“Don’t judge each day by the harvest you reap, but by the seeds that you plant.”

ROBERT LOUIS STEVENSON

GCRA Board Meeting
August 25, 2020
<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12:30 P.M. Administration Committee Meeting GCRA Conference Room</td>
<td></td>
<td>12:30 P.M. Operations Committee Meeting GCRA Board Room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12:30 P.M. Board Meeting GCRA Board Room</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>Sunday</td>
<td>Monday</td>
<td>Tuesday</td>
<td>Wednesday</td>
<td>Thursday</td>
<td>Friday</td>
<td>Saturday</td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>---------</td>
<td>-----------</td>
<td>----------</td>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
</tr>
<tr>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

- **September 7** (Labor Day: Office Closed)
- **12:30 P.M.**
  - Administration Committee Meeting
  - GCRA Conference Room
- **12:30 P.M.**
  - Operations Committee Meeting
  - GCRA Board Room
- **12:30 P.M.**
  - Board Meeting
  - GCRA Board Room
1. Opening and Roll Call

2. Invocation

3. *Approval of June 23, 2020 Minutes (Pages 5-8)

4. *Approval of July 28, 2020 Minutes (Pages 9-13)

5. *Approval to Authorize the Executive Director to enter into a Purchase and Redevelopment Agreement for the property located at 220, 240, 270 A Street Greenville, SC 29609 (Poe Mill Site) (Pages 14-48)

6. Administration Committee (Pages 49-53)
   a) * Approval of Execution of Engineering Consulting Service Contract with Seamon Whiteside for the Fairview Redevelopment Project.
   b) *Approval of Recommended 2020 Salary Increase for Employees
   c) *Approval to Establish COVID Fund Account with TD Bank
   d) *Approval of Revisions and Additions to the Employee Handbook

7. Operations Committee Pages 54-56)
   a) *Approval of Proposed Operations Goals for Fiscal Year 2020

8. Other Business
   a) Executive Director’s Update

9. Executive Session. When necessary, the Board convenes in Executive Session for the discussion of negotiations incidental to proposed contractual arrangements and proposed sale or purchase of property, 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, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the Redevelopment Authority of a claim, or other matters authorized by the South Carolina Freedom of Information Act.

10. Adjournment
BOARD MEMBERS PRESENT:  Walter Moragne, Chairman  
Charlotte Osmer, Vice-Chair  
Jane Kizer, Treasurer  
Lawrence Black  
Amy Coleman  
Barry Coleman  
Grant Cothran  
David Doser  
James Hammond  
Erin Smith  
Lawson Wetli  
K. Todd Yeomans  

STAFF MEMBERS PRESENT:  John Castile, Executive Director  
Imma Nwobodu, Program Director  
Joe Smith, Operations Director  
Pamela Proner, Finance Director  
Beverly Robertson, Executive Assistant/HR Manager  

GUEST PRESENT:  Anna Mitchell, Greenville News  
Rashona Barr, Upstate Mortgage  

1. Opening and Roll Call. The meeting was called to order by the Chairman at 12:30 pm.  

2. Invocation.  

3. Approval of Minutes. On a motion by Mr. Cothran, seconded by Mr. Yeomans, the Board unanimously approved the minutes of the May 26, 2020 Board meeting as presented.  

4. *Approval to Authorize the Executive Director to Enter into a Purchase Agreement for the Property located at 625 Poinsett Highway (former Piedmont Shirt Factory Site) with Hartness International. Mr. Moragne stated that at this time the Board is not prepared to take a vote on this approval item at the present time. Mr. Castile stated that there are portions of the purchase agreement that still needs working through. Before
the meeting, the purchase agreement was emailed to the Board members and there were some questions and concerns. Because of this, Mr. Castile is deferring the item for the Board’s consideration until the purchase agreement is updated.

4. Administration Committee.

a) Approval of COVID-19 Subrecipients for Implementation of Emergency Solutions Grants -CV. There was no discussion or questions on this item.

On a motion by the Committee, the Board unanimously approved the COVID-19 Subrecipients for Implementation of Emergency Solutions Grants-CV.

b) Approval of COVID-19 Subrecipients for Implementation of Community Development Block Grants -CV. Mr. Coleman asked what agency was HRC. Ms. Nwobodu stated that it stood for Human Relations Commission.

On a motion by the Committee, the Board unanimously approved the COVID-19 Subrecipients for Implementation of Community Development Block Grants-CV.

5. Operations Committee Reports.

a) Approval to Enter into a Sales Agreement for 503 E. Fairview Road, Greer Project. Mr. Cothran stated that the first approval item was for a sales agreement for 503 E. Fairview Road in Greer with a sales price of $216,389. This property is about three acres and is located in the Sunnyside neighborhood in Greer. This parcel will allow GCRA to continue building in Greer and potentially partnering with others.

Mr. Castile stated that Mr. Coleman had a question regarding a sentence in the contract that referenced an exhibit. He stated that he has spoken to the attorney and to Mr. Hill and the intention was to have the tax map number along with the exhibit which laid out the property. This line can either be added or struck out because the tax map number is referenced. It was an attempt to clarify. There were no other questions.

On a motion by the Committee, the Board unanimously approved to Enter into a Sales Agreement for 503 E. Fairview Road, Greer Project as presented.

b) Approval of Construction Cost and Sales Price Profiles. Mr. Cothran stated that there were two construction cost and sales price profiles for approval. One is in the Brutontown neighborhood and the other is in Judson. He stated that both homes have the same layout just different price points. Mr. Cothran did want to point out to the Board that Mr. Smith has made a change to the way GCRA has been handling bids. He is now using an online portal, BidNet. There were no discussion or questions.
On a motion by the Committee, the Board unanimously approved the Construction Cost and Sales Price Profiles as presented.

6. **Introduction of New Board member, Lawrence Black.** Mr. Black gave the Board members a brief introduction of himself and his background. Mr. Black serves on the Administration Committee.

7. **Other Business.**

   a) **Economic Development Subcommittee Report.** Ms. Coleman stated that the committee was not ready at this time to make a recommendation.

   b) Mr. Moragne turned the floor over to Ms. Coleman. She stated that given the current racial tensions in our Country, State, Community, she would like for GCRA to compose a statement to put on the website to reflect Board and staff’s support of the African American Community. Mr. Doser asked that the members compose something and send it through to the Executive Director or his assistant to compile. Mr. Cothran stated that this is an important time in History, and he would support authorizing the Executive Director to compose a statement. Mr. Cothran and Ms. Wetli both suggested it be a timely statement. Ms. Coleman stated that it does not have to be lengthy or complicated but just that we stand in support. Mr. Lawrence asked if there was something in the GCRA Mission Statement that could address this. Ms. Smith stated that she feels that action is more worthwhile and better received than a statement.

   Mr. Moragne asked that the Board members send their thoughts, statements, and insight to Ms. Coleman.

   c) Mr. Castile stated that Greenville County received $91 million from the federal government for COVID-19 relief funds from the CARES Act. Council approved a plan submitted by the County Administrator. In that plan, County Agencies will make application for COVID related expenses. GCRA will be making application for expenses that have been incurred due to working from home and other procedures put into place as it relates to Personal Protection Equipment (PPE). GCRA will also be making application for $3 million for COVID related funds for housing and utilities to help assist clients who meet the guidelines to lighten their burden.

   d) Mr. Castile stated that employees will be returning to the workplace starting on July 1<sup>st</sup>. GCRA will be reopening to the public on July 6<sup>th</sup>. Staff is working on establishing protocols. Personal Protective Equipment has been purchased like masks, hand sanitizer, disinfecting wipes, etc. The suite will also be deep clean sanitized every Friday.

8. **Executive Session.** On a motion by Mr. Coleman seconded by Mr. Yeomans, the Board voted unanimously to enter Executive Session at 1:29 pm to discuss a Personnel Matter as it relates to Compensation.
On a motion by Ms. Kizer, seconded by Mr. Cothran, the Board voted to exit Executive Session. Executive Session adjourned at 2:13 pm. No action was taken in Executive Session that required a vote.

9. **Adjournment.** There being no further business, on a motion by Mr. Kiser seconded by Mr. Doser, the Board meeting adjourned at 2:18 p.m.

_________________________
Secretary
BOARD MEMBERS PRESENT: Walter Moragne, Chairman  
Charlotte Osmer, Vice-Chair  
Jane Kizer, Treasurer  
Lawrence Black  
Barry Coleman  
Grant Cothran  
David Doser  
James Hammond  
Erin Smith  
Lawson Wetli  
K. Todd Yeomans

BOARD MEMBERS ABSENT: Amy Coleman

STAFF MEMBERS PRESENT: John Castile, Executive Director  
Imma Nwobodu, Program Director  
Joe Smith, Operations Director  
Pamela Proner, Finance Director  
Beverly Robertson, Executive Assistant/HR Manager

GUEST PRESENT: Jim Burns, Hartness Development  
Kwadjo Campbell, Poe Mill Neighborhood President  
Nathaniel Cary, Post and Courier

1. Opening and Roll Call. The meeting was called to order by the Chairman at 12:30 pm.

2. Invocation.

3. *Approval to Authorize the Executive Director to Enter into a Purchase Agreement for the Property located at 625 Poinsett Highway (former Piedmont Shirt Factory Site) with Hartness International. Mr. Castile stated that GCRA purchased approximately 4.3 acres located at 625 Poinsett Highway formerly known as the Piedmont Shirt Factory in April 2012. The express purpose of the purchase of the property was to redevelop and reposition it as a future development consistent along the Poinsett Highway. After acquiring the property,
GCRA undertook demolition, environmental assessment and clean up, and returned the property to its natural state. Since 2012, GCRA has been working on that and has successfully completed it. Over the years, GCRA has entertained a variety of concepts and for various reasons none of those efforts have turned into a purchase agreement. At a point in time, GCRA had a contract with the Greenville Revitalization Corporation (GRC) to market the property which did not result in a purchase agreement either. Since that time, the contract with GRC has expired and has been closed out. As you are aware, Hartness owns property adjacent to this site and has a business operating in their property and Henry Street divides GCRA’s property and the Hartness property. For several years, Hartness has been working to revitalize the Poinsett Corridor.

