# ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING

**TUESDAY, JANUARY 4,2022 | 6 PM**

1st Committee Meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers

The meeting will be available remotely through Zoom. Please visit the City's website at https:// cityofmauldin.org/your-government/meeting-minutes-agendas/ to access the meeting via audio and videoconferencing.

**ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING**
**JANUARY 4, 2022, 6PM**
**CITY HALL - COUNCIL CHAMBERS**

**Committee Members:** Taft Matney (Chair), Jason Kraeling, Diane Kuzniar

1. **Call to Order** — Chairperson Taft Matney

2. **Public Comment** — Chairperson Taft Matney

3. **Reading and Approval of Minutes** — Chairperson Taft Matney
   a. Economic Planning & Development Committee Meeting: December 6, 2021 [Page 3]

4. **Reports or Communications from City Officers** — Chairperson Taft Matney
   a. Economic Development Department Director Van Broad
      i. Budget Review
   b. City Center Village Update: The Parker Group

5. **Unfinished Business** — Chairperson Taft Matney

   There is no unfinished business.

6. **New Business** — Chairperson Taft Matney
   a. Resolution- Memorandum of Understanding
   b. Agreement – Environmental Services
   c. Resolution to Certify Textile Mill
   d. Utility Easement

7. **Public Comment** — Chairperson Taft Matney

8. **Committee Concerns** — Chairperson Taft Matney

9. **Adjournment**

MINUTES
ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING
DECEMBER 6, 2021, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
1st committee meeting

Committee Members: Taft Matney (Chair), Jason Kraeling, Diane Kuzniar
Others Present: Community Development Director Van Broad and City Administrator Brandon Madden

1. Call to Order- Chairman Matney
2. Public Comment- None
3. Reading and Approval of Minutes
   a. Economic Planning & Development Committee Meeting: November 1, 2021

   **Motion:** Councilwoman Kuzniar made a motion to approve the minutes with Councilman Kraeling seconding.

   **Vote:** The vote was unanimous (3-0).

4. Reports or Communications from City Officers
   a. Economic Development Department Director Van Broad
   i. Budget Review
   The budget stands at 63%. Economic Development projects are continuing.

   Over five hundred people attended the Tree Lighting ceremony. The Hooray for Holidays Show is being held again this weekend. Mr. Broad thanked all the departments for their help with different events. Mauldin City Singers, directed by Pam Mayfield, will hold their first concert on December 19th. There will be two performances.

   b. City Center Village Update: The Parker Group

   Drew Parker, the developer leading the first phase of Mauldin's coming city center project, expects construction to begin in February or March. The project, Maverick Yards, will include a food court, pickleball, and 55 townhomes on six acres bordered by North Main Street, Murray Drive, East Butler Road and Jenkins Street. Maverick Station, at 1 East Butler Road, should be opening in April or May.

5. Unfinished Business- There is no unfinished business.
6. New Business- There is no new business.
7. Public Comment- None
8. Committee Concerns- None
9. Adjournment- Chairman Matney adjourned the meeting at 6:10 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

# ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**MEETING DATE:** January 4, 2022
**AGENDA ITEM:** 6a

**TO:** Economic Planning & Development Committee
**FROM:** City Administrator Brandon Madden
**SUBJECT:** Memorandum of Understanding – Parking at City Hall

## REQUEST

Approval of a Resolution approving a Memorandum of Understanding (MOU) between Mauldin and East Butler Investments, LLC for parking accommodations for the planned multi-use development vis-à-vis Maverick Station.

## HISTORY/BACKGROUND

The City is the owner of the property at 5 East Butler Road. East Butler Investments via the Parker Group plans to construct a multi-use development located at 1 East Butler Road, known as Maverick Station.

East Butler Investments may need, from time to time, additional parking to accommodate its tenants, agents, guests and patrons of Maverick Station.

## ANALYSIS or STAFF FINDINGS

Via the attached MOU, the City will allow for pedestrian and vehicular ingress and egress and vehicular parking over and across the designated area of the City's parking lot located subject to the terms and conditions set forth in the MOU.

## FISCAL IMPACT

Negligible.

## RECOMMENDATION

Staff recommends approval of the MOU.

