises shall be conclusive evidence that such portion of the Demised Premises was in good order and satisfactory condition when Lessee took possession (except for latent defects). The Demised Premises shall be delivered in its “AS IS” condition.

5. MAINTAINANCE. Lessee shall, at all times during the Term of this Lease Agreement, at Lessee’s sole cost and expense, keep and maintain the Demised Premises, and all adjoining areas out to the perimeter pavement, and appurtenances and every part thereof that may exist on, in, or be made a part of the Demised Premises, in good order, condition and repair, and in accordance with all applicable law. Lessee will not permit any abuse, waste, or neglect of the Demised Premises. Such maintenance and

repairs shall be performed with due diligence, lien-free and in a workmanlike manner, by such contractor(s) selected by Lessee and approved by Lessor, which approval shall not be unreasonably withheld, delayed, or conditioned; provided consent shall not be required for janitorial service providers. Lessee shall make best efforts to protect the Demised Premises from vandalism.

6. **TAXES; ASSESSMENTS; UTILITIES.** During the Term of this Lease Agreement, to the extent applicable, Lessee shall pay annually at the Lessor's option either to Lessor or directly to each applicable taxing authority, as additional rent for each tax year during the Term of this Lease Agreement, any and all real property taxes levied against Lessee's leasehold interest in the Demised Premises, provided, however, Lessee shall not be liable for any real property taxes related to Lessor's ownership of the Demised Premises. Lessee shall not be liable for any income, excise, excess profit, succession, transfer, franchise, betterment, or other tax levied against Lessor, all of which shall be the obligation of Lessor.

7. **INSURANCE.** Lessee shall, at all times during the Term of this Lease Agreement, at Lessee's sole cost and expense, procure and maintain in full force, a general liability insurance policy covering the Demised Premises, with, to the extent permitted by Lessee's insurance provided, Lessor named as an additional insured or loss payee, as Lessor's interests may appear. Lessor shall, at all times during the Term of this Lease Agreement, at Lessor's sole cost and expense, procure and maintain in full force, a owner's property insurance policy covering the Demised Premises, with Lessee named as an additional insured or loss payee, as Lessee's interests may appear.

8. **ALTERATIONS.** After completion of Parking Lot Parcel, no further alterations shall be undertaken without express written consent from the Lessor.

9. **SUBLETTING.** Lessee shall not have the right to sublease the Demised Premises.

10. **MORTGAGES.** Lessee shall not have the right to encumber its interest in this Lease Agreement under any Leasehold Mortgage.

11. **DEFAULT BY LESSEE AND REMEDIES OF LESSOR.**

- a. Each of the following events shall be an Event of Default by Lessee:
 - i. If Lessee shall fail to pay any item of Rent, or any part thereof, when the same shall become due and payable and such failure shall continue for fifteen (15) days after notice from Lessor to Lessee.
 - ii. If Lessee otherwise shall fail to observe or perform one or more of the other material terms, conditions, covenants or agreements contained in this Lease Agreement, and such failure shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or because of Unavoidable Delays reasonably be performed, done or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as Lessee shall have

commenced curing the same within such thirty (30) day period and shall, subject to Unavoidable Delays, diligently, continuously and in good faith prosecute the same to completion).

- b. Upon the occurrence of an Event of Default, Lessor may, at its option, give notice to Lessee of the termination of this Lease Agreement and, upon sixty (60) days after service of such notice, this Lease Agreement, the Term and Lessee's estate shall terminate and shall end with the same force and effect as if that day were the day fixed for the Expiration Date.
- c. If this Lease Agreement is terminated or if Lessor reenters or obtains possession of the Demised Premises by summary proceedings or any other legal action or proceeding or by any other legal act (without liability or obligation to Lessee or any Sublessee or any other occupant of the Demised Premises), all the following provisions shall apply:
 - i. Lessee shall promptly vacate and surrender the Demised Premises and the Improvements to Lessor in good order, condition, and repair; however, this provision shall not apply to reasonable wear and tear and damage that Lessee is not obligated under the terms of this Lease Agreement to repair.
 - ii. Lessee shall promptly pay to Lessor all Rent payable to the date on which this Lease Agreement is terminated.
 - iii. Lessor may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by Lessee of the applicable provisions of this Lease Agreement and/or to recover damages for breach thereof. Each right and remedy of Lessor provided for in this Lease Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise.
 - iv. Lessor shall act in good faith and shall undertake all reasonable efforts to mitigate any damages or potential damages that Lessor has or may suffer as a result of an Event of Default by Lessee, such efforts shall include but are not limited to listing and advertising the Demised Premises for Lease Agreement, engaging a broker, actively showing the Demised Premises to interested parties, and negotiating lease terms in good faith with prospective Lessees. Lessor's duty to mitigate such damages shall survive the Term of this Lease Agreement.