Being presented to the Board today for consideration is a purchase and sales agreement from Hartness International for this site. Mr. Castile stated that Hartness has been working diligently on a redevelopment plan for the property. However, many aspects of this plan still remain confidential. But in order for Hartness to move forward, they will need to acquire and take possession of the property.

The agreement itself outlines the purchase price including earnest funds. The contract has the normal contingency around the sharing of information regarding the environmental cleanup. Mr. Castile wanted to highlight one contingency that is crucial and vital. This contingency would be that Henry Street be closed and this would be a Greenville County process. Until all contingencies are met there cannot be a closing. If the Board approves the Executive Director to enter into a sales and purchase agreement with Hartness, Hartness will begin the process of requesting the road closure as quickly as possible. Mr. Castile stated that this approval item was on the agenda for the last Board meeting but there were some concerns regarding the contract. He wanted to thank Mr. Yeomans for diligently reviewing the document and pointing out a few concerns. The agreement has since been revised and today the revised sales and purchase agreement is being presented to the Board. Mr. Castile also stated that the taxes will be prorated and there was no broker used so there will be no fees associated with that. Mr. Castile then turned the meeting over to Mr. Burns. He reminds everyone that there will be some confidential information that cannot be shared at this time.

Mr. Burns stated that Mr. Castile went over the basic information of the contract. He stated that Hartness Development is very anxious to get this project off the ground. Mr. Burns stated that he would be glad to answer any questions that the Board may have.

Ms. Kizer stated that she is a little concerned about the fact that there is no official plan for the property site. She stated that with the Poe Mill project, Contour presented a master plan for the property before the Board vote. She feels that as a
Board they may be moving too fast on the project and maybe they should wait another month before acting. Mr. Burns stated that he did discuss part of the plans in Executive Session a while back but until they have a signed agreement, some of the plans must remain confidential. Mr. Castile stated that this approval item is just for the sales and purchase of the property. He feels that Hartness cannot go forward with any redevelopment until they have control of the property. Once they have control of the property, they will be better able to discuss redevelopment with some of their potential partners. Ms. Kizer stated that with the Poe Mill project, the Board seen images, details, and knew exactly what would be done with the property. With Hartness, they have not seen any images or renderings. She expects plans before she feels comfortable moving forward because she thinks the community will give some push back if what Hartness does with the property does not align with their vision. Mr. Moragne stated that he feels the Poe Mill and the PSF property are two different projects. The PSF site is in a less residential area and more commercial. Ms. Kizer also referred to Mr. Coleman’s concern regarding the closing of Henry Street and how the community will be impacted from that. She feels that if the street is closed and it causes problems for the community, they will look at GCRA as the cause. Because of the lack of disclosure, Ms. Kizer stated that she will probably vote against approving the sale at this time. Mr. Hammond stated that the Board has been discussing the sale of this property to Hartness for almost a year. He has come to the conclusion that it is a good idea and he will vote in favor of the sale. Mr. Cothran stated that he too had some reservations but feels this will be the best offer that GCRA will receive at this time.

On a motion by Mr. Doser and seconded by Mr. Hammond, the Board Approved to Authorize the Executive Director to enter into a Sales and Purchase agreement for the property located at 625 Poinsett Highway (Former Piedmont Shirt Factory) with Hartness International. Ms. Kizer and Mr. Coleman opposed. Mr. Black abstained.

4. Administration Committee.

a) Approval of GCRA’s Request and Acceptance of Greenville County’s COVID-19 Funds. Ms. Wetli stated that Greenville County has allocated $3 million of COVID funds to GCRA. This amount includes allocations for the City of Greenville. The City has requested the GCRA handle all of those funds to include theirs. The County has asked that GCRA prepare an initial budget of $2 million dollars and staff has complied. The plan includes assistance for housing, utilities, and rental. There were no discussion or questions.

On a motion by the Committee, the Board unanimously approved GCRA’s Request and Acceptance of Greenville County’s COVID-19 Funds.

b) Approval of Additions and Revisions to the Employee Handbook. Ms. Wetli stated that Ms. Robertson had been working with an Employment Attorney to update the Employee Handbook. Ms. Wetli wanted to clarify one question that was brought up in the Administration Committee regarding educational
assistance. There is no time period that an individual must be employed at GCRA to receive assistance. Employees are immediately eligible for that. Mr. Cothran asked would eBooks be included since the policy includes coverage of books. Ms. Robertson stated that if the books are required for the course than an eBook would be covered.

On a motion by the Committee, the Board unanimously approved the Revisions and Additions to the Employee Handbook as presented.

5. Operations Committee Reports.

a) Approval of Amendments to the Operations Program Guidelines. Mr. Cothran stated that the first approval item deals with the guidelines for the Home Repair Program for the Elderly and Disabled. The changes involved three criteria. The first criteria was to ease the qualifications for applying. The second was to increase the dollar amounts in the coverage. Mr. Cothran stated both of these would help meet the needs of the community. The third criteria was to clarify the document on who actually could qualify. This approval item is basically a housekeeping item and to update the guidelines to stay current and to give some flexibility to help more individuals.

On a motion by the Committee, the Board unanimously approved the Amendments to the Operations Program Guidelines as presented.

b) Approval of Construction Cost and Sales Price Profiles. Mr. Cothran stated that this is an approval for construction cost and sales price profiles for the last three homes in the Creekside subdivision. The construction cost was between the $125,000 to $133,000 range and the sales price was in the $138,000 to $145,000 range. Mr. Moragne asked how staff is doing with the new price structure. Mr. Smith stated that he has not had any push back on his price. He has even been able to sell market rate homes up to $165,000. Mr. Doser wanted to clarify that GCRA is selling its homes at appraised value. Mr. Smith stated that was correct.

On a motion by the Committee, the Board unanimously approved the Construction Cost and Sales Price Profiles as presented.

6. Other Business.

a) Mr. Castile stated that CommunityWorks Carolina made a presentation to the Administration Committee on a pilot program they would administrator in partnership with GCRA to help rehab homes that are in need of work in order to be sold as affordable housing.

7. Executive Session. On a motion by Mr. Cothran seconded by Mr. Doser, the Board voted unanimously to enter Executive Session at 1:06 pm to discuss the purchase and redevelopment of property located at 220, 240, 270 A Street in Greenville SC 29609 (Poe Mill Site)
On a motion by Mr. Hammond, seconded by Mr. Doser, the Board voted to exit Executive Session. Executive Session adjourned at 2:01 pm. No action was taken that required a vote.

9. **Adjournment.** There being no further business, on a motion by Mr. Hammond seconded by Mr. Cothran, the Board meeting adjourned at 2:04 p.m.

_________________________
Secretary
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the "Effective Date" (as defined below), by and between Greenville County Redevelopment Authority, a public body corporate and political subdivision of the State of South Carolina located at whose address is 301 University Ridge, Suite 2500, Greenville, South Carolina 29601 (the “Seller”), and Contour Acquisitions LLC, a Michigan limited liability company, and/or its assigns, whose address is 40950 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48138 (“Buyer”). In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Certain Defined Terms.

(a) "Property" – The Real Estate and Intangible Property and all rights in and to the foregoing, collectively. The Property is located on Goldsmith Street in Greenville, South Carolina and is Tax Map Numbers 0153000900200, 0153000900201, and 0153000900202.

(b) "Real Estate" – The land described on Exhibit A attached hereto, together with all buildings and other improvements located thereon. The Real Estate is approximately 11 acres.

(c) "Intangible Property" - All of Seller’s right, title and interest in and to any and all intangible property associated with the Property, including, without limitation, all development rights, parcel division rights, contract rights, voluntary cleanup contracts, licenses, permits, professional photos (including digital proofs), and all content associated therewith.

(d) "Purchase Price" – One Million and 00/100 Dollars ($1,000,000.00).

(e) "Deposit" – The sum of Fifty Thousand and 00/100 Dollars ($50,000.00), together with all interest earned thereon. The Deposit has been paid previously and is being held by Seller’s Attorney.

