

Mr. Josh Simpson
Mayor
Ms. Amy Gore
District 2
Mr. Justin Beardsley
District 3

Town of Reidville
7304 Reidville Rd
PO Box 309
Reidville, SC 29375

Mr. Bob Jordan
Mayor ProTem, District 1
Mr. James Richard
District 4

January 14, 2025
Minutes

Mayor Simpson called the meeting to order at 6:30pm.

Town Administrator called roll. All members of the council were present. There were six citizens in the audience.

Council member Richard gave an invitation, and the council led in the pledge of allegiance.

Action: A motion was made by Bob Jordan to accept the December 10, 2024, public hearing minutes as written. Justin Beardsley seconded the motion. Motion carried unanimously.

Discussion: Mr. Flood, a member of the audience, asked that the minutes have the word not in his question at the public hearing to reflect what he was trying to say. Members of the council explained that the present council had to raise taxes for 2023 and 2024 and will probably continue to do so to provide the funds needs for present and future infrastructure, needs, and operational cost. Mr. Richard that raising the taxes has not put the Town of Reidville ahead but is merely to catch the Town up to date.

Action: A motion was made by Bob Jordan to accept the December 10, 2024, regular council meeting minutes as written. Justin Beardsley seconded the motion. Motion carried unanimously.

Action: A motion was made by James Richard to approve the December 2024 financial report as written. Bob Jordan seconded the motion. Motion carried unanimously.

Action: A motion was made by James Richard to move all the money from First Piedmont to LGIP. Bob Jordan seconded the motion. Motion carried unanimously.

Discussion: Mr. Beardsley suggested that the Town keep enough money out of the Local Government Investment Pool to cover the operation budget. The council discussed the options.

Action: A motion was made by Mr. Richard to table the prior motion until the February 2025 meeting. Bob Jordan seconded the motion. Bob Jordan seconded the motion. Motion carried unanimously.

Mr. Gore went over her report, mentioning the events for 2025.

Mrs. McKaba went over the administrator report, mentioning the sanitation bid being open and the upcoming public Q & A section on annexation on February 4th, 2025, at 6:30 pm. Location for public Q & A session will be Reidville Elementary School Cafeteria.

Action: A motion was made by Josh Simpson to approve the Hurricane Helene individual workers \$25/per hour. Amy Gore seconded the motion. Motion carried unanimously.

Action: Josh Simpson made a motion to approve Dan Defoe for the Town of Reidville Board of Appeals vacant seat. Amy Gore seconded the motion. Motion carried unanimously.

Action: A motion was made by Josh Simpson to enter into executive session at 7:06p.m. for the posted and announced reason. Bob Jordan seconded the motion. Motion carried unanimously.

Action: A motion was made by Josh Simpson to come out of executive session and enter back into open session at 8:18 pm. Bob Jordan Seconded the motion. Motion carried unanimously.