- d. In the Event of Default by Lessee, in addition to any other remedies available to Lessor under this Lease Agreement, at law or in equity, Lessor shall have the right to continue this Lease Agreement in full force and effect, whether or not Lessee shall have abandoned the Demised Premises
- e. The foregoing remedy shall also be available to Lessor in the event Lessee has abandoned the Demised Premises. In the event Lessor elects to continue this Lease Agreement in full force and effect, then Lessor shall be entitled to enforce all its rights and remedies under this Lease Agreement, including the right to recover rent as it becomes due. Lessor's election not to terminate this Lease Agreement or pursuant to any provision of this Lease Agreement, at law or in equity, shall not preclude Lessor from subsequently electing to terminate this Lease Agreement or pursuing any of its other remedies.
- f. In the Event of Default by Lessee, in addition to any other remedies to Lessor under this Lease Agreement, at law or in equity, Lessor may, at its option, cure such default, and upon reasonable notice to Lessee, tax the costs of the cure to Lessee as a financial obligation under this Lease Agreement to be paid within thirty (30) days of written notice to Lessee of such cost.
- g. All rights, options and remedies of Lessor contained in this Section and elsewhere in this Lease Agreement shall be construed and hold to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue anyone or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease Agreement.

12. DEFAULT BY LESSOR AND REMEDIES OF LESSEE.

- a. Each of the following events shall be an Event of Default by Lessor:
 - i. If Lessor shall fail to put the Lessee in possession of the Demised Premises within three hundred sixty-five (365) days of the Commencement Date;
 - ii. If Lessor shall fail to observe or perform one or more of the other material terms, conditions, covenants or agreements contained in this Lease Agreement, and such failure shall continue for a period of thirty (30) days after notice thereof by Lessee to Lessor specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or because of Unavoidable Delays reasonably be performed, done or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as Lessor shall have commenced curing the same within such thirty (30) day period and shall, subject to Unavoidable Delays, diligently, continuously and in good faith prosecute the same to completion);

b. Upon the occurrence of an Event of Default, Lessee may terminate this Lease Agreement.

13. EFFECT OF EXPIRATION OR TERMINATION. Upon the termination or expiration of this Lease Agreement from any cause other than default by Lessor, all rights and interests of Lessee, and all persons whomsoever claiming by, through or under Lessee (with the exception of the rights of leasehold mortgagees), shall immediately cease and terminate, and the Demised Premises, and all Improvements located thereon, shall thence forward constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make such compensation to Lessee or to anyone whomsoever, free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time. Lessee agrees, at the termination of this Lease Agreement, to surrender unto Lessor, all, and singular the Demised Premises with the then existing Improvements constructed and located thereon and therein.

14. NOTICES. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Lease Agreement shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

IF TO LESSOR:

With a copy to:

The Mill at Fountain Inn, LLC
1140 Woodruff Road, Unit 106-153
Greenville, SC 29607
Attention: Bryan Beal

Kelley H. Jones, Esquire
The K H Jones Law Firm
33 Market Point Drive
Greenville, SC 20607

IF TO LESSEE:

With a copy to:

The City of Fountain Inn
200 North Main Street
Fountain Inn, South Carolina 29644
Attention: City Administrator

King Kozlarek Law LLC
Attention: Michael E. Kozlarek, Esq.
Post Office Box 565
Greenville, South Carolina 29602-0565

Notwithstanding anything contained in this Lease Agreement to the contrary, any notice required to be given by the Lessor or Lessee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

15. HOLDING OVER. Lessee shall not use or remain in possession of the Demised Premises after the termination of this Lease Agreement. Any holding over or continued use or occupancy by Lessee after

the termination of this Lease Agreement, without the written consent of Lessor, shall constitute a tenancy-at-sufferance and Lessee shall be liable for Rent and all other expenses, obligations, and payments in effect for the immediately preceding year of the Term of this Lease Agreement. There shall be no renewal whatsoever of this Lease Agreement by operation of law.