(f) "Notice Address" -

If to Buyer: David Dedvukaj
40950 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
Phone: (248) 530-9600
Fax: (248) 385-2310
Email: david@contourcompanies.com

With a copy to: Paul A. Bargamian, Esq.
40950 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
Phone: (248) 530-9600
Fax: (248) 385-2310
Email: paul@contourcompanies.com

If to Seller: Mr. John Castile
Executive Director
Greenville County Redevelopment Authority
301 University Ridge, Suite 2500
Greenville, South Carolina 29601
Phone: 
Fax: 
Email: 

With a copy to: Samuel Lindsay Carrington, Esq.
408 East North Street
Greenville, SC 29601
Phone: (846) 272-0556
Email: lrcarrington@bellcarrington.com

(j) “Brokers” – None

(k) “Effective Date” – Date the later of Buyer or Seller executes and delivers this Agreement.

(l) “Closing Deadline” – Thirty (30) days following the expiration of the Inspection Period

(m) “Closing Date” – The Closing Deadline or an earlier date determined by the parties’ mutual agreement.

(n) “Inspection Deadline” – 11:59 p.m. Eastern time on the date that is Sixty (60) days following the Effective Date.

(o) “Surviving Obligations” – The hold harmless obligations of Seller pursuant to Section 7(a); the hold harmless obligations of Buyer pursuant to Section 7(b); the obligation of Seller to discharge Curable Financial Liens under Section 7(d)(1), if there is Closing; and the hold harmless obligations of Buyer and Seller pursuant to Section 12.

2. Purchase and Sale.

(a) Agreement. Seller agrees to sell and Buyer agrees to purchase the Property on the terms and conditions set forth in this Agreement.

(b) Deposit. The Deposit has been paid previously to Bell Carrington Price & Gregg, Attention: Lindsay Carrington (“Seller’s Attorney”). The Deposit shall be held by the Seller’s Attorney in its trust account, to be applied or disbursed pursuant to this Agreement. At the Closing, the Deposit shall be applied to the Purchase Price. In the event the Deposit is not timely made, Seller shall have the right to terminate this Agreement by delivery of written notice to Buyer; in such case, neither Buyer nor Seller shall have any further rights or obligations hereunder.

(c) Operation and Possession. Full ownership and possession of the Property is to be delivered at the Closing, the Property to be in substantially the same condition as of the Effective Date, reasonable use and wear thereof excepted, and excepting any new damage by fire or other casualty as provided in Section 11. Except as otherwise expressly provided herein, Seller shall continue to manage, maintain and repair, rent and operate the Property in its usual course of business until the Closing.

3. Plans. Buyer shall provide to Seller a conceptual plan of the proposed use of the site with approximate location of amenities and buildings no later than 60 days from the Effective Date. The conceptual plan shall reflect the following:
a. Buyer intends to develop a mixed use project on the Property which shall include a residential and a commercial component.

b. The residential component will contain a majority use of workforce housing consistent with the desire to lease to individuals with an income of 80% to 120% of the local area median income.

c. Buyer agrees to incorporate both of the mill smokestacks as an architectural feature due to their historical significance.

d. Buyer agrees to incorporate onsite greenspace into the redevelopment of the Property in an amount consistent with Greenville County Planning Department guidelines and which Buyer’s plans further allows access to the residents of the Poe Mill community to the swamp rabbit trail spur which said access is to be acceptable to Buyer in its sole discretion.

e. Buyer shall connect the planned Swamp Rabbit Trail spur to the Property as redeveloped and allow access to the trail spur to the residents of the Poe Mill community on terms and conditions acceptable to Buyer in its sole discretion.

4. **Title Commitment and Survey.** Within ten (10) days following the Effective Date, Buyer, at Buyer’s sole expense, shall cause to be delivered to Buyer a commitment for an ALTA Extended Coverage Owner’s Policy to be issued by the Buyer’s local attorney, Tyler McLeod of Brown, Massey, Evans, McLeod & Haynesworth, LLC as agent for Chicago Title Insurance Company (“Title Company”) in the amount of the Purchase Price covering the Property (“Title Commitment”). Seller shall cause all standard exceptions to be deleted at Closing; except, Seller shall have no such obligation for the standard exceptions for matters of survey. The cost of the Title Commitment and Owner’s Policy (as hereinafter defined) shall be paid for by Buyer. In addition, any other costs, including but not limited to the costs of any endorsements requested by Buyer, shall be paid by the Buyer. Seller and Buyer agree to comply with all reasonable requirements imposed by the Title Company as a condition to issuance of the title policy and the Closing.

5. **Prorations.** All Property related items of income and expense, including but not limited to the following, shall be apportioned between Seller and Buyer as of 11:59 p.m. on the day prior to the Closing Date as follows:

(a) **Taxes and Other Amounts.**

   (i) Water and sewer charges, rents, payments due under the contracts which are to be assigned to Buyer, assessments, prepaid license fees and other charges for licenses and permits for the Real Estate which will remain in effect for Buyer’s benefit after Closing, if any, and municipal rubbish removal charges, shall be apportioned pro rata between Seller and Buyer on a per diem basis based upon a calendar year. Current real estate taxes and current installments of any special assessments shall be prorated and adjusted as of the Closing Date based on a 365 day year shall be prorated or a due date basis consistent with the custom used in the locality where the Real Estate is located with such taxes being treated as being paid in advance. Seller shall pay in full on or before the Closing Date any and all delinquent real estate taxes and assessments assessed and billed against the Property and any personal property taxes which are due and payable as of the Closing Date.

   (ii) Any credit due to Buyer pursuant to this Section 4(a) shall be applied as a credit against the Purchase Price or disbursed to Buyer at Closing in Buyer’s sole discretion, and any credit due to Seller pursuant to this Section 4(a) shall be paid by Buyer to Seller at Closing as an addition to the
Purchase Price.

(iii) Any and all closing costs and charges not specifically addressed in this Agreement shall be paid and/or prorated (as applicable) in the manner customarily used in the locality where the Real Estate is located.

(b) **Utility Meter Readings.** Seller and Buyer shall cooperate in readings of the water, electric, gas and other utility meters servicing the Real Estate, if any, to a date no sooner than two (2) days prior to the Closing Date, and the transfer of the utilities from Seller to Buyer. At or prior to Closing, Seller shall pay all charges based upon such meter readings, adjusted to include a reasonable estimate of the additional charges due for the period from the dates of the respective readings until the Closing Date. If Seller and Buyer are unable to obtain readings of any meters prior to the Closing Date, Closing shall be completed without such readings and upon the obtaining thereof, Seller shall pay the charges incurred prior to the Closing Date as reasonably determined by both Buyer and Seller based upon such readings. Utility Deposits, if any, shall belong to the Seller, and Buyer will establish its own Utility Deposits with utility providers as may be required. Notwithstanding anything contained herein to the contrary, with respect to water and sewer charges, the parties shall mutually agree on a dollar amount to be escrowed by the Title Company for final billing based upon 120% of their reasonable good faith estimate of the unbilled and unpaid charges based on past experience at the Property, or any other amount that the Title Company may require. The provisions of this 4(c) of this Agreement will survive the Closing.

(c) **Transfer Taxes.** Buyer shall pay all transfer taxes on account of the conveyance of the Property.

6. **Representations and Warranties.**

(a) **Seller.** In addition to the representations and warranties contained elsewhere in this Agreement, if any, Seller hereby makes the following representations and warranties to best of Seller’s knowledge, which shall be true and correct as of the date hereof and as of the Closing Date and shall survive the Closing for a period of six (6) months:

1. **No Litigation.** There is no litigation or proceeding pending (and to Seller’s knowledge, there is no litigation or proceeding threatened) against or relating to the Property, except for tenant eviction or rent collection matters disclosed by Seller to Buyer.

2. **No Condemnation.** Seller has not received any notice of any pending or threatened condemnation or similar proceeding or pending public improvements to or adjoining the Property which will in any manner affect the Property.

3. **Status.** Seller is an agentcy of the Greenville County Government duly organized, validly existing and in good standing under the laws of the State of South Carolina, is authorized to transact business in the State of South Carolina, and has the requisite power and authority to carry on its business as now conducted.

4. **Due Authorization.** The execution and performance of this Agreement has been duly authorized, executed, and delivered by Seller, is the legal, valid and binding obligation of Seller and does not violate any provision of Seller’s organizational documents or any agreement or judicial order to which Seller is a party or to which Seller or the Property, or any portion thereof, are subject.

5. **FIRPTA.** Seller is not a “foreign person”, as such term is defined in Internal Revenue Code Section 1445.
(6) **Accuracy of Documents.** The copies of the Documents delivered to Buyer are the Documents used in the operation of Seller’s business at the Property, and to the best of Seller’s knowledge, accurately set forth the results of the operation of the Property for the period covered.

(7) **No Breach.** Neither the execution and the delivery of this Agreement nor any of the other documents contemplated hereby to which Seller is a party, nor the consummation of the transactions contemplated hereby and thereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the articles of organization or operating agreement of Seller, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which Seller is bound or to which any of its assets are subject, or (iii) result in the imposition of any encumbrance (other than Permitted Exceptions) upon any of its assets. Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file or to obtain any authorization, consent or approval would not have a material adverse effect on the transactions contemplated hereby.

(8) **Leases and Documents.** The Property is not subject to any agreements or contracts as of the present date, except for any recorded agreements or contracts shown in the Title Commitment, and those agreements and contracts, if any, listed on Exhibit B attached hereto and incorporated herein by reference.

