

**AN ORDINANCE TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF EASLEY, A POLITICAL SUBDIVISION, AND JSCI MAMA MIAS, LLC, A LIMITED LIABILITY CORPORATION, FOR A PORTION OF TAX MAP 5019-10-46-5081**

**WHEREAS**, JSCI Mama Mias, LLC owns property located on Fleetwood Drive and recorded as Tax Map #5019-10-46-5081; and

**WHEREAS**, the City of Easley is interested in leasing +/- 15,000 square feet as outlined in Exhibit B; and

**WHEREAS**, the City of Easley has negotiated lease terms with JSCI Mama Mias, LLC for the property and potential construction of public parking; and

**WHEREAS**, the terms of this lease agreement are outlined with all details, guidelines, and stipulations in the attached Lease Agreement listed at Exhibit A;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, AS FOLLOWS:**

1. The City hereby authorizes the Mayor or the City Administrator to make minor corrections, execute, and deliver such documents as may be necessary or useful to affect the implementation of the Lease Agreement attached to this Ordinance.
2. The Project Agreement, with whatever changes are (a) not materially adverse to the City and (b) approved by the Mayor or the City Administrator (after advice of City's counsel), is approved and is incorporated by reference in this Ordinance as if set forth fully in the Ordinance's body. The Mayor's or City Administrator's execution of the final Lease Agreement shall be conclusive evidence of the City's approval thereof.
3. The Mayor and the City Administrator are, each acting alone or in concert, authorized to take whatever actions and execute and deliver whatever documents (including the Lease Agreement) as either of them deems appropriate to affect this Ordinance's intent.

**THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON SECOND READING.**

**CITY OF EASLEY, SOUTH CAROLINA**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

**EXHIBIT A**

**LEASE AGREEMENT**

**(SEE ATTACHED)**

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4. The term of this Lease shall be for a period of twenty (20) years, beginning on August \_\_, 2019, and terminating on August , 2039. This lease may be renewed or extended only upon mutual agreement of the parties.

5. Upon the construction of any future building, the Lessor shall be able to designate parking as needed for the new building so long as at least the 18 spaces north of the trail access and cross access and closest to Fleetwood remain public in use.

6. The Lessee agrees to request and coordinate the relocation of the utility pole and any potential underground utilities within the footprint of the future development space shown in the exhibit. This coordination will begin once the Lessor brings plans for development for the space and initiates the permitting process with the City.

7. Lessee shall indemnify Lessor for and hold Lessor harmless from any claims, liability, personal injury damages, property damages, or other loss resulting from Lessee's lease of the premises as contemplated herein.

8. This agreement shall be binding as to the heirs, successors, or assigns of the parties herein.

9. The above represents the entire agreement between the parties.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals this \_\_\_\_\_ day of August 2019.

WITNESSED:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSED:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

\_\_\_\_\_  
JSCI MAMA MIAS LLC

LESSEE:

\_\_\_\_\_  
City of Easley  
By its:

**EXHIBIT B**

**PROPOSED LEASED AREA**

**(SEE ATTACHED)**

PROPERTY INFORMATION  
 JSCI MAMA MIAS LLC | 902 WEST MAIN STREET  
 PROJECT NAME  
 DOODLE TRAIL PARKING  
 LOCATION  
 CITY OF EASLEY, SOUTH CAROLINA



DESIGNED: BS  
 REVIEWED: BS  
 DRAWN: BS  
 N/A  
 PROJECT NO. 00000000  
 DATE N/A  
 SCALE 1"=30'-0"  
 FILE N/A

205 North First Avenue  
 Easley, SC 29540  
 p.864.865.7500

2025-01-15 10:00 AM