## ATTACHMENTS

MOU

**RESOLUTION 2021- _____**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MAULDIN AND EAST BUTLER INVESTMENTS, LLC**

**WHEREAS**, East Butler Investments, LLC ("East Butler") is constructing a multi-use development on its property located at 1 East Butler Road, Mauldin, SC 29662 known as Maverick Station; and,

**WHEREAS**, East Butler may need, from time to time, additional parking to accommodate its tenants, agents, guests and patrons of Maverick Station; and,

**WHEREAS**, the City and East Butler desire to enter into a Memorandum of Understanding ("MOU") in which the City will allow for pedestrian and vehicular ingress and egress and vehicular parking over and across the designated area of the City's parking lot located on its Property as shown on Exhibit "A" to the MOU attached hereto; and,

**WHEREAS**, the City finds and detemines that the MOU attached hereto is in the best interests of the City.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Members of Council of the City of Mauldin, as follows:

**Section 1.** The MOU between the City of Mauldin and East Butler Investments, LLC attached hereto is hereby approved, and the Mayor is authorized to execute and deliver the MOU and any related documents on behalf of the City.

ADOPTED this _____ day of January 2022.

CITY OF MAULDIN

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF SOUTH CAROLINA )
) MEMORANDUM OF UNDERSTANDING
COUNTY OF GREENVILLE )

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Mauldin, a municipal corporation organized pursuant to the laws of the State of South Carolina (the "City"), and East Butler Investments, LLC, a South Carolina limited liability company (the "East Butler").

WHEREAS, the City is the owner and holder of fee simple title to that certain piece, parcel or lot of land situate, lying and being at 5 East Butler Road in the City of Mauldin and County of Greenville, State of South Carolina and having TMS Nos. M003010201300 and M003010201000 (the "Property"); and,

WHEREAS, East Butler plans to construct a multi-use development located at 1 East Butler Road, Mauldin, SC 29662 known as Maverick Station; and,

WHEREAS, East Butler may need, from time to time, additional parking to accommodate its tenants, agents, guests and patrons of Maverick Station; and,

WHEREAS, the City and East Butler desire to enter into this Memorandum of Understanding in which the City will allow for pedestrian and vehicular ingress and egress and vehicular parking over and across the designated area of the City's parking lot located on the Property as shown on Exhibit "A" attached hereto (hereinafter the "Parking Area") subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in the consideration of the sum of Ten and no/100ths ($10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and covenants made herein, the parties hereto agree as follows:

1. Public Parking. The City does hereby grant East Butler, and its tenants, agents, guests and patrons, the right to use the Parking Area for pedestrian and vehicular ingress and egress and vehicular parking over and across the Parking Area to serve as additional parking for its tenants, agents, guests and patrons of Maverick Station. East Butler will make reasonable efforts to ensure that its tenants, agents, guests and patrons use the parking located at Maverick Station before utilizing the Parking Area.

2. Right to Restrict. Upon forty-eight (48) hours prior notice to East Butler, the City may temporarily restrict access to the Parking Area from time to time in connection with designated City events or meetings on the Property or in order to conduct maintenance or repairs to the Parking Area.

3. Maintenance and Upkeep of Parking Area. The City shall maintain the Parking Area and keep the Parking Area in a safe, clean and orderly condition. East Butler shall be responsible for any damage it may cause to improvements located within the Parking Area.

4. No Assignment. This Agreement may not be assigned by East Butler without the express written permission of the City, provided, however, that such permission shall not to be unreasonably conditioned, withheld or delayed.”.

5. Indemnification. East Butler shall indemnify the City, its officers, officials and employees (collectively “Indemnitees”), and shall hold the Indemnitees harmless from liability on account of property damage, bodily injury, including death, caused by the use of the Parking Area by East Butler, and its tenants, guests, invitees, or agents. If a legal action shall be brought against the City, either independently or jointly with East Butler arising out of the negligent use of the Parking Area by East Butler and its tenants, guests, invitees or agents, East Butler will defend, indemnify and hold the City harmless in any third party action, at the cost of East Butler. If a final, non-appealable judgment is obtained against the City, either independently or jointly with East Butler arising out of the negligent use of the Parking Area by East Butler and its tenants, guests, invitees or agents , East Butler will pay the judgment, including all court costs, and will hold the City harmless therefrom. Notwithstanding the foregoing, this indemnity shall not apply to claims for damages or liability arising out of bodily injury, including death, or property damages caused by, arising out of, or resulting from the negligence or willful misconduct of the City, its officers, official, employees, contractors, or agents.

