

RECEIVED

Mar 27 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Robin B. Stilwell
Case No. 2019-CP-23-06187
Appellate Case No. 2022-001072

Taylors Mill Events, LLC d/b/a Southern Bleachery and Lawrence Black,

Appellants,

v.

Taylors Mill Development, LLC f/k/a Taylors Mill Development, LLP,

Respondent.

RECORD ON APPEAL

Elizabeth H. Black, Esq.
Haynsworth Sinkler Boyd, PA
1201 Main Street
Suite 2200
Columbia, SC 29201
(803) 779-3080 Telephone
(803) 765-1243 Facsimile
*Attorney for Appellants Taylors Mill
Events, LLC d/b/a Southern Bleachery
and Lawrence Black*

M. Kevin McCarrell, Esq.
Sarah M. Traynor, Esq.
Fox Rothschild LLP
2 W. Washington Street, Suite 1100
Greenville, SC 29601
(864) 751-7720 Telephone
(864) 751-7800 Facsimile
*Attorneys for Respondent Taylors Mill
Development, LLC f/k/a Taylors Mill
Development, LLP*

**RECORD ON APPEAL
INDEX**

ORDERS

Page

Order (July 5, 2022)	1

PLEADINGS

Complaint (October 23, 2019)	4

Answer and Counterclaim (March 10, 2020)	22

Reply to Counterclaim (April 8, 2020)	31

TRANSCRIPTS

Trial Transcript Pages (June 13-15, 2022) 10, 11, 12, 13, 14, 15, 16, 17, 18, 49, 53, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 76, 89, 93, 94, 95, 96, 97, 98, 100, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 115, 116, 117, 118, 119, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 144, 152, 153, 154, 160, 161, 166, 171, 172, 173, 178, 179, 180, 200, 201, 207, 208, 212, 214, 215, 216, 217, 221, 223, 224, 226, 227, 228, 231, 232, 234, 235, 248, 256, 257, 258, 260, 261, 262, 263, 264, 265, 266, 268, 273, 274, 275, 276, 277, 278, 279, 281, 282, 283, 284, 285, 286, 291, 339, 340, 346, 347, 348, 350, 353, 354, 355, 356, 357, 358, 359, 360, 378, 379, 381, 382, 388, 392, 399, 400, 401, 404, 406, 489, 490, 491, 492, 493, 494, 496, 497, 501, 502, 504, 505, 506, 507, 509, 510, 511, 512, 513, 514, 517, 518, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 535, 536, 537, 538, 548, 549, 550, 551, 552, 553, 554, 555, 562, 563, 564, 568, 569, 571, 572, 573, 574, 575, 576, 577, 578, 583, 586, 587, 588, 589, 590, 595, 596, 598, 599, 600, 601, 602, 603, 604, 610, 611.....	34

EXHIBITS

Plaintiffs' (Appellants') Trial Exhibit 5.....	255

Plaintiffs' (Appellants') Trial Exhibit 6.....	264

Plaintiffs' (Appellants') Trial Exhibit 8.....	267

Plaintiffs' (Appellants') Trial Exhibit 9.....	270

Plaintiffs' (Appellants') Trial Exhibit 17.....	274

Plaintiffs' (Appellants') Trial Exhibit 18.....	278

Plaintiffs' (Appellants') Trial Exhibit 19.....	280
Plaintiffs' (Appellants') Trial Exhibit 20.....	283
Plaintiffs' (Appellants') Trial Exhibit 21.....	288
Plaintiffs' (Appellants') Trial Exhibit 22.....	291
Plaintiffs' (Appellants') Trial Exhibit 25.....	303
Plaintiffs' (Appellants') Trial Exhibit 28.....	305
Plaintiffs' (Appellants') Trial Exhibit 31.....	316
Plaintiffs' (Appellants') Trial Exhibit 32.....	320
Plaintiffs' (Appellants') Trial Exhibit 34.....	326
Plaintiffs' (Appellants') Trial Exhibit 35.....	328
Plaintiffs' (Appellants') Trial Exhibit 36.....	332
Plaintiffs' (Appellants') Trial Exhibit 38.....	337
Plaintiffs' (Appellants') Trial Exhibit 39.....	357
Plaintiffs' (Appellants') Trial Exhibit 40.....	368
Plaintiffs' (Appellants') Trial Exhibit 41.....	372
Plaintiffs' (Appellants') Trial Exhibit 44.....	377
Plaintiffs' (Appellants') Trial Exhibit 45.....	382
Plaintiffs' (Appellants') Trial Exhibit 49.....	384
Defendant's (Respondent's) Trial Exhibit 4.....	386
Defendant's (Respondent's) Trial Exhibit 5.....	391
Defendant's (Respondent's) Trial Exhibit 6.....	399
Defendant's (Respondent's) Trial Exhibit 7.....	402
Defendant's (Respondent's) Trial Exhibit 15.....	405

Defendant’s (Respondent’s) Trial Exhibit 17	408
Defendant’s (Respondent’s) Trial Exhibit 22	425
Defendant’s (Respondent’s) Trial Exhibit 23	426
Defendant’s (Respondent’s) Trial Exhibit 25	437
Defendant’s (Respondent’s) Trial Exhibit 26	443
 <u>CERTIFICATE BY APPELLANT</u>	
Certificate by Appellant.....	454

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP2306187

Taylors Mill Events LLC et al
 PLAINTIFF(S)

Taylors Mill Development LLC et al
 DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

See below.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/05/2022 .