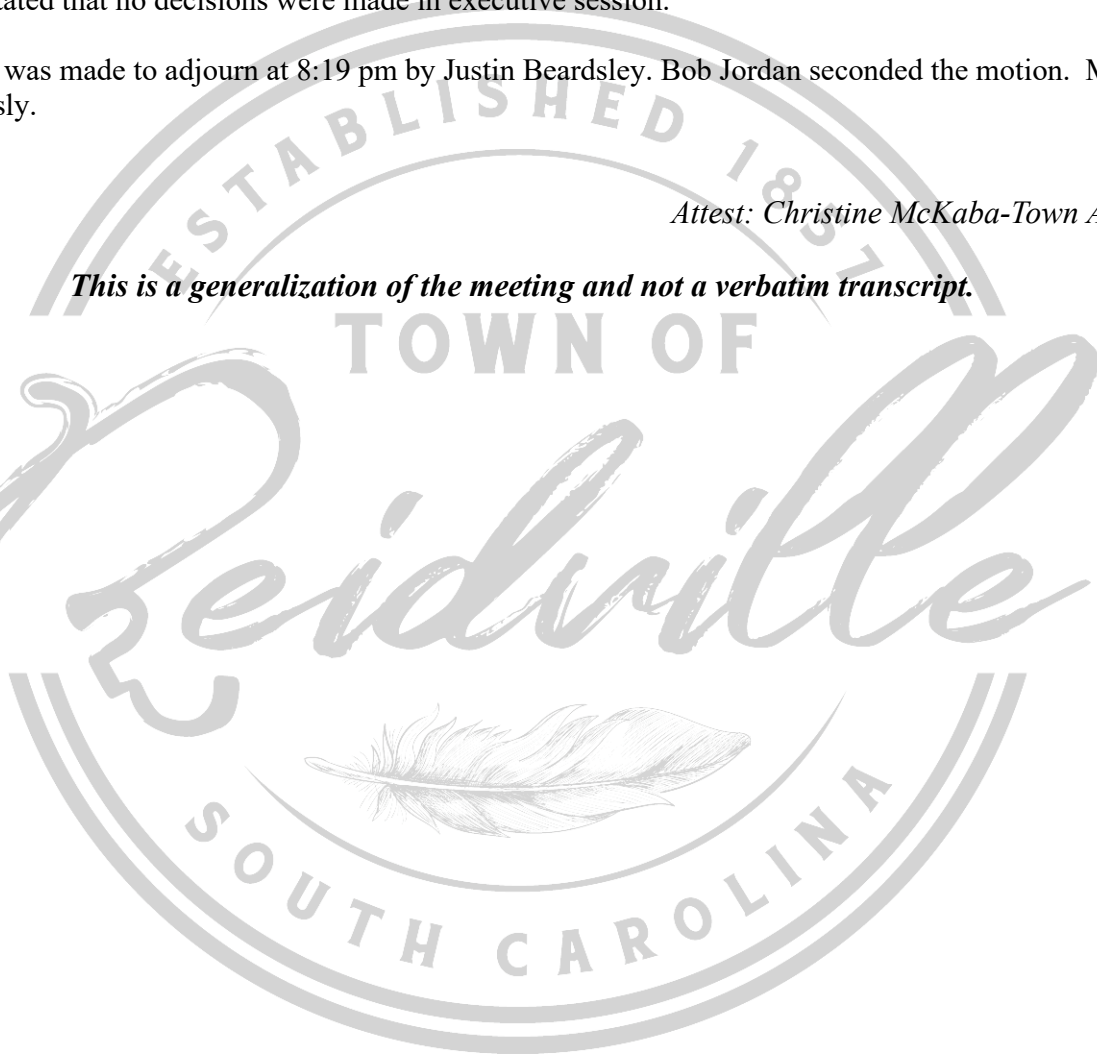
Action: A motion was made by Josh Simpson to accept the public statement prepared by Town attorney regarding the Town Center Project. Bob Jordan seconded the motions. Motion carried unanimously.

Mayor Simpson stated that no decisions were made in executive session.

Action: A motion was made to adjourn at 8:19 pm by Justin Beardsley. Bob Jordan seconded the motion. Motion carried unanimously.

Attest: Christine McKaba-Town Administrator

This is a generalization of the meeting and not a verbatim transcript.



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February 4, 2025
Public Q&A Overview Minutes

The Town Administrator welcomed everyone and thanked them all for attending the public and answer session and 6:30pm.

Mrs. McKaba opened with a few housekeeping guidelines, letting the public know that any disruption would not be tolerated, and you would you be asked to leave if any was made. She also stated that the council would not be answering any questions answered regarding the Reidville Town Center Project that the session was the purposes of potential annexation into the incorporated limits of Reidville. Mrs. McKaba stated that there was a public statement at the front table for those who were interested.

The administrator began reading the example annexation letter that the Town of Reidville sends out when petitions go out for annexation. During this time Mrs. McKaba and the Reidville Council stopped to answer or addressing questions and concerns from the public.

Some of those questions and concerns were the following:

- What is the process of annexation?
- Does the Town of Reidville know which subdivisions will get petition first?
- If subdivision roads are bad, if the subdivision is annexed how will that affect the roads? Orchard View, particularly in this question.
- Will Dillard Rd be lumped with Myers Park?
- How does the Town of Reidville decide what the millage rate will be?
- What services are available or provided?
- Do we have a plan for traffic and growth?
- We are already using many of Reidville's services and community activities. By annexing we help support those.
- If we receive an exemption from the county how will that effect our Town taxes?
- Is there any specific service provided for seniors on a fixed income?

- When does the council review or does the council know when they will not raise the taxes?
- A few Reidville Residents spoke and mentioned what they loved about living in the Town of Reidville.
- Some concerns about adding additional tax when all they pay currently is taxes to the county.
- Does the Town have a 10-year revenue projection of annexation?
- Questions in regard to how zoning is assigned.