6. Insurance. East Butler shall obtain and maintain during the term of this Agreement commercial general and automobile liability insurance with minimum coverage of $1,000,000.00 per occurrence, insuring against liability arising under this Agreement, and required limits of insurance may be achieved through a combination of primary and umbrella/excess liability policies and shall name City as an additional insured on this coverage. East Butler shall provide a certificate of insurance or memorandum of insurance indicating such coverage.

7. Miscellaneous Provisions.

a. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

b. This Agreement contains the sole and entire agreement of the City and East Butler with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the City and East Butler which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the City and East Butler.

c. Either party may terminate this Agreement without cause with 90 days written notice to the other party. Either party may terminate this Agreement immediately for any breach of this Agreement. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term, unless a party exercises its right to terminate as further described herein.

d. This Agreement shall not be modified, amended or changed in any manner except upon express written consent of the parties to this Agreement.

IN WITNESS WHEREOF, the The City and East Butler have affixed their signatures and seals to this document this ____ day of _____, 2022.

IN THE PRESENCE OF:

CITY OF MAULDIN

_____

_____
BY: Terry Merritt
ITS: Mayor

_____

STATE OF SOUTH CAROLINA )
)
COUNTY OF GREENVILLE )

**ACKNOWLEDGEMENT**

I, _____, a Notary Public in and for the State of South Carolina, do hereby certify that **Terry W. Merritt, Mayor of the City of Mauldin,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

**WITNESS** my hand and seal this _____ day of _____, 2022.

_____
Notary Public for South Carolina
Greenville County
My Commission Expires:_____

IN THE PRESENCE OF:

East Butler Investments, LLC

By: Parker Group Development, LLC

_____

_____
BY: James A. Parker
ITS: Authorized Member

_____

STATE OF SOUTH CAROLINA )
)
COUNTY OF GREENVILLE )

**ACKNOWLEDGEMENT**

I, _____, a Notary Public in and for the State of South Carolina, do hereby certify that James A. Parker, as Authorized Member for Parker Group Developments, LLC, the Manager for East Butler Investments, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

**WITNESS** my hand and seal this _____ day of _____, 2022.

_____
Notary Public for South Carolina
Greenville County
My Commission Expires:_____

EXHIBIT A
(ATTACHED)


110
108
100 A
100 B
100 C
1
5
9
76
E BUTLER RD

# ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**MEETING DATE:** January 4, 2022
**AGENDA ITEM:** 6b

**TO:** Economic Planning & Development Committee
**FROM:** City Administrator Brandon Madden
**SUBJECT:** Agreement – Environmental Services

**REQUEST**

Approval of an agreement with Terracom to provide technical assistance to the City for Environmental Services for brownfield environmental site assessment and related activities.

**HISTORY/BACKGROUND**

On October 5, 2021, the City advertised Request for Qualifications No. 2021 – 08 Professional Environmental Services ("RFQ"), soliciting proposals from experienced and qualified firms to provide technical assistance to the City for Environmental Services for Brownfield Environmental Site Assessment and related activities.

The City received a $300,000 Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA) for the former site of the Public Works operations on Jenkins St. The grant funds will be utilized to identify and inventory the site, conduct Phase I and Phase II environmental site assessments (ESAs), plan for remediation and reuse of assessed sites, perform outreach activities to involve the community, and provide programmatic support.

**ANALYSIS or STAFF FINDINGS**

The City received 5 proposals from firms regarding the RFQ. The proposals were evaluated by the RFQ evaluation committee, and Terracom was recommended as the most responsive and responsible bidder.

Staff negotiated the attached agreement with Terracom to provide technical assistance to the City vis-à-vis the brownsfield grant.

**FISCAL IMPACT**

The funding source for the agreement is the $300,000 Brownfields Assessment Grant the City was awarded by the EPA.

**RECOMMENDATION**

Staff recommends approval of the agreement.

**ATTACHMENTS**

# ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**MEETING DATE:** January 4, 2022
**AGENDA ITEM:** 6c

**TO:** Economic Planning & Development Committee
**FROM:** City Administrator Brandon Madden
**SUBJECT:** Resolution to Certify Textile Mill

**REQUEST**

Approval of a Resolution to certify property at and adjacent to 1 Jenkins Street as an abandoned textile mill site.