Sarah M Traynor for Taylors Mill Development LLC, Taylors Mill Development LLP

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

This matter came before the Court for a non-jury trial that took place from June 13, 2022, to June 15, 2022. Appearing before the Court were Plaintiffs Taylors Mill Events, LLC d/b/a Southern Bleachery and Lawrence Black ("Plaintiffs"), Plaintiffs' counsel, Elizabeth Black and Mary Eldridge, Defendant Taylors Mill Development, LLC f/k/a Taylors Mill Development, LLP, and Defense counsel, Kevin McCarrell and Sarah Traynor. At the call of the case, the parties announced that they had reached a settlement as to certain causes of action. The same was read into the record and was made an Order of the court. The remaining issues before the Court were Breach of the Lease and the initial pre-trial issue of Plaintiff's, Taylors Mill Events, LLC, standing to bring suit. The Court heard argument and received testimony over three days. The following are the findings of fact and ruling of law.

Standing

The Defendant argues that Taylors Mill Events, LLC, (TME) is not a party to the contract and therefore lacks standing to enforce the terms thereof. (Reference to Defendant's Briefs are craved for the specifics of said argument.) The Plaintiff claims that although Taylors Mill Events, LLC, is not a named party to the contract, the Parties recognized it as a Third party Beneficiary or otherwise ratified TME as a party. (Again, reference to Plaintiffs' Briefs are craved for the specifics of said argument.) The Court elected to take the matter under advisement and decide upon the issue on the merits subsequent to a full evidentiary hearing. The Court received into evidence and reviewed a substantial amount of evidence regarding this issue.

The case of *Lincoln v. Aetna Cas. & Sur. Co.*, 300 S.C. 188, 386 S.E.2d 801 (Ct.App.1989), sets forth the three essential elements necessary to prove ratification. They are: (1) acceptance by the principal of the benefits of the agent's acts; (2) full knowledge of the facts; and (3) circumstances or an affirmative election indicating an intention to adopt the unauthorized arrangements. *Id.* 386 S.E.2d at 803. The evidence clearly shows that these three elements were met by the TME in this case and that Defendant had full knowledge of TME's relationship to the named party in the contract.

Further, the ongoing obligation for percentage payments required under Schedule 1 of the contract were specifically paid by TME and accepted by Defendant. It would indeed be a dubious assertion if TME claimed that it did not owe those monies because it was not a named party to the contract. That would have been a cynical scheme to avoid contractual obligations to which the Defendant would have taken great exception. This is an instance where the Defendant is attempting to "have its cake and eat it too."

Therefore, the Defendant's motion to dismiss Taylors Mill Events, LLC for lack of standing is respectfully denied.

Breach of Contract

The Plaintiffs claim that the Defendant Breached the Contract by violating the Article 19, Quiet Enjoyment, provision of the lease. Specifically, Plaintiffs complain that Defendants, without good cause and in bad faith, issued a Stop Work order shutting down Phase II construction projects that had been agreed upon by the Parties. Plaintiffs claim that damages flowed therefrom. Defendants deny that the Parties ever had a binding agreement with respect to Phase II construction and issued the Stop Work order because the required approvals under Article 28 of the lease had not been granted.

The dispositive question in this case is whether there was ever an agreement or meeting of the minds regarding the Phase II construction. The Plaintiff has the burden of proving that there was an agreement by a preponderance of the evidence. The undersigned finds that Plaintiffs have failed to meet this burden of proof.

The Court received a substantial amount of evidence on this issue. Email exchanges, text transmissions, documents, and testimony regarding this issue were offered by both Parties and accepted into evidence. A review of this evidence, in the aggregate, demonstrates that the Parties never reached a meeting of the minds regarding the nature, the scope, or the specifics of Phase II construction. There was a general understanding of what the Parties, respectively, wanted to accomplish in Phase II construction. However, this generalized understanding never matured into a firm agreement or meeting of the minds. The Plaintiffs submitted proposed plans, permits, and drawings. In response, the Defendant clearly articulated remaining questions and concerns regarding the proposed construction. These questions and concerns were never resolved, and the Defendant issued the Stop Work order when it learned of the commencement of construction. The Plaintiff contends that Defendants' exceptions were pretextual, offered in bad faith, and only concerned adjacent property. The Court recognizes that both Parties had business issues beyond the scope of the subject lease and routinely discussed the same as part of attempts to resolve ongoing concerns. This, however, does not support claims of nefarious conduct or bad faith. In any event, it is clear that a mutual understanding and agreement was never reached regarding the Phase II construction.

Conclusion

The Parties to this suit are clearly honest and hard-working business people. There is no "bad guy", and the Court finds the testimony of the witnesses to be credible and offered in good faith. This is simply a case of two parties, or business entities, failing to communicate clearly, carefully, and deliberately. Interpersonal tensions then exacerbated faltering communications and led to an otherwise avoidable dispute.

The Court, therefore, finds as follows:

- 1) The evidence fails to establish by a preponderance of the evidence that the Defendants breached the subject lease.

IT IS SO ORDERED.

Robin B. Stilwell
Judge, Thirteenth Judicial Circuit

July 5, 2022

Greenville, South Carolina



Greenville Common Pleas

Case Caption: Taylors Mill Events LLC , plaintiff, et al vs. Taylors Mill Development LLC , defendant, et al
Case Number: 2019CP2306187
Type: Order/Electronic Form 4

So Ordered

s/ Robin B. Stilwell 2158

Electronically signed on 2022-07-05 14:38:27 page 3 of 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Taylors Mill Events, LLC d/b/a Southern
Bleachery and Lawrence Black,

Plaintiffs,

v.