The Reidville Town Council and Administrator addressed the questions and concerns according. Explaining that annexation is a process that is strictly laid out by state code. That process through the Town of Reidville is overseen by the Town Administrator and the Town Attorney. The Town Administrator explained the most commonly used annexation process of 75% petition explaining that it depends on the number of houses in the annexation petition as to when that subdivision is ready to roll out. Mrs. McKaba gave an example that the more house the more paperwork required the more paperwork the longer it takes to prepare that annexation. Once an annexation petition is complete, there is a first reading, public hearing, and second and final reading before going to the secretary of state. During this process, a zoning for the properties would be set.

Members of council and administrator addressed concerns like roads stating that if the road is in the county and on the penny tax referendum the roads would be fixed regardless of annexation. If not, then the subdivision could request that the Town take the roads into inventory and repair them.

Members of the council and the administrator addressed questions and concerns regarding the Town of Reidville millage. Stating that municipal millage cap is provided by the State of South Carolina and those must be followed each year when increasing millage. Also that the millage in Reidville had not been raised from 1997 when incorporated until 2023. The current Town Council evaluated each year the need for a millage increase and adjusted the millage if needed based on the allowed cap. They explained that any exemption from the county you receive would receive the same from the Town of Reidville.

Members of the council and the administrator explained that although there are current annexation petitions out and they will continue to actively annex, there is no

way to give a realistic 10-year projected income from annexation. The revenue from property taxes was explained and explained that there is no way of knowing exactly how many houses would come into the incorporated town limits of Reidville. They offered that if anyone would like a copy of the Towns 10-year comprehensive plan the public could contact the administrator to receive a copy.

Members of the council and the administrator stated that at this time the Town of Reidville offered sanitation pickup for its residents at \$50 per year per household. They also stated that they are actively working to getting a dedicated police officer for the Town of Reidville to help assist in response times.

Each member of the Town Council went around and introduced themselves along with their chair positions. Explaining what their chair offered and could assist residents within the Town of Reidville.

The public and answer session called to an end at 8:00 p.m.

February 2025 Public Safety Report

1. Working with Reidville fire to develop burning ordinance.
 - a. Open burning not allowed unless it is for land clearing or in AF/R1 zones
 - b. Aligns with Spartanburg County
 - c. Free permit required outlines requirements to burn, aligns with state requirements.
 - d. Fire pits are allowed
 - e. No burning of trash
 - f. FD will enforce, city can issue fines
2. Continuing to explore avenues to obtain officers for the town with the Administrator.

Reidville Town Council – Community Development Report

February 11, 2025

Chair: Amy Gore

Events

Calendar for 2025 (Approved by Council November)

- April 26 – Community Yard Sale
- May 17 – Spring Fest
- July 26th – Community event
- September 27 – Oktoberfest

Would like to use the field in front of Elementary School

- Ompah band: working to locate one. The original one told me that they are not available that weekend.
- Doennerkabab: texted them.
- The Wurst Wagon: emailed them to see if they can come see us.
- **Christine/Patricia:** can you please contact our beer wagon folks?
- **Christine/Patricia:** need some kid events. Bouncies/games appropriate. Petting zoo would be too.
- **Christine/Patricia:** *Do we have the contact for the candied nuts lady? Came to fall festival. This is a very German treat.*
- Festival games?
- Banners to advertise need to be up end of August.
- We will need to rent tents, long tables/benches
- German flags/Bavarian flags for décor



- October 31 – Trunk or Treat
- December 13 – Parade and Christmas Festival (Parade theme: there is no place like Gnome)

Looking to add a few more items.

Contacted Misty Fant from **Duncan**.

Here are their 2025 events:

- April 19th- Easter event

CONFIDENTIAL

- (July 4th event) Watermelon Festival- June 28th
- NNO- Aug 5th
- Halloween Oct 25th
- Dog Walk May 3rd
- Makers Market- TBD
- Movie nights & story time in the park- Different Dates
- Christmas Parade- Dec 6th nighttime event

Little Library

Hannah Faith Miller

Little Library installed in Sweet Tea station parking lot. Super cute. Come see it.

MASC – rescheduled. Need to get permission from new department.