16. COMPLIANCE WITH LAWS. Lessee warrants and agrees that, during the entire Term of this Lease Agreement and at its expense: (a) Lessee will conduct Lessee's business and activities on or related to the Demised Premises only in full compliance with all applicable laws; and (b) Lessee will neither do nor permit any act or omission which could cause the Demised Premises and Lessee's use thereof to fail to be in compliance with all applicable laws. Without limiting the foregoing, Lessee shall promptly cure all violations of law for which Lessee has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any law.

17. QUIET ENJOYMENT. Lessor represents and warrants that the Lessor has full power and authority to enter into this Lease Agreement and to lease the Demised Premises to Lessee in accordance with the terms and conditions of this Lease Agreement. Lessor covenants and agrees that, if and so long as Lessee observes and performs each covenant, agreement, provision, and condition of this Lease Agreement on the part of Lessee to be observed and performed throughout the Term of this Lease Agreement, Lessee may peaceably and quietly enjoy the Demised Premises without hindrance or molestation of Lessor or any Person acting through Lessor.

18. LESSOR AND LESSEE REPRESENTATIONS AND WARRANTIES. Lessor and Lessee each represent and warrant that:

- a. This Lease Agreement has been duly authorized, executed and delivered by such party and constitutes the legal, valid, and binding obligation of such party.
- b. There are no actions, suits or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority which would impair such party's ability to perform its obligations under this Lease Agreement.
- c. The consummation of the transactions hereby contemplated, and the performance of this Lease Agreement will not result in any breach or violation of, or constitute a default under, any Lease Agreement or financing agreement.

19. CONDEMNATION. If the Demised Premises or any portion thereof shall be taken or condemned or purchased under the threat of condemnation by any competent authority for any public or quasi-public use or purpose, or if the configuration of any street, alley, bridge, railroad facility, or other improvement or structure adjacent to the Demised Premises is changed by any competent authority and such taking or change in configuration makes it necessary or commercially desirable to remodel or reconstruct the Demised Premises, Lessor shall have the right, exercisable at its sole discretion, to cancel this Lease Agreement upon not less than ninety (90) days' notice prior to the date of cancellation designated in the

notice. Regardless of whether Lessor exercises such cancellation right, Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or change in configuration, it being agreed by Lessee that each such award is the sole property of Lessor, and that Lessee has no interest therein. In the event that Lessee remains in possession of the Demised Premises, and if Lessee does not terminate the Lease Agreement, then all of the terms herein provided shall continue in effect except that the Rent shall be adjusted on a per square foot basis, and Lessee shall make all necessary repairs or alterations to the Demised Premises which are required to constitute the remainder of the Demised Premises a complete architectural unit.

20. MISCELLANEOUS.

- a. **Memorandum.** Either the Lessor or Lessee may record a memorandum of this Lease Agreement or a memorandum of any amendment or modification of this Lease Agreement, provided the memorandum shall not include the financial terms of this Lease Agreement or of any amendment or modification of this Lease Agreement. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease Agreement or a memorandum of any amendment or modification of this Lease Agreement in proper form for recordation together with any transfer tax returns or forms necessary for such recordation. The party requesting such a memorandum of Lease Agreement shall be responsible for the payment of any recording taxes. Lessee covenants that it will, at the request of Lessor on or after the Expiration Date, execute, acknowledge, and deliver an instrument canceling any memorandum of Lease Agreement which is recorded, and all other documentation required to record same. If Lessee fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, then Lessee hereby appoints Lessor as Lessee's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver such instrument of cancellation on Lessee's behalf.
- b. **No Waiver; Cumulative Rights of Lessor.**
 - i. No failure of a party to exercise any power given hereunder or to insist upon strict compliance with the duties and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of such party's right to demand exact compliance with the provisions contained in this Lease Agreement.
 - ii. All rights, powers and privileges conferred herein upon both parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- c. **Estoppel Certificates.** Lessee agrees, upon ten (10) days' prior written notice from Lessor, to execute and deliver to Lessor or to any other entity that Lessor directs, an estoppel certificate stating that as of the date of the certificate, (i) the Lease Agreement in full force and effect, (ii) Lessee is not in default under the Lease Agreement, (iii) the Lease