(9) No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller’s attention after the execution of this Agreement;

(10) Seller has not transferred the Property or created on the Property any easements, liens, mortgages, encumbrances or other interests which would affect the Property (other than Curable Financial Liens) or Seller’s ability to comply with the terms of this Agreement and Seller’s interest in the Property will be transferred to Buyer at Closing, free and clear of all liens, encumbrances, charges, contracts, and adverse claims, contractual or other; and

For the purposes of this Agreement the term “to the best of Seller’s knowledge”, and similar terms, shall be limited to the knowledge of John Castile (collectively, the “Seller Knowledge Party”).

(b) **Buyer.** In addition to the representations and warranties contained elsewhere in this Agreement, if any, Buyer hereby makes the following representations and warranties, which shall be true and correct as of the Closing Date and shall survive the Closing:

(1) **Status.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan.

(2) **Due Authorization.** This Agreement has been duly authorized, executed, and delivered by Buyer, is the legal, valid and binding obligation of Buyer and does not violate any provision of Buyer’s organizational documents or any agreement or judicial order to which Buyer is a party or to which Seller or the Property, or any portion thereof, are subject.

7. **“As Is”.** Buyer hereby acknowledges that, except for the representations expressly set forth in this Agreement or in any document, certificate, or instrument delivered by Seller to Buyer at Closing, Buyer has not relied upon, and will not rely upon, either directly or indirectly, any information, representation or warranty of Seller, and further acknowledges that no such representations or warranties
have been made. Buyer has had the opportunity to review the Property, including the physical and environmental characteristics and condition of the Property, including the fire damage to a portion of the Property, as well as the tenancy, occupancy or economic characteristics of the Property. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED BY SELLER AT THE CLOSING, THE PROPERTY IS TO BE PURCHASED, CONVEYED AND ACCEPTED BY BUYER IN ITS "AS IS," "WHERE IS" CONDITION "WITH ALL FAULTS" AND THAT NO PATENT OR LATENT DEFECT IN THE PHYSICAL, ECONOMIC OR ENVIRONMENTAL CONDITION OF THE PROPERTY WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO. Each of Buyer and Seller further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property between Buyer and Seller.

8. **Inspection.**

(a) **Deliverables.** Within three days from the Effective Date Seller will deliver to Buyer due diligence documents relating to the Property, including, without limitation, all of the items specified on Exhibit C attached hereto (collectively, the “Documents”), to the extent the same are within Seller’s possession or reasonable control.

(b) **Inspection.** Buyer (at its sole expense) shall be entitled to conduct any and all necessary inspections and investigations of the Property, including but not limited to verification of compliance of the Property with applicable zoning, building, health and safety laws, regulations and codes, inspection for hazardous waste, environmental testing (including, without limitation, a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards), all necessary surveys, structural examinations, soils examinations, engineering tests and any other inspections or investigations of the Property, provided Buyer shall not conduct any invasive testing at the Property without Seller’s prior written consent, not to be unreasonably withheld, conditioned or delayed. If Seller shall not permit any invasive testing at the Property reasonably requested by Buyer based on the written recommendation of a reputable third party environmental consulting company (including if made under any environmental reports included within the Documents provided by Seller), Buyer may elect by written notice to Seller on or before the Inspection Deadline to terminate this Agreement, in which case the Deposit will be promptly refunded to Buyer and neither Buyer nor Seller will have any surviving rights or obligations hereunder other than the Surviving Obligations. Buyer agrees that Buyer and Buyer’s employees, contractors, inspectors and agents will promptly restore any material physical damage caused by such inspections, investigations or tests. Buyer agrees to be responsible for the conduct of its employees and agents and shall indemnify, defend and hold the Seller harmless from any material losses, injuries, damages, claims or expenses, including reasonable attorneys’ fees and costs, due to the conduct of Buyer or its employees or agents or which are due to any such inspections, investigations or testing. Buyer’s obligations under this paragraph shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

(c) **Termination.** At any time prior to the Inspection Deadline, Buyer may elect, by delivering written notice to Seller, to terminate this Agreement which termination may be made for any reason whatsoever, or for no reason whatsoever, in which case the Deposit shall be automatically and immediately returned to the Buyer. In the event Buyer fails to terminate the Agreement prior to the Inspection Deadline, Buyer shall be deemed to have waived its right to terminate the Agreement with respect to the Inspection Deadline and the Deposit shall be non-refundable except in the event of a default by Seller hereunder or except as otherwise specifically set forth herein.

(d) **Title Inspection.**

(1) Buyer shall deliver to Seller written notice of any objections to the
condition of title (the “Title Objections”) within five (5) business days from the expiration of the Title Review Period. The “Title Review Period” means the period commencing on the Effective Date of this Agreement and expiring thirty (30) days thereafter. Any condition to title not disapproved in writing by the end of the Title Review Period shall be deemed approved by Buyer and shall constitute a “Permitted Exception” hereunder; except for the “Update Objections” and “Curable Financial Liens” as hereinafter defined. No later than five (5) business days after Seller’s receipt of Buyer’s Title Objections, Seller shall notify Buyer in writing of any Title Objections which Seller is unable or unwilling to cause to be removed, satisfied or insured against (a “cure” of a Title Objection) prior to or at Closing; provided, the commitment of the Title Company to insure over a Title Objection will not be deemed a cure of such Title Objection unless expressly agreed in writing to the contrary by Buyer. If Buyer does not receive notice within five (5) business days after Seller’s receipt of Buyer’s Title Objections, then Seller will be deemed to have undertaken to cure such Title Objections. With respect to any Title Objections that Seller is unwilling or unable to cure, Buyer then shall elect, by giving written notice to Seller within three (3) business days after receipt of Seller’s notice, (x) to terminate this Agreement, or (y) to waive its disapproval of such Title Objections, in which case such Title Objections shall then be deemed to be Permitted Exceptions. Buyer’s failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Buyer elects to terminate this Agreement in accordance with clause (x) above, the Deposit shall be immediately refunded to the Buyer and the parties shall have no further liability or responsibility to each other, except for the Surviving Obligations. Notwithstanding any failure of the Buyer to deliver written notice of any Title Objections, the contents of any such notice and/or the reply of the Seller to any such notice, the Seller shall have an affirmative obligation (which obligation shall survive the Closing) to discharge, at its cost and expense and at or prior to the Closing, any and all liens, mortgages, security interests, judgments and/or encumbrances affecting the Property or any part of the Property (the “Curable Financial Liens”).

9. **Updated Survey.** Buyer shall have the right, but not the obligation, to have a new and/or updated survey prepared (as applicable, the “Updated Survey”) at Buyer’s expense. Seller will provide any survey of the Property in its possession or control to Buyer.

10. **Closing.**

(a) Buyer’s obligation to close the transaction contemplated herein is contingent on Buyer receiving all entitlements and approvals from applicable governmental authority necessary to develop the Property for Buyer’s intended use, including that any necessary rezoning and parcel splitting of the Property shall be in place prior to the Closing, failing which Buyer shall have the right to terminate this Agreement and receive an immediate full refund of the Deposit. Notwithstanding anything to the contrary contained herein, the closing contingency contained in this subparagraph is not indefinite as to time. In the event Buyer has not obtained all entitlements and approvals from applicable governmental authority necessary to develop the Property for Buyer’s intended use, including that any necessary rezoning and parcel splitting of the Property, within ninety (90) days from the Effective Date, the Seller and/or Buyer shall have the right to terminate this Agreement with neither party having any further obligations hereunder.

(b) The consummation of the purchase and sale of the Property (the “Closing”) shall take place on the Closing Date. The Closing shall be an escrow-style closing conducted by the Closing Attorney. Seller and Buyer shall each use its best efforts to cause, no later than the day that is two (2) business days immediately preceding the scheduled Closing Date, to be delivered to the Closing Attorney all documents, agreements, instruments, certificates, payments and other items required to be delivered by such party in connection with the Closing to be held in escrow pending consummation of the Closing on the Closing Date. The Purchase Price, as adjusted pursuant to this Agreement, shall be paid at the Closing by federal wire transfer of immediately available funds. Except as otherwise set forth in this Agreement, all closing costs shall be paid in accordance with the custom for commercial real estate transactions in Greenville County, South Carolina. Each party shall be responsible for its own attorneys’ fees.
Notwithstanding anything contained herein to the contrary, Buyer shall have one (1) option to extend the Closing Date up to thirty (30) days by notifying Seller and the Closing Attorney of Buyer’s election to so extend, and paying an addition to the Deposit in the amount of $25,000.00, which with the initial Deposit shall then be deemed earned by and immediately payable to Seller, non-refundable to Buyer except in the event of a default by Seller, but applicable to the Purchase Price at Closing.

(c) At the Closing, Seller shall provide the following:

(1) A Warranty Deed satisfactory to Buyer (the “Deed”), which Deed shall convey a good and marketable title to the Property, free from all encumbrances and encroachments from or on the Property except the Permitted Exceptions.

(2) A bill of sale and assignment conveying all personal property used in connection with the Real Estate to Buyer.

(3) An assignment of all agreements and contracts listed on Exhibit B which Buyer has elected to assume as provided in this Agreement and all Intangible Property (the “General Assignment”).

(4) An affidavit to the Title Company as to construction liens.

(5) An affidavit to the Title Company with respect to tenants in possession, together with such other affidavits that are customary in the county where the Property is located.

(6) An affidavit to the Title Company sufficient for the Title Company to issue the Owner’s Policy in accordance with the terms and conditions of this Agreement.