**HISTORY/BACKGROUND**

Pursuant to the South Carolina Textiles Communities Revitalization Act, the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina by a developer are eligible for an incentive in the form of a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes.

The Parker Group Development, LLC has represented to the City that it is responsible for the rehabilitation of and expenses associated with certain real property located at and around 1 Jenkins Street and desires to take advantage of the aforementioned incentive.

**ANALYSIS or STAFF FINDINGS**

The Parker Group has applied to the City for a certification of the textile mill site at 1 Jenkins St. Approval of the Resolution certifies:

(1) textile mill site was a textile mill as defined in SC Code Section 12-65-20(3);
(2) textile mill site has been abandoned as defined in SC Code Section 12-65-20(1); and
(3) geographic area of the textile mill site is located within a Distressed Area as designed by the applicable Council of Government and consistent with SC Code Section 12-65-20(4).

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends approval of the Resolution.

**ATTACHMENTS**

Resolution.

RESOLUTION NO. 2021-_____

STATE OF SOUTH CAROLINA
CITY OF MAULDIN
A RESOLUTION

TO CERTIFY PROPERTY AT AND ADJACENT TO 1 JENKINS STREET, MAULDIN SC AS AN ABANDONED TEXTILE MILL SITE (TAX MAP NUMBERS M003010202901; M003010202900; M003010202700; M003010202300; M003010200600; M003010200700).

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the "Act") was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina; and,

WHEREAS, the Act provides that it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in the areas by the redevelopment of these abandoned textile mill sites; and,

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and,

WHEREAS, Parker Group Development, LLC or its affiliates (the "Taxpayer") has represented to the City that it is responsible for the rehabilitation of and expenses associated with certain real property located at and around 1 Jenkins Street in the City of Mauldin, South Carolina (the "City") and further identified as Tax Map Numbers M003010202901; M003010202900; M003010202700; M003010202300; M003010200600; M003010200700 (collectively, the "Property"); and,

WHEREAS, Section 12-65-20(1) of the Act provides that a textile mill is "Abandoned" if at least eighty percent of the textile mill has been nonoperational as a textile mill for a period of at least one year, as further provided for in the Act; and,

WHEREAS, Section 12-65-20(4)(b)(iii) of the Act, as amended, provides for the inclusion of land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses, provided the Property is located in a distressed area as designated by the applicable Council of Governments; and,

WHEREAS, the Property is an abandoned cotton gin and was historically used for the manufacturing of cotton, an ancillary use, as further described in supporting documentation (Exhibit A); and,

WHEREAS, an aerial photograph (Exhibit B) shows the property; and,

WHEREAS, the Appalachian Council of Government has certified the Property as being located in a distressed area (Exhibit C) consistent with Section 12-65-20(4)(b)(iii) of the Act; and,

WHEREAS, the Taxpayer desires to rehabilitate the Property; and,

WHEREAS, the Property is located within the City; and,

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that the:

(1) textile mill site was a textile mill as defined in SC Code Section 12-65-20(3);
(2) textile mill site has been abandoned as defined in SC Code Section 12-65-20(1); and
(3) geographic area of the textile mill site is located within a Distressed Area as designed by the applicable Council of Government and consistent with SC Code Section 12-65-20(4); and,

WHEREAS, the Taxpayer has applied to the City for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and,

WHEREAS, the City wishes to provide the requested certification following due inquiry.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MAULDIN, SOUTH CAROLINA:

Section 1. Taxpayer has submitted to the City a request for a certification of the Property as a textile mill site pursuant to Section 12-65-60 of the Act.

Section 2. Based upon the information provided to it by the Taxpayer, the City hereby certifies pursuant to the Act that:

a. The Property was a textile mill as defined in SC Code Section 12-65-20(3).
b. The Property has been abandoned as defined in SC Code Section 12-65-20(1).
c. The geographic area of the Property is located within a Distressed Area as designed by the applicable Council of Government and consistent with the definition of a textile mill site, as defined in SC Code Section 12-65-20(4).