Taylors Mill Development, LLC f/k/a
Taylors Mill Development, LLP

Defendant.

Case No. 2019-CP-_____

**COMPLAINT
(Jury Trial Requested)**

Plaintiffs Taylors Mill Events, LLC d/b/a Southern Bleachery (“TME/SB”) and Lawrence Black (“Black”) (jointly, “Plaintiffs”), complaining of Defendant Taylors Mill Development, LLC f/k/a Taylors Mill Development, LLP (“TMD”), would respectfully allege and show unto this Court as follows:

Parties and Jurisdiction

1. TME/SB is a South Carolina limited liability company with its principal place of business in Greenville County, South Carolina.
2. Black is a citizen and resident of Greenville County, South Carolina.
3. TMD is, upon information and belief, a limited liability company organized and existing pursuant to the laws of the State of South Carolina. TMD has its principal place of business in Greenville County.
4. The parties hereto, and the subject matter hereof, are within the jurisdiction of this Court, and venue is proper in this Court.

Facts

5. On or about June 1, 2015, Black and TMD entered into and executed a lease agreement (the “Lease”), whereby TMD agreed to lease to Black 16,000 sq. ft. of premises located at 250 Mill Street, Suite 2-A,¹ in Taylors, Greenville County, South Carolina (the “Premises”). The Premises is located within the area commonly known as Taylors Mill. TMD currently serves as landlord for more than 75 tenants at Taylors Mill, including Black and TME/SB, which is, by contract, the sole and exclusive event space operated at the Premises. A copy of the Lease is attached hereto as **Exhibit A**.

6. The terms of the Lease provide, in pertinent part, that:

- The Premises is to be used “for the purpose of operating an event space, restaurant and bar, and any customary and accessory uses thereto, **and no other.**” (Lease ¶ 4, at p.1 (emphasis added).)
- That Black is guaranteed “exclusive use” of the right to operate events in the Taylors Mill Development, and that “neither [TMD] nor any affiliate of [TMD] will lease any space in the property known as the Taylors Mill, to any other tenant or other occupant for use as event space.” (Lease ¶ 29, p.5.)
- That TMD granted Black the right to “have, hold and enjoy the premises, without hindrance by the lessor or lessor’s agent.” (Lease ¶ 19, p.4.)

7. Since the Lease was signed, TME/SB has operated as the event space on the Premises at Taylors Mill. It hosts, on average, six events per month, and approximately 75 per year. Events held at TME/SB include markets, weddings, corporate events, and fundraisers. TME/SB’s investment and business model is premised on its ability to market its space as the location for clients to offer the Taylors Mill experience without competition from other event spaces or areas used as event spaces at Taylors Mill, its ability to control and manage the client’s event experience, and Taylors Mill’s status as an attractive and unique venue with a compelling backdrop for events.

¹ TMD has since updated the suite numbers, and TME/SB’s current suite number is PW-2101.

8. In 2016, Black invested over \$500,000 in improvements to the Premises, including \$60,000 for certain critical improvements to areas outside the Premises. Plaintiffs made these critical improvements because TMD could not timely make such improvements. TMD has never reimbursed Black/TME/SB for those expenditures. Such improvements included ADA parking spaces, signage, painting, and grading; sidewalk cuts, curbs, paving, and mulching; exterior window and door repair; and fire and safety systems design, installation, programming, and integration.

9. Plaintiffs further made improvements to a loading zone and the required stairway railings and bollards for the stairs leading from the loading zone to the TME/SB landing and front entrance.

10. In order to conduct its event space business, which requires regular deliveries from caterers, vendors, furniture and supply rental entities, and others, TME/SB is required to have ongoing and unblocked access to the loading zone. As a result, non-TME/SB vehicles cannot park in the loading zone.

11. Since 2016, TMD has repeatedly acknowledged in writing TME/SB's rights to the loading zone and to the improvements Black/TME/SB made to the exclusion of non-TME/SB vehicles.

12. Despite the course of dealing and course of performance established by TMD and despite the fact that TME/SB has used the loading zone to the exclusion of non-TME/SB vehicles as the needs of its business require since 2015, on or about March 16, 2019, TMD reversed course and informed TME/SB that the loading zone could not be used solely for TME/SB vehicles, and that TMD intended to stripe the loading zone spaces so that other vehicles could use the spaces for general parking.

13. Shortly thereafter, TMD repainted the entire loading zone, creating three parking spaces where the loading zone was once located, and removed the “Loading Zone” description from the space. The three newly created parking spaces were in violation of applicable Greenville County ordinances.

14. In addition, TMD and its employees began to affirmatively park in the spaces even when other parking was readily available, in tremendous hindrance to TME/SB’s event space business.

15. In April and May 2019, TMD consented to Southern Bleachery “coning off” the loading zone for scheduled events, but that short-term allowance was and is unsustainable in the long term.

16. In June 2019, and apparently in response to Plaintiffs’ notification that TMD’s recent actions were in violation of applicable Greenville County ordinances, TMD painted diagonal lines across the middle of the three newly created parking spaces. However, the adjacent two spaces are still allocated as parking spaces.