(7) Certified copies of Seller’s organizational documents and a resolution authorizing the transaction which is the subject of this Agreement.

(8) A signed copy of the settlement statement prepared by the Title Company and agreed upon by Seller and Buyer (the “Closing Statement”).

(9) Seller shall cause the Title Company to issue to Buyer as soon as practicable after Closing, an ALTA Extended Coverage Owner’s Policy of Title Insurance for the Real Estate in accordance with the Title Commitment, in the amount of the Purchase Price, without standard exceptions other than for matters of survey (unless such exception is removed on the basis of the Updated Survey) (the “Owner’s Policy”). Upon issuance, the Owner’s Policy will except from coverage only the Permitted Exceptions. The effective date of the Owner’s Policy shall be the Closing Date.

(10) A certificate or affidavit to Buyer of Seller’s non-foreign status, in accordance with Section 1445 of the Internal Revenue Code.

(11) IRS Form 1099S or the equivalent.

(12) Any other documents or statements reasonably requested by Buyer or the Title Company in order to issue the Owner’s Policy or consummate the Closing.

(13) Evidence of the termination of any existing property management agreement and all other agreements and contracts which Buyer has not elected to assume affecting the Property.

(14) All approvals, if any, from third parties as shall be required to legally effect
any assignment of contracts set forth herein.

(d) At the Closing, Buyer shall provide the following:

(1) The remainder of the Purchase Price following application of the Deposit and the other credits and prorations and credits provided for herein.

(2) The General Assignment.

(3) An affidavit to the Title Company sufficient for the Title Company to issue the Owner’s Policy in accordance with the terms and conditions of this Agreement.

(4) At the request of the Title Company, Buyer shall provide certified copies of its articles of organization, operating agreement and manager resolution authorizing the transaction which is the subject of this Agreement.

(5) A signed copy of the Closing Statement. If the parties fail to agree on the Closing Statement, the parties may elect to have separate Closing Statements.

(6) Any other documents or statements reasonably requested by Seller or the Title Company in order to issue the Owner’s Policy or consummate the Closing.

11. Remedies.

(a) Seller’s Remedies. Buyer and Seller acknowledge that if Buyer breaches any representation or warranty contained herein prior to the Closing or at any time fails to comply with or perform any of the conditions, agreements or obligations to be performed by Buyer hereunder, and if Buyer fails to cure such breach or failure within seven (7) business days after written notice thereof from Seller, then Buyer shall be in default hereunder and Seller will incur damages and expenses which are difficult if not impossible to estimate and ascertain with certainty. Therefore, in the event of such default or breach by Buyer hereunder, the sole right and remedy of Seller shall be to terminate this Agreement and to obtain from the Title Company and retain, as liquidated damages, the Deposit, and Seller waives all other rights and remedies. Seller and Buyer agree that the Deposit is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages in light of Seller’s removal of the Property from the market and costs incurred by Seller and shall not constitute a penalty or a forfeiture.

(b) Buyer’s Remedies. If Seller breaches any warranty or representation contained herein prior to the Closing or at any time fails to comply with or perform any of the conditions, agreements or obligations to be performed by Seller hereunder, and if Seller fails to cure such breach or failure within seven (7) business days after written notice thereof from Buyer, then Seller shall be in default hereunder and at Buyer’s option and election, Buyer shall have the right to either: (i) terminate this Agreement by notice to Seller and the Title Company, whereupon the entire Deposit shall be immediately returned to Buyer upon demand, or (ii) Buyer may seek specific performance of Seller’s obligations hereunder without posting a bond and/or proving irreparable harm, in which case Buyer shall (if the prevailing party) recover its attorneys’ fees and court costs incurred in enforcing this Agreement.

(c) No Consequential Damages. The parties hereby waive special, punitive, consequential and exemplary damages, and damages similar thereto.


(a) In the event of any damage to the Property after the date hereof in excess of One
Hundred Thousand Dollars and 00/100 ($100,000.00) as determined by an independent insurance adjuster, then, at Buyer's option, by written notice to Seller within seven (7) business days after Buyer receives notice or becomes aware of the same, Buyer shall either (i) terminate this Agreement, in which event the Deposit shall be refunded to Buyer, this Agreement shall be terminated, and the parties shall have no further obligations to each other except for the Surviving Obligations, or (ii) elect to consummate the sale without reduction of the purchase price on account of the same. Buyer shall, however, be obligated to close hereunder if such damage shall not exceed One Hundred Thousand Dollars ($100,000.00) and is fully covered by insurance (except for deductibles). In either case, whether Buyer elects or is obligated to close, Seller shall assign to Buyer all claims and rights to any insurance proceeds (including without limitation loss of rents insurance from the time period commencing on the Closing Date), if any, on account of or arising out of any of the foregoing damage, to the extent such damage is not repaired by Seller by the Closing (or Seller has agreed in writing reasonably acceptable to Buyer to pay for repair of such portion of the damage as is not paid by the insurer and has escrowed purchase proceeds sufficient therefor). To the extent not covered within the preceding sentence, Buyer will receive a credit at Closing for any deductible applicable to such damage under Seller's insurance coverage.

(b) If, prior to the Closing, all or any material portion of the Property shall be taken for any public use or access to or from the Property shall be permanently taken or materially impaired, or any change(s) to public way(s) or the grade(s) thereof shall be made which materially and adversely affects or is likely to materially and adversely affect the commercial value of the Property, or notice of any of the foregoing is communicated to Buyer in writing (unless such action is terminated by the Closing), then, and in any of said events, by written notice to Seller within seven (7) business days after Buyer receives notice or becomes aware of the same, Buyer shall either (i) terminate this Agreement, in which event this Agreement shall terminate, the Deposit shall be refunded to Buyer and any interest earned thereon, and the parties shall have no further liability or responsibility to each other except for the Surviving Obligations, or (ii) elect to consummate the sale without reduction of the purchase price on account of same, in which event Seller shall assign to Buyer all claims and rights, if any, on account of or arising out of any of the foregoing.

(c) Until the Closing, Seller shall maintain insurance on the Property against fire and hazards covered by standard extended coverage endorsement as presently insured, but in any event with full replacement cost endorsements.

13. **Brokers' Commissions.** Seller and Buyer each represent and covenant to the other that they have not utilized the services of any broker or finder in connection with the transaction contemplated herein. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder (other than Brokers) by, through or on account of any acts of said party or its representatives, said party will hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith. The provisions of this paragraph shall survive Closing or the termination of this Agreement if there is no Closing.

14. **Indemnification.** Seller shall indemnify, defend and hold Buyer and Buyer's members, managers, agents, representatives, property managers and employees harmless from and against any and all damages, costs, penalties, sanctions, judgments, awards, fines, losses, fees and expenses (including without limitation attorneys' fees and costs) arising out of the ownership, operation, maintenance and leasing of the Property prior to the Closing Date (including without limitation any violation of any law, rule, regulation, ordinance, statute, executive order, permit, agreement, easement or covenant), which obligation shall survive the Closing. Buyer shall indemnify, defend and hold Seller and Seller's members, managers, agents, representatives, property managers and employees harmless from and against any and all damages, costs, penalties, sanctions, judgments, awards, fines, losses, fees and expenses (including without limitation attorneys' fees and costs) arising out of the ownership, operation, maintenance and leasing of the Property from and after the Closing Date (including without limitation any violation of any law, rule, regulation, ordinance, statute, executive order, permit, agreement, easement or covenant), which
obligation shall survive the Closing, except to the extent attributable to the acts or omissions of Seller prior to Closing.

15. Miscellaneous.

(a) Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been given by any of the following methods: (i) mailed, postage prepaid, by U.S. registered or certified mail (with return receipt requested) to the Notice Addresses set forth above, (ii) by recognized overnight air courier service (with proof of delivery) to the Notice Addresses set forth above; or (iii) by email to each and every email address for the other party set forth in the Notice Addresses above, provided that a copy of such notice is simultaneously delivered by method (i) or (ii). Such Notice Addresses may be changed by delivery to the other party of any such change in the Notice Address.

(b) Construction. The headings of the various paragraphs of this Agreement are for convenience of reference only and are not a part hereof. No modification, alteration or amendment of this Agreement shall be binding unless in writing duly executed by both Buyer and Seller. Where the context requires or admits, the plural shall include the singular, and vice versa, and words of one gender shall include all genders. If Buyer shall consist of more than one individual and/or entity, liability of each shall be joint and several. All of the terms and provisions of this Agreement have been negotiated by Seller and Buyer with the assistance of their respective attorneys. Therefore, it is the intent of Seller and Buyer that this Agreement not be construed for or against either of the parties hereto, and that neither of the parties hereto be deemed the drafter of this Agreement.

(c) Binding Effect. This Agreement shall be binding upon and inure (subject to subparagraph (d) below) to the benefit of the respective heirs, executors, administrators, successors and assigns of each party hereto.

(d) Assignment. Buyer may assign its rights under this Agreement, provided Buyer notifies Seller and Title Company in writing of any assignment, Buyer remains obligated under this Agreement, and the assignee assumes Buyer’s obligations under this Agreement.