Agreement has not been amended, modified, or terminated, (iv) the date to which Rent has been paid, (v) that there is no default by Lessor, and (vi) any other reasonable provision requested by a prospective lender or purchaser. If Lessee fails to execute, acknowledge, and deliver any such instruments within ten (10) days after request therefor, Lessor is hereby granted an irrevocable attorney-in-fact, coupled with an interest, to execute such instruments on Lessee's behalf, which statement shall be binding on Lessee to the same extent as if executed by Lessee.

- d. **Subordination.** This Lease Agreement is subject and subordinate to all covenants, conditions, restrictions, reservations, easements, rights-of-way, and plats, all ground or underlying leases, and to all mortgages which are now affecting such leases, or the real property of which Demised Premises are a part, and to all renewals, modifications, consolidations, replacements, and extensions of any such underlying leases and mortgages without the necessity of any notice or written instruments, provided, however, Lessee's general governmental activities and/or governmental services, including, for example, any activities and/or services related to general health, safety, and/or enforcement, by operation of Lessee's being a local government organized existing under the laws of the State are not subordinate in any way. Upon demand, Lessee shall, within ten (10) days, execute a document requested by Lessor to evidence such subordination. If Lessee fails to execute, acknowledge, and deliver any such instruments within ten (10) days after request therefor, Lessor is hereby granted an irrevocable attorney-in-fact, coupled with an interest, to execute such instruments on Lessee's behalf, which statement shall be binding on Lessee to the same extent as if executed by Lessee.
- e. **Successors and Assigns.** It is mutually covenanted, understood and agreed by and between the parties hereto, that each of the provisions of this Lease Agreement shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors and assigns of Lessor and Lessee hereto, and shall be deemed and treated as covenants running with the Demised Premises during the term of this Lease Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors and assigns of said party, the same as if in each case expressed. Notwithstanding the foregoing, the Lessee may not transfer or assign its right under this Lease Agreement.
- f. **Governing Law: Jurisdiction: Venue.** This Lease Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Lease Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of South Carolina, excluding choice of law principles. The parties hereby consent to the exclusive jurisdiction of and venue in the federal and/or state courts located in Greenville County, South Carolina.

- g. **Severability.** In the event any provision, or any portion of any provision of this Lease Agreement is held invalid, the other provisions of this Lease Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.
- h. **No Agency.** Nothing in this Lease Agreement is intended, or shall in any way be construed, to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease Agreement shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease Agreement.
- i. **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Sections or Subsections.
- j. **Partial Invalidity.** If any term, provision, or condition contained in this Lease Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement shall not be affected, and each and every other term, provision, and condition of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.
- k. **Force Majeure.** Neither Lessor nor Lessee is required to perform any term or covenant in this Lease Agreement as long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, acts of terrorism, and any other cause not reasonably within Lessor's or Lessee's control and that Lessor or Lessee, by exercising due diligence and by paying commercially reasonable sums of money, cannot prevent or overcome, in whole or part; provided, however, that no such event or cause shall relieve Lessee of its obligations hereunder to make full and timely payments of Rent as provided herein.
- l. **Waiver of Consequential Damages.** Notwithstanding anything to the contrary contained herein, Lessor shall not be liable to Lessee for consequential, special, or punitive damages as a result of its breach of this Lease Agreement, including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property.
- m. **Prevailing Party.** If any action or proceeding is brought by Lessee against Lessor under this Lease Agreement and Lessee does not prevail, Lessor shall be entitled to recover from Lessee attorneys' fees and court costs.
- n. **Entire Agreement.** The making, execution and delivery of this Lease Agreement by Lessee has not been induced by any representations, statements, covenants, or warranties by Lessor except for those contained in this Lease Agreement. This Lease Agreement constitutes the full, complete, and entire agreement between and among the parties hereto;

no agent, employee, officer, representative or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Lease Agreement. No amendment of this Lease Agreement shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Lease Agreement.