January 2025 Financial Statement

Income: **\$ 196,203.00**

Expenses: **\$ 29,756.70**

Bank Balances as of February 1, 2025

Truist-5561 General Account	\$479,407.60
Trusit-5596 Hospitality	\$22,715.58
First Peidmont-8924	\$239,666.50
Truist-LGIP 2787	\$312.50
Local Government Pool	\$1,342,420.94
Truist-1589 ARP	\$75.80
Account Totals=	\$2,084,598.92

Note:



ORDINANCE No. 2025-01

**An Ordinance to Amend
Article 4 Section 4-3 Accessory Uses and Structures
Of the Town of Reidville Zoning Ordinance**

Whereas, the Town of Reidville has adopted an Official Zoning Ordinance in accordance with South Carolina State Enabling Legislation, as included in Title VI, Chapter 29 of the South Carolina Code of Laws, for the purpose of promoting the public health, safety, and general welfare of the community, and

Whereas, the City Council and Planning Commission of the Town of Reidville do find that it is necessary to amend the Official Zoning Ordinance from time to time in order to most effectively promote the goals of the Ordinance, as established above, and

Now, therefore, the Town Council of Reidville of the Town of Reidville, upon review of a recommendation from the Planning Commission of the Town of Reidville, does adopt this ordinance to allow for the following sections to be amended as printed below, effective after the final reading, and shall continue in effect as hereafter mandated.

Amendment

Amendment to Article 4 Section 4-3 Accessory Uses and Structures of the Official Zoning Ordinance. The language for Section H.8.b. will be deleted from the ordinance to address the ownership requirements for Bed and Breakfast Inns and Short-Term Rentals and shall read

4.3 ACCESSORY USES AND STRUCTURES

H. Home Occupations. A home occupation shall be permitted in any residential district provided that such occupation:

8. Bed and Breakfast Inns and Short-Term Rentals

- a. Property owners shall obtain and maintain a Town of Reidville Business License and an Ordinance Compliance Letter from the Zoning Administrator prior to commencing operation of a Bed and Breakfast Inn or a Short-Term Rental.
- ~~b. The owner(s) of the property must reside on the premises and must operate the business with resident family members only. Acceptable proof of permanent residence includes applicant's driver's license, voter registration card or U.S. passport, showing the address of the property, or other document(s) which the~~

~~Zoning Administrator determines provide equivalent proof of permanent residence by the applicant at the property that is the subject of the application.~~

- c. No more than six (6) guest rooms can be offered.
- d. Parking. All parking spaces for tenants and guests must be contained on site and only on improved surfaces. During rentals, no parking for owners, occupants, tenants, or guests may be located on unimproved surfaces. Unimproved surfaces include, but are not limited to, grass, wooded, dirt, and mulched surfaces, as well as any other parking surfaces not in compliance with applicable Town Code requirements.
- e. No long-term boarding arrangements greater than thirty (30) days are permitted.
- f. No additions or extensions to the original structure are allowed, if for the express purpose of adding guest rooms.
- g. No meals can be provided other than to registered guests.
- h. A home occupation for a bed and breakfast inn or a short-term rental may be revoked by the Zoning Administrator: (1) in the event that three (3) or more substantiated complaints are received by the town within a calendar year; or (2) for failure to maintain compliance with any of the regulations set forth within this Section. A property owner whose home occupation has been revoked pursuant to this paragraph shall not be eligible to re-apply for a home occupation for a bed and breakfast inn or a short-term rental for the remaining portion of the calendar year in which the occupation is revoked, and for the entire succeeding calendar year.
- i. All conditions for home occupation, as set out in **Section 4-3(G)**, must be fully met, except that for a Bed and Breakfast Inn or a Short-Term Rental the percentage of floor space rule, as stated in **Section 4-3(G)(3)** is waived.

Now, therefore this ordinance repeals all previously issued ordinances, policies, or regulations pertaining that may conflict with these changes in the Official Town of Reidville Code. This ordinance shall be in full force upon its adoption by the Town Council of the Town of Reidville.

RESOLVED, This _____ Day of _____, 2025.

Planning Commission Recommendation February 6, 2025
First Reading February 11, 2025
Public Hearing March 11, 2025
Second and Final Reading March 11, 2025

Approved as to Form:
Chip Bentley, Appalachian Council of Governments

Josh Simpson, Mayor

Bob Jordan, Mayor ProTem

James Richard, Council Member

Justin Beardsley, Council Member

Amy Gore, Council Member

Attest: Christine McKaba, Town Administrator



COMMERCIAL LEASE

In consideration of the covenants herein contained, this Commercial Lease is made as of this 1st day of February 2025, by and between Artisan Frontier (The Drywall & Paint Company), existing under the laws of South Carolina, hereinafter called “**Tenant**” and the Town of Reidville, Landlord, or Agent for the Landlord, hereinafter called “**Landlord**”.