(e) Third Party Exchanges. Buyer and Seller agree to cooperate with each other in order for Seller and/or Buyer to accomplish a real estate exchange pursuant to Section 1031 of the Internal Revenue Code, provided such exchanges do not cause Buyer or Seller to incur any liability, do not require Buyer or Seller to take title to any other property, do not delay the Closing and do not cause Buyer or Seller to incur any additional cost or expense other than nominal expense for their attorneys to review any applicable documents.

(f) Time Of The Essence. TIME IS OF THE ESSENCE as to each and every provision of this Agreement requiring performance within a specified time. In the event that the date upon which any time period ends or any duty or obligation hereunder is to be performed shall occur upon a Saturday, Sunday or national banking holiday, then, in such event, the time period or the due date for such performance shall be automatically extended to the next succeeding day which is not a Saturday, Sunday or national banking holiday. Except for express reference to “business” days, all time periods shall be deemed to be calendar days.

(g) Non-Offer. The submission of this Agreement for examination or for execution, or the negotiation of the transaction described herein does not constitute an offer to sell by Seller or an offer to purchase by Buyer, and this Agreement confers no rights upon Buyer or Seller nor imposes any obligations on Seller or Buyer and shall not constitute a binding contract unless and until Buyer and Seller shall have executed and delivered this Agreement.

(h) Invalid Provision. If any provision of this Agreement is held to be illegal, invalid
or unenforceable under present or future laws, and if such provision is not essential to the effectuation of
the basic purposes of this Agreement, such provision shall be fully severable, this Agreement shall be
construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this
Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

(i) **No Waiver.** The waiver by either party of the performance of any covenant,
condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other
covenant, condition or promise herein. The waiver by either party of the time for performing any act shall
not constitute a waiver of the time for performing any other act or any incidental act required to be
performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the
time for the exercise of which is not specifically and expressly limited or specified in this Agreement shall
not be considered a waiver of or an estoppel against the latter exercise of such remedy or right.

(j) **Counterparts.** This Agreement may be executed in any number of identical
counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts
hereof taken together shall constitute but a single instrument. Executed copies hereof may be delivered by
telecopy or email, and, upon receipt, will be deemed originals and binding upon the parties hereto.

(k) **Modification of Agreement.** No modification of this Agreement shall be deemed
effective unless in writing and signed by the parties hereto.

(l) **Further Instruments.** Each party, promptly upon the request of the other or upon
the request of the Title Company, shall execute and have acknowledged and delivered to the other or to the
Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate
to evidence or give effect to any of the provisions of this Agreement and which are consistent with the
provisions hereof and which do not impose any material obligations on a party or parties which are not
included in this Agreement.

(m) **Entire Agreement.** This Agreement constitutes the entire agreement, whether
written or oral, between the Parties. Any written or oral understandings, terms or conditions between the
parties regarding the Property not set forth herein shall be deemed to be superseded hereby.

(n) **Applicable Law.** This Agreement shall be governed by and construed in
accordance with the laws of the State of South Carolina, and the parties hereby submit themselves to the
jurisdiction of such state and agree that venue is proper in the courts of the State of South Carolina sitting
in Greenville County, with service permitted by U.S. registered or certified mail, return receipt requested,
addressed to the Notice Address set forth herein for the party being served. In the event of any such
litigation, the parties hereby waive their rights to trial by jury.

(o) **No Third-Party Beneficiaries.** Buyer and Seller acknowledge and agree that the
terms, provisions and conditions hereof are for the sole benefit of, and may be enforceable solely by, Buyer
and Seller, and none of such terms, provisions and conditions are for the benefit of or may be enforceable
by any third party.

(p) **Attorneys’ Fees.** In the event it becomes necessary for either Buyer or Seller to
employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants,
conditions or remedies of this Agreement, to terminate this Agreement, and/or to obtain an interpretation
of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs
and expenses incurred in such action from the other party, including without limitation the cost of
reasonable attorneys’ fees and expert witness fees.

(q) **No Partnership or Joint Venture.** The relationship of the parties hereto is that of
Seller and Buyer and this Agreement shall not be construed as creating a partnership, joint venture or other relationship by or between the Parties.

(r) **Exclusivity.** For as long as this Agreement is in effect, Seller shall not directly or indirectly (i) list, offer or market the Property for sale; and/or (ii) entertain, solicit or accept offers or expressions of interest, or furnish any inspection, due diligence materials or other information, regarding or relating to either the purchase of all or any portion of the Property or the ownership interests in Seller, and/or any transaction which will or is likely to have a material adverse effect on the consummation of the transactions contemplated by this Agreement.

Signatures on Following Page
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above mentioned.

SELLER:

Greenville County Redevelopment Authority

By: ___________________________

Name: _________________________

Its: ___________________________

Date: __________________________

BUYER:

Contour Acquisitions LLC

By: ___________________________

David Dedvukaj

Its: Manager

Date: 8/11/20
EXHIBIT
A

Legal
Description

To be inserted.
EXHIBIT B

Contracts and Agreements

[TO BE ATTACHED]
EXHIBIT C

Documents (only to the extent same are in Seller’s Possession)

1. Existing Title Reports
2. Copies of Leases, other agreements, contracts, warranties, and reports regarding the Property
3. Appraisals, surveys, geological studies and reports, soils reports, grading plans, Phase I and Phase II Environmental Studies, contracts with consultants and contractors who have provided work on the Property in the last 12 months, other documents and reports regarding the physical condition of the Property.
4. Real and personal property tax bills and assessed value for the prior three (3) calendar years.
5. Copies of any warranty agreements covering the Property.
6. Contracts listed on Exhibit B, including but not limited to maintenance and operations contracts.
7. Operating income and expense detail for 2018 through year-to-date (to the close of the most recent calendar quarter).
8. All surveys and environmental reports for the Property, to the extent available.
9. Copies of any building permits, certificates of occupancy, use permits and other governmental approvals relative to the Property, to the extent available.
10. Copies of utility bills for 2018 and year-to-date (to the close of the most recent calendar quarter).
11. An insurance loss runs for seller’s period of ownership and year-to-date (to the close of the most recent calendar quarter).
12. Notice of all pending lawsuits involving the Property.
13. Copy of Seller’s current owner’s title insurance policy or policies for the Property.
14. Copy of most recent personal property tax statement and filing or rendition report.
15. Any and all documentation associated with the inspection, maintenance, upfit, and upkeep of the mill smokestacks.
16. All available documents associated with the current Voluntary Clean Up Contract.
The Deduvkaj family has more than 30 years experience acquiring, constructing and renovating workforce housing. Together, they founded Contour Development Group in 2015.

Contour Development Group focuses on multi-family housing and mixed-use development for the working community.

A fully integrated, in-house team is dedicated to each project. This includes Management, Design, Development, Construction and Maintenance.

- **Asset Value:** $500 Million
- **Annual Collections:** $54 Million
- **EBITDA:** $28 Million
- **Average Annual Return on Equity:** 75%

Contour Development Group currently owns and operates over 6,000 apartments with a plan to acquire, renovating and constructing 8,000 additional apartments in 2020.

Growing communities in the United States is a priority, primarily in the Midwest (Michigan and Ohio) & Southeast (Carolinias, Georgia, Alabama and Louisiana) markets.

Recently constructed condominium developments in Orion & Northville Townships.

Currently constructing 1,000 new condominium and apartment housing units in Orion Township and Pontiac, Michigan.
EXISTING CONDITIONS

Existing Property

Aerial View
FUTURE DEVELOPMENT

New building 'I'
New axial boulevard
New Building 'H'
New building 'G'
(symmetrical with 'A'-creates a gateway entrance for Poe Mill Village)
Remodeled and repurposed historic Poe Mill Office building
New green park
ARTIST’S RENDERINGS OF THE AMERICAN SPINNING MILL - WHEN FINISHED

AMERICAN SPINNING MILL
(ADJACENT DEVELOPMENT)
MEMORANDUM

TO: GCRA Board Members

FROM: Lawson Wetli, Administration Committee Chair

RE: Administration Committee Meeting, August 11, 2020

DATE: August 11, 2020

1. **Opening and Roll Call.** The Administration Committee met on Tuesday, August 11, 2020 at 12:30 p.m. Committee members present were Lawrence Black, Jane Kizer, Walter Moragne, Erin Smith, Lawson Wetli, and K. Todd Yeomans. Staff members present were John Castile, Executive Director; Imma Nwobodu, Program Director; Pamela Prone, Finance Director; Beverly Robertson, Human Resources Manager and Assistant to the Executive Director.

**Action Items:** The following items which were considered by the Administration Committee must be approved or ratified by the Board.

2. *Approval of Execution of Engineering Consulting Service Contract with Seamon Whiteside for the Fairview Redevelopment Project.* Ms. Nwobodu stated that in October of 2017, GCRA Board approved and retained three engineering firms to assist staff on an as need basis for professional engineering services. A total of six engineering firms submitted proposals for these services. The three firms were Seamon Whiteside Associates, Cardno Inc., and Site Designs. In July of 2020, the three firms were invited to respond to a specific request for proposals for engineering services for the Fairview Project. The three firms were Seamon Whiteside Associates, Cardno Inc., and Site Designs. This project is for a proposed detached and attached multifamily residential development in the Sunnyside Community in Greer.