17. Due to the size of many of the delivery vehicles that make deliveries to TME/SB—which often occur at overlapping times in preparation for or breakdown following an event—one standard parking space is insufficient. In addition, this area serves as the building’s entrance and exits, and is where wedding guests gather for the bride and groom send-offs. One standard parking space is insufficient for these uses, as well. TME/SB’s business needs require the full space of the previous loading zone, which TME/SB originally paid for and TMD affirmed for several years.

18. TME/SB has multiple events scheduled over the next several months, for which it will need full, unencumbered access to the entire loading zone area rather than just one parking space.

19. TMD's near-elimination of the loading zone and allowance of parking immediately outside of TME/SB's doors inhibits TME/SB's ability to present itself as a desirable event space, impairs its relationship with its vendors, clients, and other Taylors Mill tenants, and damages the impression that potential clients and vendors have of TME/SB.

20. Further, TMD's near-elimination of the loading zone and allowance of parking immediately outside of TME/SB's doors impairs Black's right to use the Premises "without hindrance" by TMD.

21. TMD has failed to honor Black's exclusive right to operate an event space in Taylors Mill and has affirmatively allowed other tenants to host events, such as fundraisers, festivals, and political rallies. These events not only violate the Lease's exclusivity clause, but often directly and logistically overlap with events hosted by TME/SB.

22. Such violations of the exclusivity clause include, but are not limited to, the following events:

- Allowing the tenant 13 Stripes Brewery ("13 Stripes") to provide the event space for and host an Oktoberfest event at the same time that TME/SB was hosting a wedding on August 3, 2018.
- Allowing 13 Stripes to provide the event space for fundraisers for various non-profit organizations on February 28, 2019, May 23, 2019, and June 6, 2019.
- Allowing 13 Stripes to provide the event space for a fundraiser for a local high school on April 4, 2018, and on May 18, 2019.
- Allowing 13 Stripes to continually provide the event space for a Hymns & Hops event on June 10, 2018, October 21, 2018, February 24, 2019, June 9, 2019, and July 28, 2019.
- Allowing 13 Stripes to provide the event space for an event for a Congressional candidate on May 19, 2018.
- Allowing 13 Stripes to provide the event space for a cookout and rally event for a gubernatorial candidate on the evening of November 3, 2018, at the same time that TME/SB was hosting a wedding.

- Allowing 13 Stripes to provide the event space for and host the Taylors Made Festival event on May 26, 2019.
- Allowing 13 Stripes to provide the event space for and host the Euro Auto Festival Cars, Beer and More event on August 15, 2019.
- Allowing 13 Stripes to provide the events space for and host an Oktokerfest event (and close down a portion of the parking lot) at the same time that TME/SB was hosting a wedding on October 5, 2019.

23. TMD has allowed 13 Stripes to solicit sponsorships for its above “events” and has further allowed 13 Stripes to target vendors who have, in the past, been paying customers for TME/SB.

24. In prior years, such events and markets were considered by TMD to be “events” at Taylors Mill that were booked, hosted, and promoted as events at TME/SB.

25. Rather than fulfill its duties as a landlord and inform 13 Stripes that Black and TME/SB had the exclusive right to host events at Taylors Mill, TMD relied on Black to communicate with 13 Stripes about the exclusive use provision of the Lease.

26. In certain cases, TMD pressured Black and TME/SB to allow events held elsewhere at Taylors Mill and in violation of the Lease’s exclusivity provision to move forward, despite the fact that the events were in clear violation of the Lease.

27. In many of these cases, TMD also violated the exclusivity clause by holding itself out as an event space and charging the above-mentioned tenants rental fees for the common areas they used to host their events.

28. Additionally, TMD’s decisions to grant permission for tenants to block parking spots for events after denying TME/SB permission to block parking spots for events, post rental fees for common areas, and post a form on the online tenant portal requesting special permission for events encouraged other tenants to disregard TME/SB’s exclusivity clause and continue planning and applying for events that hinder access and parking for potential TME/SB clients.

29. TMD's decision to allow non-TME/SB events to take place at the Taylors Mill Development property and hold itself out as an event space has consistently undermined TME/SB's ability to present the Taylors Mill event experience in a consistent manner that is critical for any service-related business.

30. TMD further allows events to take place without the organizational infrastructure and investments that ensure a consistent and controlled event experience. For example, at a high school fundraiser held at 13 Stripes in 2018 and again in 2019, children were allowed to roam freely in restricted areas and were climbing on dangerous structures.

31. TME/SB has invested significant resources in building the event space and the Taylors Mill Events brand at Taylors Mill in reliance on the Lease, and TMD's recent actions of allowing irresponsible hosts to hold events at Taylors Mill and use common spaces for these events have permitted and encouraged the erosion of TME/SB's brand.

32. TMD's actions have caused TME/SB to divert staff time and resources to safeguard non-TME/SB events, troubleshoot overlapping events, and defend its Lease with TMD and other tenants.

33. Due to repeated violations of the Lease and mounting confusion and tension between tenants, TME/SB requested an updated events policy and enforcement from TMD on July 18, 2018, and worked with TMD to develop the policy. Following completion of the language in August 2018, TMD declined to implement the policy unless TME/SB amended the Lease, eliminating the exclusivity language.

34. Following TME/SB's refusal to sign a new lease eliminating its exclusivity language, TMD stopped enforcing previously posted event policies and those regarding tenant

notification of proposed parking lot closures and other items with regard to the above non-TME/SB events.