- o. **Counterparts.** This Lease Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed and sealed pursuant to authority duly given, effective as of the date indicated above.

DEVELOPER:

The Mill at Fountain Inn, LLC

Date: _____

By: _____

Its: _____

CITY:

City of Fountain Inn, South Carolina

Date: _____

By: _____

Its: _____

Exhibit A

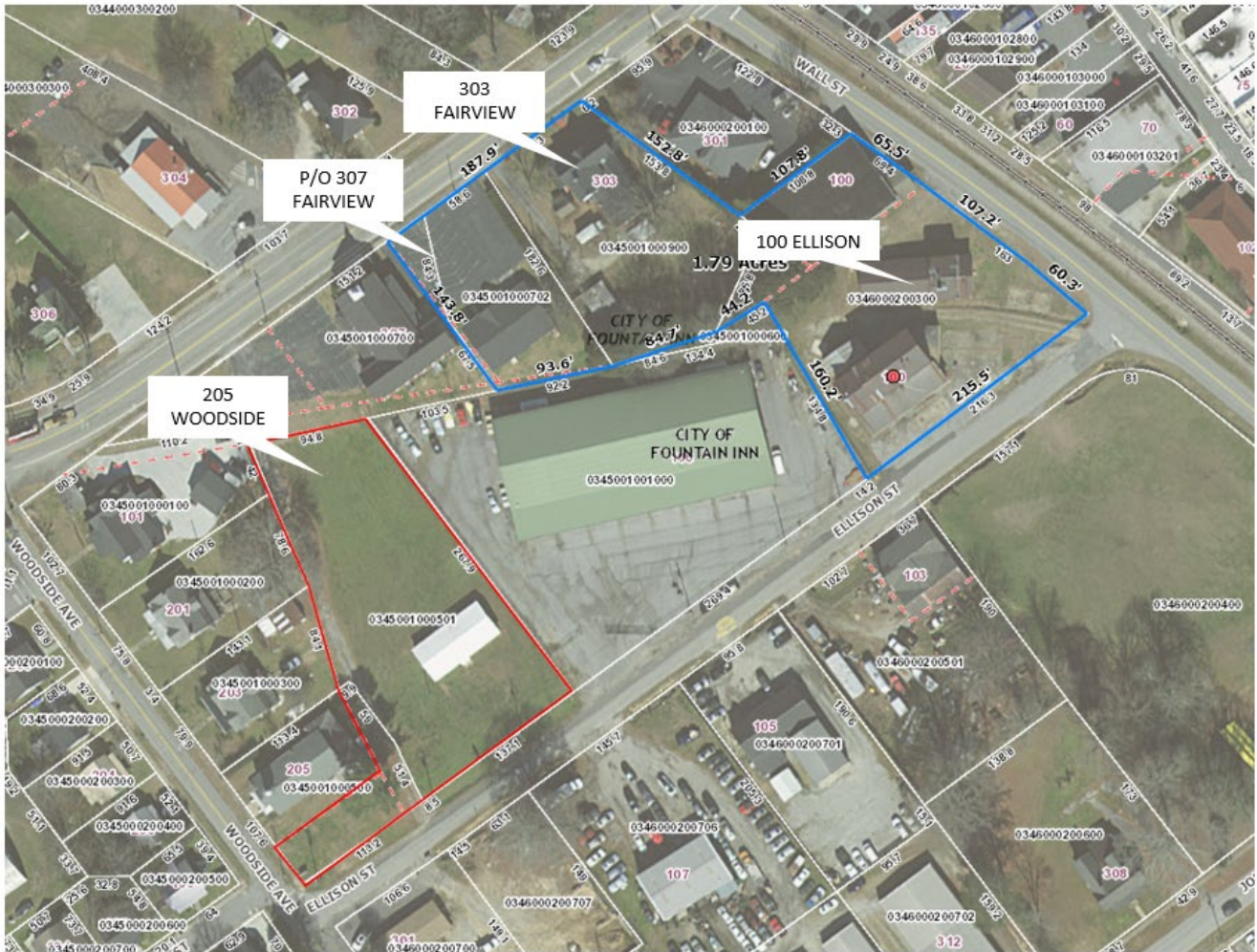
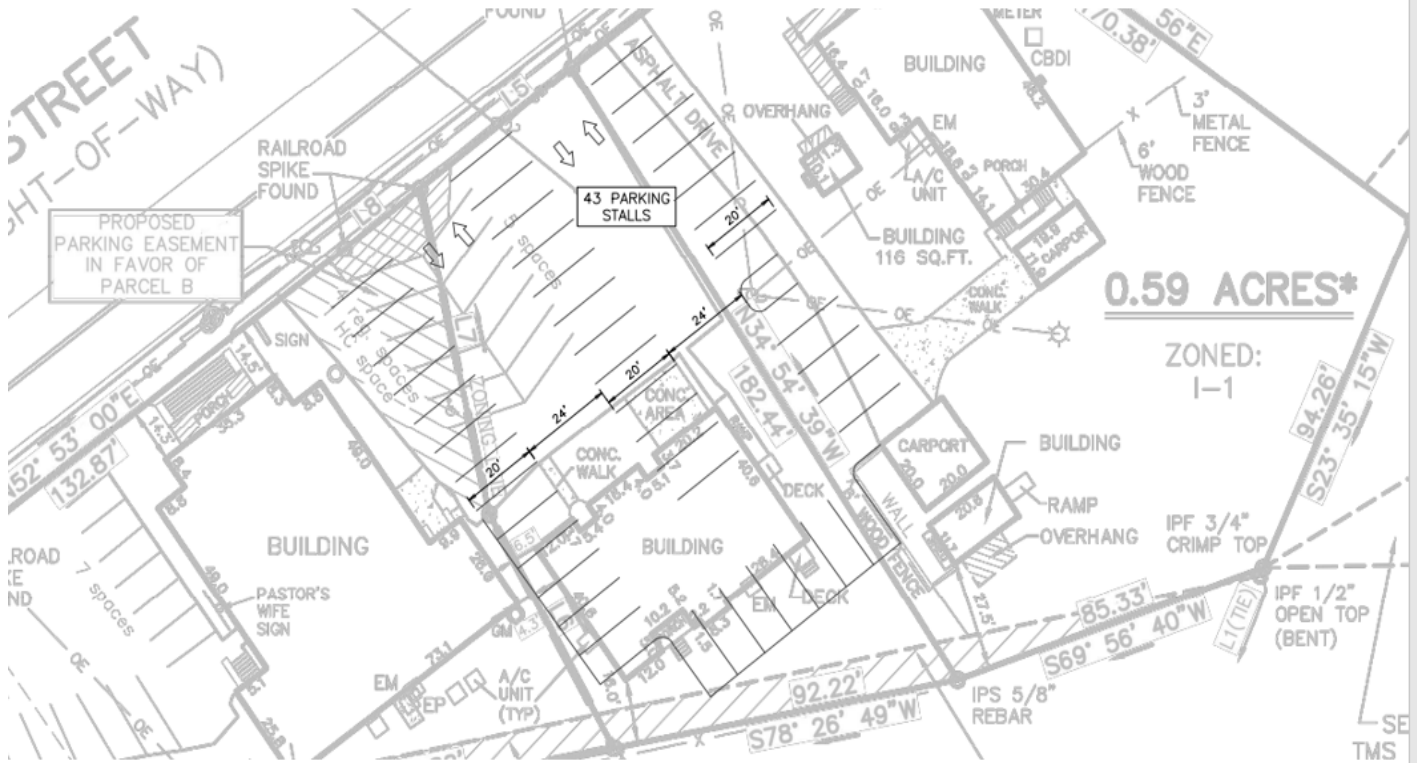


Exhibit B

303/307 FAIRVIEW PARKING



+/- 43 TOTAL SPACES