The proposed need for engineering services consist of, but not limited to demolition, infrastructure and utility improvements, rezoning and site planning and civil engineering design, grading, landscape documents, permitting, and construction oversight, required towards the redevelopment activities of the Fairview project. The selection criterias were based on the following requirements: relevant work experience, team experience and qualifications, fee rate, similar projects completed or in progress etc. Upon review of the submitted proposals, staff is recommending the selection of Seamon Whiteside Associates as the selected Engineering company for the Fairview Project. Additionally, this company had worked with...
GCRA as the engineer on record for the Marie Street Road and multi-family (duplex) development in the Brutontown Community.

Ms. Wetli asked whether Seamon Whiteside was clearly the engineering firm of choice or was it a close call decision. Ms. Nwobodu stated that cost was a key factor. She also stated that Cardno’s niche was more in Brownfield. Ms. Nwobodu stated price was a factor in not choosing Site Designs as well.

On a motion by Mr. Moragne, seconded by Mr. Yeomans, the Committee unanimously approved the Execution of Engineering Consulting Service Contract with Seamon Whiteside for the Fairview Redevelopment Project.

3. *Approval of 2020 Recommended Merit Increase for Employees.* Mr. Castile stated that annually, typically in June, GCRA has the discussion regarding merit increases through the Administration Committee. The recommendations are then presented to the Board. This year due to the COVID-19 the discussion was delayed a few months. Mr. Castile stated that in the memo staff has provided what is going on in the market and what the County and municipalities are doing and is GCRA keeping up with what like agencies in the community are doing. Mr. Castile stated that working with the Finance Department, the three percent increase across the board for employees is within the budget. Mr. Moragne asked whether staff has an across the board cost of living amount. Mr. Castile stated that generally cost of living rises between 2.2% to 3% annually. He also stated that as evident by the memo that most agencies are enacting a cost of living increase. Mr. Castile went on to say that unless the percentage is in the 4.5% to 5% it is difficult to give increases based on an annual evaluation and until the current market becomes more stable an across the board increase is appropriate. He also does not think that bonuses are the answer because of the effect on an individual’s retirement if their salary were to increase incrementally over the years.

Mr. Moragne want to clarify that all employees would be getting a 3% increase if the recommendations were to be approved. Mr. Castile stated that this is correct. Ms. Wetli asked to clarify the distinction between merit increase and a cost of living increase. Ms. Robertson stated that a merit increase is based off of an evaluation of employee’s performance. The approval had referenced a merit increase. However, staff is asking for an across the board cost of living increase instead of the merit due to the current situation in the economy. Ms. Wetli wanted to clarify that what she is hearing is that in order to stay competitive in the market, GCRA staff is recommending a 3% across the board cost of living increase and that while GCRA’s budget can support a 3% increase, it could not support any additional increases at the present time. Mr. Castile stated that in this time of uncertainty due to COVID, there may be some impacts in the future that are unknown. He stated that in order to keep up with the market as far as compensation goes, giving a 3% increase across the board is appropriate at this time. Mr. Moragne stated that he feels that until GCRA is at the point to where real merit increase with performance evaluations are a possibility, a cost of living increase is appropriate. He went on to say that staff has really performed this year and if the funds were available, Management would recommend a real merit increase with increases tied to performance. Castile stated that staff has done a tremendous amount of work under these extraordinary circumstances. Staff is thankful that no one was laid off, furloughed, or had reduced hours and that they were able to work remotely. Mr. Castile also stated that this was one of the more challenging years with the
Consolidated Plan, Annual Action Plan along with additional COVID funds to manage. Mr. Black asked would bonuses be more appropriate at this time because it is a one-time pay out with a possibility of a higher percentage because there will be no additional impacts on the budget. He also wanted to know what metric staff used to come up with the 3% for cost of living. Mr. Castile stated that was the reasoning behind reaching out to other like organizations to determine what they were doing for increases. Larger organizations have more resources to obtain the information. Mr. Castile stated that staff will be happy with anything and the Board can do a one-time bonus if they feel that is more appropriate. However, with a bonus, salaries will stay the same and when it is time to do a salary survey GCRA will have fallen behind in the market. Mr. Yeomans stated that he is not proponent of bonuses either. He feels it does not do staff any justice in the long run. Ms. Wetli stated that she is in full support of the 3% cost of living increase and that the Board is fortunate to have staff and she feels that it is important to send the right message which is thank you to all of the staff. Mr. Black asked what the next steps are to get to a point of discussing merit increases. Mr. Castile stated that first the Board must approve the Consolidated budget for the 2020 Fiscal Year. Ms. Proner stated that the Consolidated Budget will come after the Board reviews the audit in September. Mr. Castile stated that could be several months from now due to the uncertain future. There was no further discussion or questions.

On a motion by Ms. Kizer, seconded by Mr. Yeomans, the Committee unanimously approved the Recommended Three Percent Salary Increase for Employees.

4. *Approval of TD Bank – Establish COVID Account.* Ms. Proner stated that at the last Board meeting it was approved for GCRA to receive the COVID funds from Greenville County. Since then GCRA has received these funds. She stated that staff would like to establish a separate COVID account in order to efficiently manage and track these funds. This account would mirror the current GCRA Operating Checking Account with TD Bank in its ability to receive deposits and issue payments to vendors. Ms. Proner feels it would be easier to track these funds if GCRA is not co-mingling them with other funds in the Operating Account. Ms. Wetli asked were there any downside to open another account. Ms. Proner stated that there were none that she could see other than the possibility of minimal account fees. Ms. Smith thanked staff for being so forward thinking. There were no more questions or discussion.

On a motion by Mr. Moragne, seconded by Mr. Black, the Committee unanimously approved to Establish a COVID Account with TD Bank.

5. *Approval of Revisions to the Employee Handbook.* Ms. Robertson stated this month she is bringing five more changes to the Employee Handbook. She stated that the Employment attorney suggested updating the following sections: the Substance Abuse Testing Policy was revised, there was an addition of a Bulletin Board Policy and Revision to the Non-Solicitation Policy, addition of a Lactation Breaks Policy, Revision to the Military/Uniformed Service Leave Policy, and Additions to the Computer System and On-Line Policy. Ms. Robertson stated these policies were outdated and needed updating in addition to a few needed additions to the current policies. There was no discussion.
On a motion by Ms. Kizer, seconded by Mr. Yeomans, the Committee unanimously approved the Revisions and Additions to the *Employee Handbook* as presented.

*****

Please review the following items of business discussed at the Administration Committee meeting. These items will not be discussed in the Board meeting unless there is a question or comment about them.

6. Administration Reports.

   a. **Subrecipient Report.** Ms. Nwobodu presented the subrecipient report which shows the final performance of the subrecipients for Fiscal Year 2019. There was one subrecipient that only drew down 67% of their funds. This same subrecipient has had funds left over consistently over the past three years. The remaining funds will have to be re-budgeted to another shelter activity. The remaining subrecipients drew down in a timely manner. The only subrecipients that were affected by the COVID was the summer programs and the senior programs.

   b. **HOME Compliance Report.** Ms. Nwobodu stated that this report has not changed. It is still displaying old information. There is not anything staff can do but wait for it to be updated.

   c. **CDBG Timeliness Report.** Ms. Nwobodu stated that for the last two months this report has not been in the packet. But once Fiscal Year 2020 funding was approved and the County Administrator executed the contract, GCRA’s funding was uploaded online and showing the amount of $2.8 million in CDBG funds. HUD requires that all grantees/participating jurisdictions have available for spending no more than 1.5 of their current year funding. The deadline to spend is May 2, 2021. Ms. Wetli asked are there any concerns about meeting timeliness. Ms. Nwobodu stated that she has not had a problem in the past meeting the timeliness and she does not anticipate having one this year.

   d. **Financial Reports.** Ms. Proner stated that what is different about these reports is that they will remain in draft form until the audit is complete. She stated that the Audit Committee which consists of Ms. Kizer, Ms. Coleman, and Ms. Smith will meet in mid-September to go over the audit before it is presented to the Board. Ms. Proner does not see the reports changing significantly.

Ms. Proner stated that since joining the agency she has joined the Government of Finance Officers Association. It is through this group that she has gained a wealth of knowledge regarding governmental financial statements and she is transitioning toward those financial statements. She stated this will allow the auditors to make fewer changes.
Ms. Proner then went through the financial reports bringing attention to key points. On the Statement of Revenue Expenditures on the Rental Report, she stated that the revenues were $49,537 and the expenditures were $82,915 leaving a deficit of $33,378. She stated that GCRA has had to begin paying on the loan from the Miller Road Duplexes and there were a few market rate units that had not been rented. Ms. Proner stated for year to date the rental portfolio has had an excess of revenues over expenditure of $74,758. Mr. Castile stated that he has received word this morning that the last units are being rented. He also reminded the Committee that due to COVID that the Adult Daycare had to shut down and they were unable to make payments. They are now slowly beginning to make payments and hopefully soon the report will be out of the red for the month.

Ms. Proner stated that the check register is for the month of July and the vendor totals started over again. There were no questions or discussion on any of the Financial Reports.