Section 3. This Resolution provides no property tax relief whatsoever, and the City approves this resolution with the understanding Taxpayer will take any credits against State income taxes; further, the City expresses no opinion regarding the availability of same to Taxpayer beyond the certification contained herein.

Section 4. This Resolution shall become effective upon the date of enactment.

[*Signature pages follow.*]

**DONE** in meeting duly assembled this ___ day of _____, 20___.

**CITY OF MAULDIN**

_____

Terry Merritt, Mayor

_____

Brandon Madden, City Administrator

Attest:

_____

Clerk to City Council

Exhibit A

Parker Group Development, LLC Supporting Documentation

cousin Otis White, went with them. He and Otis played on the heavily packed cotton in the wagon while they waited in line to get to the gin. Finally his father pulled the wagon under the shed for the cotton to be unloaded.

A suction pipe about 8" in diameter was under the shed and this pipe suctioned the cotton off the wagon and into the gin. The boys took off their straw hats, filled them with cotton and held them up for the suction to catch the cotton. T. L. Williams, the ginner cautioned the boys to "let the cotton come and stay out of the way", but the boys were having too much fun. Young Lawrence scooped a big hat full of cotton up and held it for the suction and it caught the hat with the cotton. The saw teeth in the gin, that picked seed from the cotton, picked a few holes in the hat before Mr. Williams could shut the gin down and retrieve it. After that Lawrence was called the boy with the holey hat.

On October 9, 1952, the gin was sold to Ninety Six Manufacturing Company. An aerial view photograph of Mauldin taken in 1957 shows the cotton gin still standing. The Mauldin Sanitation Department is located on the cotton gin site.



*The 'new' cotton gin with Jessie Caroline Whitt in the foreground.*

## THE FRANK SHAVER STORE

Frank Shaver, his wife and children lived in Conestee in the early 1900's. A deed recorded in 1911 denotes his property as being "near Conestee Mills". He operated a small wood framed store located on the south side of the bridge over Reedy River near the mill before 1908. While the family lived there, Mrs. Shaver died, leaving nine children.

In August 1910 Greenville County had an abundance of rain for three days causing all the creeks and rivers in the area to swell and overflow their banks. A flood of water washed down Reedy River from Greenville destroying every bridge on the river. Residents here remember the flood being called "The August Freshet" This flood washed away the bridge at Conestee and also Mr. Shaver's store.

That year Mr. Shaver moved with his children to

After Minnie Shaver finished school in Mauldin, she helped her father in the store until she married.

Mr. Shaver operated the store until he retired, then he lived with his son Lawrence until he died.

Frank Shaver's son, Henry operated the store after he married, then became a building contractor. The store was later sold to Will Alexander and torn down sometime after 1942.

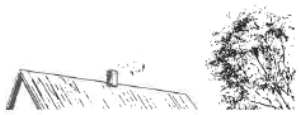


Exhibit B
Aerial Photograph



Exhibit C
Appalachian Council of Governments Certification

APPALACHIAN
COUNCIL OF GOVERNMENTS

J. Philip Land, Jr.
Haynsworth Sinkler Boyd, PA
PO Box 2048
Greenville, SC 29602-2048

November 23, 2020

Dear Philip,

Amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Greenville County tax parcels M003010202901, M003010202900, M003010202700, M003010202300, M003010200600, and M003010200700 are in a distressed area of the State of South Carolina, as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance with this effort, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson
Economic Development Director

30 Century Circle, Greenville, SC, 29607
Phone | 864.242.9733
www.scacog.org

# ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**MEETING DATE:** January 4, 2022
**AGENDA ITEM:** 6d

**TO:** Economic Planning & Development Committee
**FROM:** City Administrator Brandon Madden
**SUBJECT:** Utility Easement

## REQUEST

Approval of a utility easement with East Butler Investments, LLC vis-à-vis Maverick Station.

## HISTORY/BACKGROUND

The City is the owner of the property at 5 East Butler Road. East Butler Investments via the Parker Group plans to construct a multi-use development located at 1 East Butler Road, known as Maverick Station.

East Butler Investments may need, from time to time, maintain utility lines (e.g., gas, sewer, water, electrical) that are on the City-owned property.

## ANALYSIS or STAFF FINDINGS

The utility easement allows for East Butler Investments via the Parker Group to maintain the utility facilities that are on City property as defined in the attached easement agreement.

## FISCAL IMPACT

None.