For the period of time beginning the 1st day of February 2025, and ending midnight on the 28th day of February 2028, Landlord hereby grants to Tenant the sole and exclusive right to lease the real property known as:

Address: **162 Leonard Drive, Reidville SC**

Tax Map # 5-36-08-007.00, Town of Reidville, SC 29375

Artisan Frontier, (“**Leased Premises**”) together with the right of ingress and egress to and from the Leased Premises, and the non-exclusive right in common with Landlord and other Tenants, to use the common public areas, facilities, and land area for such Leased Premises.

COVENANTS

1. **RENT.** Tenant shall pay to the Landlord, a monthly rental for each month during the term of the lease or any renewal therefore, in advance or before the 1st day of each month during the term of the Agreement. The amount of the monthly rental for the term of this lease shall be **Twelve Hundred Dollars (\$1200)** hereafter referenced as “Basic Rent”. Unless notified otherwise in writing, all payments of basic rent shall be made payable to and mailed to Landlord at:

**Town of Reidville
PO Box 307
Reidville SC 29375**

2. **TERM.** The term of this Agreement shall be two years (the “Term”) beginning on **February 1, 2025 (the “Commencement Date”)** and, unless terminated or extended shall end on **February 28, 2028 (the “Termination Date”)**. Tenant or Landlord can terminate this Lease at any time and for any reason by providing ninety (90) days advance written notice to the Landlord. Subject to the terms and conditions set forth herein, Tenant shall have the right to extend the term of the Lease for four additional years, upon the same terms and conditions contained herein, except the amount of Basic rent by giving written notice to Landlord of Tenant’s intent to extend the then existing term at least ninety (90) days prior to the expiration of the then existing term.
3. **COMMON AREA ACCESS AND MAINTENANCE.** Landlord agrees that Tenant shall have the right of access to all common areas. Common areas include all areas used in common with the other tenants of the property of which the leased Premises is a part, for the convenience or welfare of all tenants’ customers collectively. Landlord shall be responsible for the maintenance of such common areas and agrees to keep such area in responsible and appropriate order. Such maintenance included but is not limited to, operating, repairing, lighting, cleaning, painting and securing the property and the common areas of the property; paying all personnel in the operation,

maintenance, or repair of the property, including the common areas; removing rubbish and debris from the property, repair and maintenance of walkway, landscaping, and lighting facilities and the supplies required therefore; all utilities in connection with the common area; leasing or renting equipment used in connection with the operation and maintenance of the common areas; foundation maintenance and repairs, when applicable, and security, fire and crime prevention services.

4. **SECURITY DEPOSIT.** Upon execution of the Lease by the Tenant, the Tenant shall pay to the Landlord a security deposit in the amount of **\$0.00 Dollars**. Any security deposit required by Landlord and paid by the Tenant shall be retained as security (interest free) for the faithful performance by the Tenant of all terms, covenants, and conditions herein. Upon expiration of the Lease, the Tenant shall surrender possession of the Leased Premises. The security deposit or any remaining partition thereof will be returned within thirty (30) days after the termination of this Lease or completion of the repairs necessitated by the Tenant's misuse of the Leased Premises, normal wear and tear excluded. Tenant shall be entitled upon demand, a written itemization of repairs incurred by Landlord that are charged against the security deposit. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay any undisputed charges within fifteen (15) days after receiving written notice from Landlord.
5. **TENANT'S UTILITIES.** Tenant shall pay all charges or bills for the utility and services used by the Tenant.
6. **USE OF PREMISES.** Tenant agrees not to abandon or vacate the Leased Premises and to use entire Leased Premises for Artisan Frontier's office space and for no other purposes without the express written consent of the Landlord. Pets, animals, or birds may not be kept on the Leased Premises without the Landlord's permission. These Leased Premises may not be used for sleeping quarters or apartments, immoral conduct, or any illegal activity.
7. **SIGNS.** Following the Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, also along ride out of the right of way on 7304 Reidville Rd; any signs which are permitted by applicable local ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in the Landlord's opinion to large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.
8. **TENANTS PARKING.** During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Leased Premises, their guest, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord agrees, upon Tenant's request, to designate parking areas within the Leased Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separated structured parking, if there is any, located at the Leased Premises is reserved for tenants of the Leased Premises who rent such parking spaces. Tenant hereby leases from Landlord spaces in such structural parking area, such spaces to be on a first come-first serve basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of \$0.00 per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals. Landlord provides Tenant with the right to install signs designating such space for exclusive use of Tenant and also to permit Tenant to have unauthorized vehicles towed from such spaces at the expense of the vehicle's owner.
9. **INSURANCE.** The tenant will only be responsible for providing insurance on the contents owned by the Tenant that is brought onto the Leased Premises.
10. **PROPERTY TAXES.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.
11. **MAINTENANCE AND REPAIRS.** Landlord shall repair and maintain the foundation, roof, pipes, lines, outer walls, and structural members of the Leased Premises. During the Lease Term, Tenant shall make, at Tenant's expense, all necessary and routine repairs of floors, walls, ceiling, and other parts of the Leased Premises damaged