35. TMD's persistent breaches of the exclusivity provision in the Lease are actively undermining TME/SB's core business model.

36. Indeed, TME/SB has lost business in 2019 due to TMD's actions. For example, bookings dropped 55% in the month of February 2019 and were down 57% in March 2019 compared to the same months during 2018.

37. Finally, TMD has wrongfully withheld approval on certain "Phase 2" construction plans proposed by TME/SB.

38. In Spring 2018, Black emailed plans for improvements to the Premises to TMD's representatives. These plans included improvements to air conditioning units, lighting, and plumbing in the Premises, all of which are critical for TME/SB's continued use of the Premises as an event space.

39. In July 2018, and in keeping with the course of dealing among the parties, TMD emailed TME/SB regarding concerns with the Phase 2 construction plans, which were ultimately addressed in the plans themselves. In addition, the plans were approved by Greenville County.

40. Despite the fact that all of TMD's concerns were addressed and Greenville County had approved the plans, TMD informed Black in February 2019 that TME/SB could not make any improvements or repairs to the Premises.

41. TME/SB has numerous events scheduled for the near future. Accordingly, the ability to make improvements and repairs to the Premises is critical to TME/SB's ability to operate its event space business.

FIRST CAUSE OF ACTION
(Breach of Contract)

42. Plaintiffs incorporate by reference all previous allegations of the Complaint as if fully set forth herein.

43. The Lease constitutes a valid, binding, and enforceable contract.

44. For the reasons set forth above, as well as others that may later be identified, TMD has breached that contract by:

- Restricting TME/SB's access to the loading zone, thereby preventing Black from full use of the Premises as an event space;
- Allowing other tenants to host events in violation of the Lease, and thereby violating Black's right for the Premises to serve as the exclusive event space in Taylors Mill; and
- Failing and refusing to approve Phase 2 improvements or allow Black to make repairs or modifications to the Premises.

45. As a result of these breaches of contract, Plaintiffs have been damaged and prevented from utilizing the Premises as an exclusive event space without hindrance from TMD.

46. Plaintiffs are therefore entitled to an award of damages for TMD's breach of contract, pursuant to the terms of the Lease, as well as any applicable pre-judgment interest.

SECOND CAUSE OF ACTION
(Declaratory Judgment Pursuant to S.C. Code Ann. § 15-53-10, *et seq.*)

47. Plaintiffs incorporate by reference all previous allegations of the Complaint as if fully set forth herein

48. Pursuant to S.C. Code Ann. § 15-53-10, *et seq.*, the circuit courts of the State of South Carolina have the authority to declare the legal rights of the Parties.

49. As set forth more fully above, Plaintiffs hereby seek a declaration from this Court regarding Plaintiffs' rights pursuant to the Lease between Plaintiffs and TMD, and for such other rights as may be implicated by this action.

50. Plaintiffs expressly request this declaration and for all such relief as Plaintiffs may be entitled pursuant to statutory law, as contemplated by S.C. Code Ann. § 15-53-120, and the common law.

WHEREFORE, having fully complained of TMD herein, Plaintiffs request that this Court: (1) grant judgment in their favor against TMD in the form of appropriate monetary damages in an amount to be determined, including any applicable pre-judgment interest; (2) issue a declaration regarding Plaintiffs' rights pursuant to the Lease between Plaintiffs and TMD; and (3) such other and further relief as this Court deems just and proper.

HAYNSWORTH SINKLER BOYD, P.A.

By: s/Elizabeth H. Black
 Elizabeth H. Black, SC Bar No. 76067
 Mary Cothonneau Eldridge, SC Bar No. 102698
 Post Office Box 11889
 Columbia, South Carolina 29211-1889
 (803) 779-3080
ebblack@hsblawfirm.com
meldridge@hsblawfirm.com

*Attorneys for Plaintiffs Taylors Mill Events, LLC
 d/b/a Southern Bleachery and Lawrence Black*

Columbia, South Carolina
 October 23, 2019

Exhibit A

Taylors Mill Development, LLP
250 Mill St. Suite 1
Taylors, SC 29687

State of South Carolina)
Count of Greenville)

LEASE

This agreement is made the 1st day of June, 2015 between **Taylors Mill Development, LLP** (hereinafter called "lessor") and **Lawrence Black** (hereinafter called "lessee").

1. PREMISES

Lessor agrees to lease to lessee and lessee agrees to lease 16,000 square feet of premises situated in the county of Greenville and state of South Carolina, (hereinafter called the "premises"), and more specifically described as follows:

250 Mill St.
Suite 2-A
Taylors SC 29687
16,000 square feet

Together with the right to have guests of lessee attending events on the premises use parking spaces, where available, on the property known as the Taylors Mill.

2. TERM

For a term of 5 year(s), beginning on the 1st day of June, 2015.

3. RENTAL

See Schedule 1

4. USE

Premises shall be used for the purpose of operating an event space, restaurant and bar, and any customary and accessory uses thereto, and no other. Lessee agrees not to use premises for any illegal purposes or to violate any regulation or any governmental body or to create any nuisance or trespass to others.

5. ADDITIONAL TAXES

The lessor shall pay all real estate taxes, which may be levied or assessed by any lawful authority against the property.