## RECOMMENDATION

Staff recommends approval of the easement agreement.

## ATTACHMENTS

Utility easement agreement.

STATE OF SOUTH CAROLINA )
)
COUNTY OF GREENVILLE )

UTILITIES
EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** ("Agreement"), dated as of September ___, 2021 (the "Effective Date"), is by and between **City of Mauldin, South Carolina**, a South Carolina municipal corporation ("Grantor") and **East Butler Investments, LLC**, a South Carolina limited liability company, **Hans Bolli**, and **June A Bolli** (collectively "Grantee").

RECITALS

A. Grantee is the owner of that certain parcel of land located in Greenville County South Carolina (the "Butler Parcel"), being more particularly shown and described as "Lot 1" on that plat prepared by 3D Land Surveying dated June 19, 2020 and recorded May 25, 2021 in Plat Book 1399 at Page 20 in the Greenville County Register of Deeds Office (hereinafter the "Plat"), to which Plat reference is made for a more particular description of the parcel.

B. Grantor is the owner of a parcel of land in located in Greenville County, South Carolina (the "City Parcel"), shown and described as Lot 2 on the Plat.

C. The Grantor agrees to grant to the Grantee a utility easement for purposes of installation, construction, repair, replacement, maintenance and improvement and use of utilities (including but not limited to storm water drainage facilities, water and sanitary sewer lines, and underground electric and telecommunications lines);

D. Grantee desires to acquire from Grantor, and Grantor desires to grant to Grantee, an easement for the benefit of the Butler Parcel on, over, under, upon and across the City Parcel, as further set forth herein.

NOW, THEREFORE, for and in consideration of the sum of $10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and made a part of this Agreement.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants, bargains, sells and conveys to Grantee, its heirs, successors and assigns, the following:

2.1. A non-exclusive, perpetual easement (the "Easement") for the benefit of the Butler Parcel for purposes of installation, construction, repair, replacement, maintenance and improvement and use utilities (including but not limited to storm water drainage facilities, water and sanitary sewer lines, and underground electric and

telecommunications lines) as defined in Exhibit A to serve and for the benefit of the Butler Property and its current and future development (the "Infrastructure"), together with the right of ingress and egress over and across the City Property for the purpose of exercising the rights, privileges, and easements herein reserved and established. Grantee agrees to restore the surface of the Property following any installation, repair, replacement or improvement of Infrastructure as nearly as practical to the condition in which it existed prior to such installation, repair, replacement or improvement. Further, any party performing work on property of another owner pursuant to this Easement agrees, on behalf of itself and its successors and assigns, to indemnify and hold the Grantor harmless from and against any loss, damage, liability, cost, expense (including reasonable attorneys' fees), demand or claim resulting from or related to the exercise of any rights granted herein. from and against any loss, damage, liability, cost, expense (including reasonable attorneys' fees), demand or claim resulting from or related to the exercise of any rights granted herein.

Commented [dh1]: Can you identify the location of the easements?

3. Use of Easement. Grantee shall use the Easement solely for the purposes set forth herein and shall not use the Easement for any other purpose without the express written consent of Grantor, which such consent may be granted or withheld in Grantor's sole discretion.

4. Beneficial Use. The Easements established and reserved herein are for the benefit of Grantee and their successors and assigns as owners of the Butler Property and their respective tenants, subtenants, concessionaires and licensees. Grantor, for itself and its successors and assigns, reserves the right with respect to the Easements to use and occupy the Easement Area for any other purpose not inconsistent with the rights, privileges and easements established by this Easement and which will not unreasonably interfere with or endanger any of the rights reserved and established hereby.

5. Maintenance of Improvements. Grantee shall cause Infrastructure located on the City Parcel to meet, at a minimum, all applicable governmental ordinances, licenses and permit regulations and requirements. The Infrastructure shall be operated, maintained, repaired, replaced and improved by Grantee.

6. Easements Run with the Land. Each and every one of the benefits and burdens of the Easement shall run with the land and inure to, and be binding upon, the respective legal representatives, administrators, successors, heirs and permitted assigns of the Grantor and the Grantee.