7. Other Business

a) TD Bank Interest Update. Ms. Proner stated that when she arrived at GCRA, she took a look at the bank relationship with Wells Fargo. She felt that GCRA was paying out a lot of money for the balance amount that GCRA keeps in their accounts. This led to staff developing an RFP for banking services that would give a better working relationship, a sophisticated online banking platform, and the potential to earn interest that could offset any fees. She stated that at the time GCRA was paying Wells Fargo approximately $3,500 in fees annually. TD had anticipated that GCRA would earn about $19,000 annually with them. Ms. Proner stated that GCRA went with TD Bank. After a year, GCRA actually earned $13,000 in interest. She then looked at why the amount was less and deduced that the interest rate had dropped from June 2019 to June 2020 and has continued to drop to where it is now. County Bank earned about $15,000 with the Affordable Housing Fund money that was deposited and their rates were a little higher. All in all, GCRA went from paying $3,500 in fees to earning around $28,000.

b) COVID Update. Ms. Nwobodu stated that GCRA went live August 1st. Staff sent out press releases. She stated that staff wanted the first tier release to focus on housing so that the citizens of Greenville County know there is hope and that they can go to GCRA’s partners for rental assistance, utility assistance, and mortgage assistance. There is opportunity throughout the County to reach out to the different agencies for assistance. However, there is a system in place so that there will not be any duplication of services. The second press release will go out this week to let people know where they can go for food and medical assistance. Ms. Nwobodu stated that GCRA’s partners will be using Charity Tracker and this will make it easier to pull reports. GCRA will be using COVID funds to pay for the Charity Tracker licenses so all the partners will have access to the software.

8. Adjournment. There being no further business, the meeting was adjourned at 1:57 p.m.
MEMORANDUM

TO: GCRA Board Members

FROM: Grant Cothran, Operations Committee Chair

RE: Operations Committee Meeting, August 13, 2020

DATE: August 13, 2020

1. Roll Call. The Operations Committee met on Thursday, August 13, 2020 at 12:30 p.m. via Zoom software. Committee members present were Barry Coleman, Amy Coleman, Grant Cothran, David Doser, James Hammond and Charlotte Osmer. Staff present were John Castile, Executive Director; Joe Smith, Operations Director; and Meg Macauley, Project Coordinator. Christopher Hill, a Tax Credit Developer.

2. *Approval of Proposed Operation’s Goals for Fiscal Year 2020. Mr. Cothran asked Mr. Smith to walk the Committee through the goals highlighting any changes from last year. Mr. Smith stated the Operation goals are similar to last year’s but the 18 units from Miller Road is coming off of the New Construction. He stated that staff has projected 10 Homeowner Repair Grants and already has four in the works. There are three New Construction for Rental and a total of 21 New Construction for Sale for GCRA throughout the County. Seven of the New Constructions will be in Greer to finish up Creekside. He stated that should begin toward the end of the month after environment clearances are complete. Five homes will be constructed in Brutontown on Walcott Street. GCRA will be using bank financing due to the issue of environmental clearances because of the proximity of the cement plant. Mercy Housing has 60 units in New Construction and Mr. Smith is waiting to see how the COVID may affect them. He then said that Habitat for Humanity and Rebuild are both projecting 70 Homeowner Repair Grants. Mr. Smith stated that GCRA will be funding a project manager for Rebuild. Total projects cost is estimated at $4.4 million.

Mr. Smith stated that the upcoming year will be an infrastructure year. GCRA has a big project planned in Greer. The engineering firm was selected and approved in the Administration Committee Meeting. Mr. Smith went on to say that GCRA received the survey work back for the Iola-Wilson Street project in Brutontown and will be making a recommendation for an engineering firm soon. He stated that once the 21 New
Construction units are built that he is projecting this year, all buildable lots in inventory will be complete. GCRA will need to build up some more inventory.

Mr. Coleman asked about the three units in the New Construction for sale in Travelers Rest. Mr. Smith stated that GCRA should have clear title for all three lots by the end of September. Mr. Cothran asked about the 60 units that are in partnership with Mercy Housing. He asked if there is uncertainty around them why include them in the goals. Mr. Smith stated that this is standard practice and it will probably take a couple of years to complete. There was no more questions or discussion.

On a motion by Mr. Hammond, seconded by Ms. Coleman, the Committee unanimously approved the Operation’s Goals for Fiscal Year 2020 as presented.

Please review the following items of business discussed at the Operations Committee meeting. These items will not be discussed in the Board Meeting unless there is a question or comment about them.

3. Operations Reports

a. Home Sales and Rental Property Reports. Mr. Smith presented the Home Sales Report for the month of July, showing pictures and speaking about construction progress. 27 Earnhardt Street in Brutontown is complete and there has been some interest in it. 699 Ruddy Creek in Creekside is complete and under contract, but he feels it will be the first or second week in September before it is finalized. 209 Berea Forest Circle is under construction. Mr. Smith stated that there were some issues with the builder, and they had to part ways causing construction to be stalled until the job can be rebid. 233 Whitney Street in Slater is complete and being marketed and 211 Whitney Street is under contract. Mr. Smith stated that there is a lot of work in progress. The four homes in Creekside had been awarded but to the builder that GCRA had trouble with on the 209 Berea Forest Circle home causing these homes to be rebid. The last three lots in Creekside will be sent out for bids in August. Mr. Smith anticipates bringing the approval for construction on the Walcott Street homes in the next two to three months.

Mr. Smith then presented the rental property report for the month of July. He stated that 11 24th Street should be occupied soon. GCRA is one unit away from having the Miller Road duplexes completely occupied and there has been a lot of interest in this unit. Mr. Smith feels confident that Miller Road will be completely occupied by September. Mr. Smith showed pictures of 102 Telfair off of Worley Road in the Cherrydale area. He thinks it should be completed by November. He then showed the lot for the construction of 102 Heatherly in Judson. This will be a 2-bedroom two bath unit. There has been a lot of interest in this size of house. Mr. Smith then stated that there has been an environmental clearance issue with 7 Malone but this should be resolved soon.
Mr. Smith reviewed the tenant balances for the month of July; the total past due balance was $15,876.47. The client farthest in arrears is the Active Day Center; they have now started making their payment and working on clearing up the past due amount. The rest of the individuals that are past due have been referred to the Human Relations Commission to see if they qualify for some of the COVID funds.

b. **Operations Activity Report.** Mr. Smith presented the Operations Activity Report for the month of July. There is nothing to report to date. Mr. Smith is akin to the suggestion that Mr. Cothran made about rolling the projects forward in a 12-month rolling period. Year to date, staff has completed three CWC inspections, no ESG inspections and 287 GCRA inspections. Mr. Smith brought attention to all the new partners list at the bottom of page 47.

c. **Public Works Report.** Mr. Smith presented the Public Works Report for the month of July. He is pleased to announce the completion of Miller Court Place. He showed pictures of the completed paving at Miller Road. There is talk with Mauldin on doing a sidewalk project there. The sewer improvements were completed in July on the Sanitary Sewer Improvements project in Sterling. So far, everything is on schedule and the stormwater, curbing, and paving should be complete in August. Playground equipment has been installed in places at the Kids Planet Playground. The walkway is under way. GCRA is not doing the entire walkway just the ADA portion. GCRA’s portion is almost complete except for the portion that needed to be re-poured. Mr. Smith showed several pictures of construction well underway at the Fountain Inn Activities Center.

4. **Other Business.**

a. **Construction Updates.** Mr. Smith showed a picture of 111 McKissick Street a home that Nehemiah did in the Needmore area in Greer. GCRA had approximately $60,000 in the home.

b. **Introduction of Christopher Hill.** Mr. Smith introduced Christopher Hill to the Committee. Christopher Hill presented a tax credit model that could be used to lower the cost of land for 503 E. Fairview Road, Greer Project.

5. **Adjournment.** There being no further business, the meeting was adjourned at 1:22 p.m.
652 calls received were related to the GCRA funds. An average of 10% of the callers were from our Greenville Hispanic community.

253 Intake forms were completed by the GCRL Call Center Specialists. Others were referred to the agency’s website or intake forms were emailed to them directly to complete when they have all of their required information.
51% of the total calls were related to Housing (rental, mortgage, homeless, and hotel lodging).
Greenville County reveals fresh concept for ongoing County Square project

Evan Peter Smith · Aug 20, 2020

Rendering provided by RocaPoint Partners
Greenville County’s ongoing County Square redevelopment project is “right on schedule,” according to County Council Chairman Butch Kirven.

The project’s developer, RocaPoint, has just unveiled new concept art for what the $1 billion project will look like once completed. The 37-acre site will include a five-story office tower, a multilevel parking deck, an event plaza, a veteran’s memorial wall and a drop-off area designed to be a “park-like setting.”

Kirven said the COVID-19 pandemic will have “no impact” on the project’s timeline for completion and that “nothing has been slowed down at all.”

The project is set to be completed in eight to 10 years. Kirven said developers had already planned on at least two major economic shifts occurring during that window and have already planned accordingly to meet any economic expansion or contraction.
centers around the new county building.

Planning is already underway for moving utilities underground, including water, sewer, gas lines and communications.

“We're doing the foundation work now for the county building,” Kornell said. “We're also working on the alternate site to move the family court, the current site of which will have to be demolished to make way for the parking structure.”
Greenville County Council voted unanimously in February to approve the mechanism that will fund the $120 million portion of the project taken on by the county, which includes the new county building and moving the Family Court to a new location on Halton Road near Haywood Mall.

The county issued revenue bonds to raise the funds and so far has secured about $80 million of the $120 for which it was approved, according to Kirven.