6. INSURANCE

Lessee shall carry at it's own expense and pay all premiums for insurance to cover its personal property, trade fixtures

1

Lessor CL. Lessee LB

and merchandise stored on the leased premises. Lessee will also carry and keep in force a policy of comprehensive public liability insurance, including property damage, with respect to the leased premises. This policy shall provide at least the following limits: bodily injury \$1,000,000 each person, \$1,000,000 each occurrence, and property damage \$500,000 each occurrence. Lessee shall, upon demand, deliver to the lessor from time to time a certificate or other evidence that this public liability insurance coverage is being maintained by the lessee.

7. SUBLETTING AND ASSIGNMENT

It is understood and agreed that if lessee does assign or or sublet (only after having received written permission from the lessor) all or any portion of the leased premises, lessee, nevertheless, shall remain responsible to lessor under all terms and conditions of this lease including, among other responsibilities and without limiting such responsibilities, the obligation to pay to the lessor the difference between rent due under the terms of this lease and any lesser amount due under the provisions of any sub-lease or assignment.

8. EXAMINATION OF PREMISES

Lessee agrees that it has examined and is familiar with the condition of the premises and will accept the premises in its present state of condition and repair unless otherwise agreed upon in this lease.

9. REPAIRS BY LESSEE

The lessee agrees to keep and maintain the premises as its sole expense in a good state of condition and repair. The lessee agrees to return the premises at the end of the lease term in at least as good condition at premises were when first leased, normal wear and tear excepted. If lessee desires to maintain ownership of any fixtures, furniture and/or equipment the lessee has installed, written permission from the lessor must be submitted to approve these items.

10. PERSONAL PROPERTY

All personal property moved into the premises by the lessee shall be at the risk of the lessee or owners of the personal property. The lessee agrees that the lessor shall not be liable for any damage, loss, or theft of personal property from any cause.

11. TRASH REMOVAL

The lessee agrees to keep the entire premises clean at all times.

**12. RIGHT TO
TERMINATE**

Lessor may elect, upon a default, to terminate this lease agreement after providing lessee with notice of such default, and providing lessee the opportunity to cure such default within thirty (30) days of receipt of such notice. In such event, this lease shall be regarded as cancelled as of the date the lessor serves notice of lessor's election to terminate to lessee. Lessee shall remain liable to lessor for all rentals, charges, and payments accrued to the time of such termination. The lessee's right to terminate this lease is in addition to and not in lieu of any other rights of causes of action that lessor may have against the lessee because of a default by the lessee. If lessor does not elect to terminate the lease as above provided, then lessor shall utilize and pursue such other rights as it may have against the lessee under the other terms of this lease and the laws of the United States or the city, county, and state in which the leased premises are located.

**13. DAMAGE TO
LEASED
PROPERTY**

The lessee agrees not to claim any compensation from the lessor or the lessor's insurance company because of any inconvenience, annoyance or business interruption arising from the damage, repair, rebuilding, or alteration of any portion of the leased premises.

**14. GOVERNMENTAL
ORDERS**

The lessee, at its sole expense, agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities as may apply to the business conducted by the lessee on the premises.

**15. RIGHT TO
MORTGAGE
OR LEASE**

The lessee agrees that its rights are subordinate and subject to any bonafide mortgage which now covers the premises or to any bonafide mortgage which may be placed on the premises any time in the future by the lessor and will sign any lease subordination agreement or estoppel agreement at the lessor's request.

**16. WAIVER OF
RIGHTS**

The lessee agrees that no waiver of any conditions of this lease by the lessor whether implied or in writing shall constitute any further waiver by the lessor of any other condition of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

17. ZONING

It is agreed that the use of the leased premises is subject to any applicable zoning ordinances or regulations and set back lines of any governmental authority.

18. NOTICES

It is agreed that all notices regarding this lease shall be sent by certified or registered mail to:

(a) Notice to Lessor: Taylors Mill Development, LLP
250 Mill St. Suite 1
Taylors, SC 29687

(b) Notice to Lessee: 11119th St. N
Apt 3004
Arlington, VA 22209

19. QUIET ENJOYMENT

Subject to the conditions of this lease, the lessor agrees that the lessee may peaceably have, hold and enjoy the premises, without hindrance by the lessor or lessor's agent.

20. WRITTEN AGREEMENT

This lease contained the entire agreement between the parties may be modified only by an agreement in writing signed by lessor and lessee.

21. CAPTIONS

The marginal captions contained here are for convenience and reference only and are not a part of the lease or to be construed as in any manner limiting or amplifying the terms and provisions of this lease.

22. HEIRS AND ASSIGNS

This lease shall bind and have affect to the benefit of the parties named and their respective heirs and executors.

23. OPTIONS

Lessee shall have one (1) option to renew this lease for five (5) years. The rent due during the option period will be as set forth on Schedule 1.

24. ADDITIONAL PROVISIONS

It is understood that the lessee will have new electrical service installed at lessee's expense, and that lessee will be responsible for electric power service used in the space.
If the lessee uses space outside the designated area of rent, lessor reserves the right to charge rent on additional space used.