or worn through normal occupancy, except for major mechanical systems, electrical systems, or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

12. **ALTERATIONS.** Tenant shall make no alterations, additions, improvements, or rewiring in or to the Leased Premises without the written consent of the Landlord. All additions, or improvements to the Leased Premises including carpeting, tile, other floor covering, wall covering, ceiling tile, etc., made with without Landlord's written consent shall become part of the Leased Premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the Leased Premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the Leased Premises before the end of this lease or shall become part of the Premises and the property of the Landlord. Tenant should not install or maintain any equipment, partitions, furniture, etc., which the weight or operation thereof would tend to injure, or be detrimental to the Leased Premises or would unreasonably annoy or disturb other Tenants.
13. **ASSIGNMENT, SUBLETTING.** Tenant shall not, without the prior written consent of Landlord assign, mortgage or encumber its interest in this Lease, in whole or part. Such consent will not be unreasonably withheld, conditioned, or delayed. Landlord shall have the right to assign, mortgage or encumber its interest in this Lease, in whole or part.
14. **LANDLORD'S RIGHT TO ENTER PREMISES.** Landlord, or its authorized agents, may with reasonable prior notice at any reasonable time enter the Leased Premises to inspect or make repairs, improvements, and/or changes in the Leased Premises or adjacent premises as Landlord may deem proper; and there shall be no diminution of Basic Rental, or liability on the part of the Tenant by reason of inconvenience, annoyance, or injury to business.
15. **FIRE OR OTHER CASUALTY.** If the Leased Premises is totally destroyed by fire or other casualty, this Lease shall terminate as of the date of such destruction and Basic Rental shall be accounted for as between Landlord and Tenants of that date. If Leased Premises are damaged but not wholly destroyed by fire or other casualty, Basic Rental shall abate in such proportion as use of Leased Premises has been lost to the Tenant. Landlord shall restore Leased Premises to substantially the same condition as prior to damages as speedily as practicable, whereupon full Basic Rental shall commence. If Leased Premises is damaged by fire or other casualty but not wholly destroyed, Landlord or Tenant shall have the right to terminate this Lease, provided written notice given to the other party within thirty (30) days after such damage or destruction. If fire or other casualty is deemed caused by Tenants actions/inactions, Tenant would be responsible for all damages.
16. **NON-APPROPRIATION.** Tenant shall have the right to cancel this Lease upon giving Landlord thirty (30) days written notice of its cancellation if, at the end of any fiscal year after the commencement date, appropriations are not provided to the Tenant in an amount sufficient to carry out the purposes and of the business, including the payment of Basic Rental and all other payment obligations of Tenant pursuant to the Lease.
17. **CONDEMNATION.** If the whole of the Leased Premises, or such portion thereof as will make said Leased Premises unusable for the purpose herein leased, be condemned by any legally constituted authority, this Lease shall terminate on the date when possession thereof is taken by public authorities, and Basic Rental shall be accounted for as between Landlord or Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the Leased Premises is acquired by condemnation as will leave the remaining Leased Premises, after alteration and repairs, in condition suitable for use by Tenant, the monthly Basic Rental payments from the day of such acquisition to the end of the original or any extended term of this Lease shall be reduced in proportion to the resulting loss of use of Leased Premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs that shall be required, to restore the Leased Premises to a safe and usable condition.
18. **HOLDING OVER.** If the Tenant remain in possession of the Leased Premises after Termination Date or any extension thereof, without written agreement as to such possession, then Tenant shall be a Tenant from month-to-

month at a monthly rental equal to one- and one-half times the highest monthly rate provided for herein. The rental shall be paid in advance on the first day of each month during such a holdover. Such tenancy shall continue until terminated by Landlord or until Tenant shall have given to Landlord a written notice at least thirty (30) days prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy. Landlord may terminate the holding over at any time. Such a holding over shall not constitute an extension of this Lease.