7. Indemnification.

7.1. Grantee shall indemnify and hold harmless Grantor, its members, managers, officers, directors, employees, agents and representatives from and against any and all claims, losses, damages, injuries, causes of actions, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from or relating to, directly or indirectly, (i) Grantee's use, operation, maintenance or repair of the Easement or any related construction, operation or improvements for which Grantee is responsible; (ii) Grantee's entry upon, or access

to, City Parcel; or (iii) the negligence, recklessness or willful misconduct of Grantee, its trustees, directors, officers, members, managers, employees, agents or representatives, except for any Losses resulting from the gross negligence or willful misconduct of Grantor, its members, managers, officers, directors, employees, agents and representatives.

7.2. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

8. Costs of Litigation. Any dispute or controversy arising under this Agreement, or in the event either party seeks to enforce its rights hereunder through litigation or other legal proceeding, the prevailing party in such litigation or proceeding shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party in addition to all other remedies available to such party under applicable law or in equity. This provision shall survive the termination or expiration of this Agreement. Before any party commences litigation, the parties agree to attempt to resolve any disputes through mediation pursuant to the South Carolina Rules of Alternative Dispute Resolution with the parties sharing the costs of mediation equally.

9. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of South Carolina, without regard for its conflict of laws principles.

10. Binding Effect. Each party represents and warrants to the other party that this Agreement constitutes a valid and binding obligation of each party, enforceable against such party in accordance with its terms. This Agreement shall be binding upon, and inure to the benefit of, each party's successors, heirs or permitted assigns.

11. Modification and Termination. Any modification of this Agreement and any termination of the rights, privileges and easements contained herein shall be in writing signed by the then owners of the City Property and Butler Property. Nothing contained herein shall be deemed or construed as granting to any tenant, subtenants, or licensee, or any other person or party in possession of any part of the City Property or Butler Property other than an owner in fee simple, any standing under this section and such benefits as they may have under this Agreement shall be subject to modification or termination by the owners of the City Parcel or Butler Parcel.

12. Waiver. No provision of this Agreement shall be deemed to have been waived by a party unless such wavier is in writing and signed by the party against whom enforcement of the waiver is sought.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties regarding the Easement created hereunder and supersedes all prior discussions, negotiations or agreements, whether oral or written, between the parties with respect to the subject matter hereof. There are no representations or warranties of any kind except as expressly set forth herein. Any amendments to this Agreement must be in writing and executed by a duly authorized representative of both parties.

[SIGNATURE PAGE TO FOLLOW]

Execution Page to Utility Easement Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

Signed, Sealed and delivered
in the presence of:

**GRANTOR:**

City of Mauldin, South Carolina

_____
Name:

By:_____
Name: Terry W. Merritt
Title: Mayor

_____
Name:

STATE OF SOUTH CAROLINA )
)
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

I, _____, a Notary Public for State of South Carolina, do hereby certify that Terry W. Merritt, acting as the Mayor of the City of Mauldin, personally came before me this day and acknowledged that he is able to sign behalf of the City of Mauldin, South Carolina, he has read the within instrument, that the statements and recitations made therein are true, and that he acknowledges that he did sign said instrument as his free act and deed.

Witness my hand and seal this _____day of September, 2021.

_____(SEAL)
Notary Public
State of South Carolina
My commission expires: _____

[SIGNATURE PAGE]

Signed, sealed and delivered
in the presence of:

**GRANTEE**:

By: Parker Group Development
Its: Manager

_____
Name:

_____
Name: James Andrew Parker
Title: Authorized Member

_____
Name:

Signed, sealed and delivered
in the presence of:

_____
Name:

_____
Name: Hans Bolli

_____
Name:

Signed, sealed and delivered
in the presence of:

_____
Name:

_____
Name: June A. Bolli

_____
Name:

[SIGNATURE PAGE CONTINUED]

STATE OF SOUTH CAROLINA )
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE )

I, _____, a Notary Public for State of South Carolina, do hereby certify that James A. Parker, acting as the Authorized Member of parker Group Development, LLC the Manager of East Butler Investments, LLC, a South Carolina limited liability company, Hans Bolli, and June A, Bolli, personally came before me this day and acknowledged that they have read the within instrument that the statements and recitations made therein are true and that they acknowledge that they did sign said instrument as their free act and deed.

Witness my hand and seal this _____ day of September, 2021.