- 25. HOLD OVER TENANT** If the lessee holds over and continues in possession at the conclusion of the lease term, or any extension of the term, without any written agreement as to such possession, lessor shall agree to such possession by acceptance of additional monthly payments and lessee shall be considered a lessee from month to month at a rental amount equal to last payment made under the terms of the written lease and shall be subject to all other terms and conditions of this lease. Such tenancy may be terminated by either party upon giving of thirty (30) days notice in writing to the other party.
- 26. DEAD STORAGE** Lessor reserves the right to charge for electrical service if use becomes more than "dead storage".
- 27. SAVING CLAUSE** In the event any provision of this lease is declared or determined to be invalid under the laws governing this lease, the remaining terms and conditions shall remain in full force and effect and shall be binding on the parties hereto.
- 28. LEASEHOLD IMPROVEMENTS** Lessor and Lessee acknowledge and agree that certain improvements will be required to be made to the premises in order to make the premises suitable for occupancy and use by Lessee. All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof.
- 29. EXCLUSIVE USE** Lessor represents, warrants, and covenants that from and after the Effective Date of this lease, neither lessor nor any affiliate of the lessor will lease any space in the property known as the Taylors Mill, to any other tenant or other occupant for use as event space.

IN WITNESS WHEREOF, the parties named herein have set the hands and seals the year and day first above written.

Lessor: Taylors Mill Development, LLP

Signature: Caleb Lewis

Name: Caleb Lewis

Date: 7/22/15

Witness: _____

Lessee: Lawrence Black

Signature: Lawrence Black

Name: Lawrence Black

Date: 7-22-15

Witness: _____

Note: This is a legally binding contract. If not completely understood, we recommend you seek competent advice from your attorney.

Schedule 1

Commencing on June 1, 2015, and ending on May 31, 2017, lessee shall pay to lessor \$1,900 per month, due in advance of the first day of each month. Concurrently with the execution of this lease, lessee has delivered to lessor \$1,900 as rent for the first month of the lease.

Commencing on June 1, 2017, rent shall be \$1,500 per month, due in advance of the first day of each month. Additionally, lessee shall pay ten percent (10%) of the lessee's gross profit, generated from event space rental only and not from food sales, equipment rental or any other source of revenue, due in arrears of the first day of each month. Lessor will have the right to see any/all schedules and payments for the rental events.

In the event lessee exercises the option specified in Section 23 of the Lease, rent shall be \$1,900 per month, due in advance of the first day of each month, starting on the first day of the renewal term. Additionally, at the end of each month, lessee shall pay to lessor an amount equal to ten percent (10%) of lessee's gross rental profit generated from its events space rental for the calendar month.

All amounts due under this Lease shall be delivered to the address lessor provided in Section 18 of the Lease. A late charge of eighteen percent (18%) will be applied if rent is not received by the tenth (10th) of each month.

A deposit in the amount of \$1,900 has been paid for this rental of the space.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. NO. 2019-CP-23-06187
	)	
Taylors Mill Events, LLC d/b/a Southern Bleachery and Lawrence Black,	)	
	)	
Plaintiffs,	)	ANSWER AND COUNTERCLAIM OF
	)	TAYLORS MILL DEVELOPMENT, LLC
-vs-	)	
	)	
Taylors Mill Development, LLC f/k/a	)	
Taylors Mill Development, LLP,	)	
	)	
Defendant.	)	

Defendant Taylors Mill Development, LLC f/k/a Taylors Mill Development, LLP (“TMD”) hereby submits its Answer and Counterclaim to the Complaint (the “Complaint”) of Plaintiffs (i) Taylors Mill Events, LLC d/b/a Southern Bleachery (“TME”) and (ii) Lawrence Black (“Black”). Every allegation not specifically admitted in this Answer is expressly denied.

FOR A FIRST DEFENSE

1. Upon information and belief, TMD admits the allegations of Paragraph 1.
2. Upon information and belief, TMD admits the allegations of Paragraph 2.
3. TMD admits the allegations of Paragraph 3.
4. As to the allegations of Paragraph 4, TMD admits that, based on the allegations set forth by Plaintiffs in their Complaint, jurisdiction and venue are proper in this Court. TMD denies the allegations of Paragraph 4 to the extent that such allegations state or imply that TMD is liable or responsible to Plaintiffs in any manner.
5. As to the allegations of Paragraph 5, TMD admits that Black and TMD entered into and executed the stated lease agreement (the “Lease”). TMD further alleges that the terms of the Lease speak for themselves and TMD denies any allegations in Paragraph 5 inconsistent

with the terms thereof. TMD admits that there are many tenants at the Taylors Mill, including Black, but denies that TME/SB is a tenant. TMD admits that no other tenants, besides Black, within Taylors Mill operate as an event space. The remaining allegations of Paragraph 5 are denied.

6. As to the allegations of Paragraph 6, including all subparts, the terms of the Lease speak for themselves and TMD denies any allegations in Paragraph 6 inconsistent with the terms thereof.

7. TMD is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7, and therefore denies the same and demands strict proof thereof.

8. TMD is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 8, and therefore denies the same and demands strict proof thereof. TMD specifically denies that it had any obligation to reimburse Plaintiffs for any expenditures.

9. TMD is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9, and therefore denies the same and demands strict proof thereof.

10. TMD denies the allegations of Paragraph 10.

11. TMD denies the allegations of Paragraph 11.

12. As to the allegations of Paragraph 12, TMD admits that on or around March 16, 2019 it stated its intention to paint and mark the Taylors Mill parking lot in a manner consistent with the fact that no Taylors Mill tenants, including Black, are entitled to exclusive parking rights. TMD denies the remaining allegations of Paragraph 12.

13. As to the allegations of Paragraph 13, TMD admits that in or around March 2019 it painted and marked the Taylors Mill parking lot in a manner consistent with the fact that no Taylors Mill tenants, including Black, are entitled to exclusive parking rights and in a manner consistent with the final development plan approved by Greenville County. TMD denies the remaining allegations of Paragraph 13.