19. **EFFECTIVE DATE OF LEASE.** This Agreement shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this agreement is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy to the submitting party.

20. **NOTICES.** A notice or communication which Landlord or Tenant desires or is required to give the other party, including any notice of termination, shall be deemed sufficiently given if rendered in writing and delivered to Tenant or Landlord personally, or sent by certified mail, return receipt requested, or via recognized overnight delivery company to the persons identified as follows:

For the Tenant:

Artisan Frontier
Attention: Jacob Montemayor
Address: 162 Leonard Drive Duncan SC 29334

For the Landlord:

Town of Reidville
PO Box 309
Reidville, SC 29375

21. **BILLS AND RENT PAYMENTS.** Bills should be sent to the Tenant at the following address:

For the Tenant:

Artisan Frontier
Attention: Jacob Montemayor
Address: 162 Leonard Drive Duncan SC 29334

Rent payments will be sent to the Landlord at the following address:

For the Landlord:

Town of Reidville
PO Box 309
Reidville, SC 29375

22. **BANKRUPTCY.** If Tenant shall be adjudicated bankrupt or as insolvent or take the benefit of any Federal reorganization or make a general assignment or take the benefit of any insolvent law, or if a Trustee in bankruptcy or a receiver be appointed or elected for Tenant, under federal or state law, this Lease, at the option of the Landlord, shall expire and end seven (7) days after Landlord gives Tenant written notice, UNLESS, the Tenant's Trustee immediately cures any default of Tenant hereunder and provides (in compliance with federal and state laws) adequate assurance of future performance of Tenant's obligations hereunder.

23. **BEYOND LANDLORD'S CONTROL.** This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease; or to supply or is delayed in supplying any service expressly or implicitly to be supplied; or is unable to make or is delayed in making any repairs, additions, alterations, or decorations; or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from doing so by reasons of an act of God, strike, labor troubles, pandemic, or any outside cause whatsoever including but not limited to riots and civil disturbances or governmental preemption in connection with a national emergency or by reason of any rule order,

or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

24. **KEYS.** Landlord will provide Tenant with keys, electronic codes or other electronic devices that provide access to the Leased Premises. Landlord reserves the right to change locks and/or electronic access codes and provide same to Tenant on an as needed basis when changed. In the event Tenant loses or misplaces keys to the Leased Premises, then Tenant will pay Landlord an amount sufficient to cover the cost of changing locks and/or electronic access codes. Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys to the Leased Premises to the Landlord upon the expiration or earlier termination of this Lease and/or Tenant's vacating said premises. Landlord shall have the right to require the Tenant at Tenant's expense to replace locks and to supply Landlord with one key to the new locks, including a master key if Tenant cannot provide an accounting for all keys provided or duplicated. Landlord shall retail a master key or pass key to the Leased Premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.
25. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall peaceably and quietly possess and enjoy the Leased Premises as against all persons claiming any right, title, or interest in and to said Leased Premises so long as Tenant shall faithfully perform the covenants, obligations, agreements, and conditions of this Lease. Landlord reserves the right to subject this Lease at all times to the lien of any mortgages or deeds of trust hereafter placed upon the Leased Premises or any part thereof and to grant to other Tenants in the property rights to use the common areas in other portions of the property not within the Leased Premises.
26. **VACATION OF PREMISES BY TENANT.** Upon the expiration or termination of the lease, Tenant shall, at its own expense: (1) remove Tenant's goods and effects and those of all persons claiming under Tenant; and (b) quit and deliver up the Leased Premises to Landlord, peaceably and quietly, in as good order and condition as the same were in on the Commencement Date or were thereafter placed in by Landlord, reasonable wear and tear excepted. Any property left in the Leased Premises after the expiration or termination of the Lease shall be deemed to have been abandoned and the property of the Landlord to dispose of as Landlord deems expedient.
27. **DEFINITIONS.** "Landlord" as used in this Agreement shall include the owner or owners of the property as well as the Landlord's heirs, representatives, assigns and successors in title to Leased Premises. "Tenant" shall include Tenant, Tenant's heirs, and representatives, and if this lease shall be assigned or sublet, shall also include Tenant assignees or subleases, as to Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. "Property" is defined as the land, lots, building improvements, and common areas as may be further defined herein, in which the Leased Premises is included.
28. **ENVIRONMENTAL MATTERS.** Tenant represents, warrants, and covenants to Landlord throughout the Term of this Agreement that Tenant is and agrees to remain in compliance with all applicable federal, state, and local laws relating to protection of the public health, welfare, and the environment ("Environmental Law") with respect to Tenant's use and occupancy of the Leased Premises. Tenant agrees to cause all of its employees, agents, contractors, sublessees, assignees, and any other persons occupying or present on the Leased Premises ("Occupants") to comply with all Environmental Laws applicable to their activities in and around the Premises.
29. **AMERICANS WITH DISABILITIES ACT.** Any other provisions of this Agreement notwithstanding, the parties hereby agree that the Leased Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). The parties further agree and acknowledge that it shall be the sole responsibility of the Landlord to comply with any and all provisions of the ADA, as such compliance may be required to operate the Leased Premises. If at any time the Landlord refuses to comply with the ADA in response to any claim made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the property or of the Premises, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA, Tenant has the right to cancel the Agreement with thirty (30) days written cancellation notice to the Landlord. Basic Rent shall be accounted for as between Landlord and Tenants of the date of cancellation and no further Basic Rent will be due or owing.