_____(SEAL)
Notary Public
State of South Carolina
My commission expires: _____

[SIGNATURE PAGE CONTINUED]

EXHIBIT A UTILITY EASEMENT MAP

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | DIRECTION | CHORD |
| C1 | 74.90' | 610.46' | 7°01'47" | 37.50 | N88°34'56"W | 74.85' |
| C2 | 84.56' | 610.66' | 7°56'04" | 42.35 | S83°48'37"W | 84.50' |
| C3 | 112.01' | 2809.79' | 2°17'02" | 56.01 | S27°34'54"E | 112.00' |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L2 | 0.20' | N15°11'24"W |
| L3 | 29.42' | N87°29'58"W |
| L4 | 17.26' | N57°36'51"W |
| L5 | 74.37' | N27°35'18"W |
| L6 | 104.26' | N69°37'32"E |
| L7 | 45.39' | N20°13'27"W |
| L8 | 67.97' | N65°54'46"E |

N/F
CITY OF MAULDIN
D.B. 1014–205
P.B. 38D–43
ZONED: CRD
TMS M003010201000

N/F
TOWN OF MAULDIN
D.B. 625–01
P.B. J–153
ZONED: CRD
TMS M003010201300

N/F
TOWN OF MAULDIN
D.B. 625–01
P.B. J–153
ZONED: CRD
TMS M003010201200

N/F
108 MAIN STREET
PARTNERS, LLC
D.B. 2492–5756
P.B. 1240–72
ZONED: CRD
TMS M003010201800

S.C. GRID
COORDINATES:
N 1074379.58
E 1606618.54
NAD 83/2011
ELEV: 937.50
NAVD88

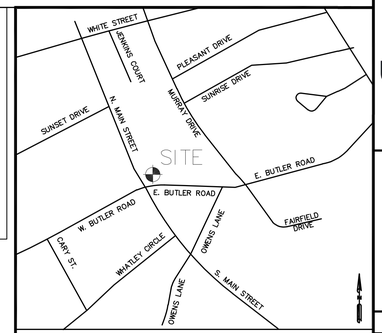
RENOVATED BUILDING
±11,271 SF

N. MAIN STREET
U.S. HWY. 276
(VARIABLE R/W)
SCDOT FILE
23.832 SHEET 20

E. BUTLER ROAD
S–23–107
(VARIABLE R/W)
SCDOT FILE
23.832 SHEET 26

## LEGEND

| PROPOSED | DESCRIPTION |
|---|---|
| 1" W | WATER LINE |
| UE/UT | UNDERGROUND ELEC/TELE |
| | STORM DRAIN |
| 4" SS | SANITARY SEWER LINE |
| UG | UNDERGROUND GAS LINE |
| CO | SANITARY SEWER MANHOLE |
| | CLEAN OUT |




VICINITY MAP
(N.T.S)

## AGENCY AND UTILITY CONTACTS

PLANNING AND DEVELOPMENT
CITY OF MAULDIN
5 EAST BUTLER ROAD
MAULDIN, SC 29662
CONTACT: AMY GREGORY
PH: (864) 234-3484

WATER
GREENVILLE WATER
407 WEST BROAD ST
GREENVILLE, SC 29601
PH: (864) 241-6000

SEWER
MAULDIN PUBLIC WORKS
126 MCDOUGALL COURT
GREENVILLE, SC 29607
PH: (864) 289-8904

GAS
PIEDMONT NATURAL GAS
100 WOODRUFF ROAD LN
GREENVILLE, SC 29607
PH: (800) 752-7504

POWER
DUKE ENERGY
425 FAIRFOREST WAY
GREENVILLE, SC 29607
PH: (800) 777-9898

FIRE DEPARTMENT
CITY OF MAULDIN FIRE DEPARTMENT
9 EAST BUTLER ROAD
MAULDIN, SC 29662
PH: (864) 288-5094

PREPARED BY:
URBANCIVIL
147 WELBORN STREET
SUITE A2
GREENVILLE, SC 29601
rmartin@urbancivilsc.com

PREPARED FOR:
THE PARKER GROUP

REVISIONS

| ISSUED | COMMENT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

# MAULDIN MIXED USE

1 EAST BUTLER ROAD
MAULDIN, SC 29662

UTILITY EXHIBIT

DATE: 12.29.2021

UE-1
SHEET

SCALE: 1" = 20'