30. **SPECIAL STIPULATIONS.** As far as the following stipulations conflict with any of the provisions herein, the following stipulations shall control (use addendum if necessary):

SEE ADDENUM ATTACHED

31. **JURISDICTION/DISPUTES.** This Agreement shall be governed in accordance with the laws of the State of South Carolina. All disputes under this Agreement shall be resolved by litigation in the Courts of the State of South Carolina, Spartanburg County, including the Federal Courts therein, and Tenant and Landlord herein each consent to the jurisdiction of such Courts, agree to accept service of process by restricted certified mail, and hereby waive any jurisdictional or venue defenses otherwise available.

32. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such an agreement is in writing, signed by all parties and specifically references this Agreement.

33. **FACSIMILE/SCANNED SIGNATURE.** The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the document in the handwriting of each party.

34. **NON-RELIANCE CLAUSE.** Both Tenant and Landlord hereby acknowledge that they have not received or relied or could have relied upon any statements or representations or promises or agreements or inducements by either party which are not expressly stipulated herein. The parties execute this Agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein.

35. **WAIVER OF COVENANTS.** Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term, covenant, or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such breach, and Landlord or Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord or Tenant.

36. **MISCELLANEOUS PROVISIONS.**

(a) Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(b) The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind heirs, successors, executors, administrators, and assignees of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease and year first above written.

LANDLORD-TOWN OF REIDVILLE

BY: _____
Josh Simpson, Mayor of Reidville

Date: _____

IN THE PRESENCE OF: Reidville Town Administrator, Christine McKaba, SC Notary

**TENANT:
ARTISAN FRONTIER**

BY: _____

Date: _____

IN THE PRESENCE OF: Reidville Town Administrator, Christine McKaba, SC Notary

I, Christine McKaba, Notary of South Carolina, witnessed the signatures of Landlord, Tenant, and witness.

South Carolina Notary-Commission Expires February 7, 2029

ADDEDUM

30. SPECIAL STIPULATIONS. Insofar as the following stipulation conflict with any of the provisions herein, the following stipulations shall control:

PARAGRAPH 3: Tenant is leasing entire property, there are no common area with any other tenants, therefore Tenant is responsible for the cleaning of the structure that the Tenant is leasing. Any emergency maintenance will be the responsibility of the Landlord. Landlord will determine if the maintenance situation is an emergency. Any and all security will be provided by the Tenant.

The Town of Reidville Council understands and has had a conversation with Artisan Frontier and understands his desire for repairs at 162 Leonard Dr. Tenants agrees to notify in writing to Landlord any repairs to be made that are not listed.

PARAGRAPH 9: Tent will also provide the Town of Reidville a Certificate of Insurance in the amount of one million dollars (\$1,000,000.00) liability coverage.

LANDLORD-TOWN OF REIDVILLE

BY: _____
Josh Simpson, Mayor of Reidville

Date: _____

IN THE PRESENCE OF: Reidville Town Administrator, Christine McKaba, SC Notary

**TENANT:
ARTISAN FRONTIER**

BY: _____
Jacob Montemayor, Artisan Frontier Owner

Date: _____

IN THE PRESENCE OF: Reidville Town Administrator, Christine McKaba, SC Notary

I, Christine McKaba, Notary of South Carolina, witnessed the signatures of Landlord, Tenant, and witness.

South Carolina Notary-Commission Expires February 7, 2029