14. As to the allegations of paragraph 14, TMD admits that its employees have utilized any and all legal and available parking spaces. The remaining allegations of paragraph 14 are denied, including any allegation that TMD employees were attempting to hinder any tenant's business.

15. As to the allegations of Paragraph 15, TMD admits that it agreed to temporarily allow a "coning off" procedure for scheduled events. TMD denies the remaining allegations of Paragraph 15.

16. As to the allegations of Paragraph 16, TMD admits that in or around June 2019 it painted and marked the Taylors Mill parking lot in a manner consistent with the fact that no Taylors Mill tenants, including Black, are entitled to exclusive parking rights and in a manner consistent with the final development plan approved by Greenville County. TMD denies the remaining allegations of Paragraph 16.

17. TMD denies the allegations of Paragraph 17. TMD specifically asserts that it has never granted exclusive parking rights to any tenant of the Taylors Mill, and denies that either of the Plaintiffs ever paid TMD for any such exclusive parking rights.

18. TMD denies the allegations of Paragraph 18.

19. TMD denies the allegations of Paragraph 19.

20. TMD denies the allegations of Paragraph 20.

21. TMD denies the allegations of Paragraph 21.

22. TMD denies the allegations of Paragraph 22, including all subparts.

23. TMD denies the allegations of Paragraph 23.

24. TMD denies the allegations of Paragraph 24.

25. TMD denies the allegations of Paragraph 25.

26. TMD denies the allegations of Paragraph 26.

27. TMD denies the allegations of Paragraph 27.

28. TMD denies the allegations of Paragraph 28.

29. TMD denies the allegations of Paragraph 29.

30. TMD denies the allegations of Paragraph 30.

31. TMD denies the allegations of Paragraph 31.

32. TMD denies the allegations of Paragraph 32.

33. As to the allegations of Paragraph 33, TMD admits that it unsuccessfully attempted to reach a settlement compromise with Black. TMD denies the remaining allegations of Paragraph 33.

34. TMD denies the allegations of Paragraph 34.

35. TMD denies the allegations of Paragraph 35.

36. TMD is without knowledge or information sufficient to form a belief as to the truth of the allegations addressing an alleged drop in bookings. TMD denies the remaining allegations of Paragraph 36, including specifically any allegation that any drop in bookings was caused by TMD.

37. TMD denies the allegations of Paragraph 37.

38. TMD admits that in or around Spring 2018, Black proposed certain plans for modifications to the leased premises. TMD denies the remaining allegations of Paragraph 38.

39. TMD is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 39, and therefore denies the same and demand strict proof thereof. TMD specifically denies that it ever approved any plans for Phase 2 construction.

40. As to the allegations of Paragraph 40, TMD admits that it did not agree to allow further modifications or improvements to the leased premises based upon various disagreements between the parties. TMD denies the remaining allegations of Paragraph 40.

41. TMD admits the allegations of Paragraph 41 upon information and belief to the extent that Black and/or TME/SB likely have multiple events scheduled for the near future. TMD denies the remaining allegations of Paragraph 41.

42. In response to the allegations of Paragraph 42, TMD restates its responses to all preceding paragraphs of the Complaint.

43. TMD admits the allegations of Paragraph 43 as between TMD and Black. TMD denies that TME is a party to the Lease.

44. TMD denies the allegations of Paragraph 44, including all subparts.

45. TMD denies the allegations of Paragraph 45.

46. TMD denies the allegations of Paragraph 46.

47. In response to the allegations of Paragraph 47, TMD restates its responses to all preceding paragraphs of the Complaint.

48. The allegations of Paragraph 48 are a legal conclusion to which no response is required. To the extent a response is required, TMD denies that Plaintiffs are entitled to any declaratory relief.

49. The allegations of Paragraph 49 are a legal conclusion to which no response is required. To the extent a response is required, TMD denies that Plaintiffs are entitled to any declaratory relief.

50. The allegations of Paragraph 50 are a legal conclusion to which no response is required. To the extent a response is required, TMD denies that Plaintiffs are entitled to any declaratory relief.

FOR A SECOND DEFENSE
(Rule 12(b)(6))

51. The Complaint fails to state a cause of action against TMD and, therefore, should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE
(Lack of Privity - Standing)

52. Plaintiff TME lacks privity of contract with TMD, and therefore, its claims should be dismissed for lack of standing.

FOR A FOURTH DEFENSE
(Lack of Damages - Standing)

53. Plaintiff Black has asserted no damages separate from Plaintiff TME, and therefore, he is not the real party in interest. Therefore, his claims should be dismissed for lack of standing.

FOR A FIFTH DEFENSE
(Actions of Third Party)

54. Many of the actions complained of by Plaintiffs are actions of third parties over which TMD has no control. Therefore, Plaintiffs' claims should be dismissed.

FOR A SIXTH DEFENSE
(Unclean Hands)

55. Plaintiffs are barred from recovering on their claims pursuant to the doctrine of unclean hands.

FOR A SEVENTH DEFENSE
(Mitigation of Damages)

56. Plaintiffs should be denied any relief on their claim or any such relief should be reduced because Plaintiffs have failed to mitigate their damages.

FOR AN EIGHTH DEFENSE
(Waiver)

57. TMD raises the doctrine of waiver as a partial and complete bar to the claims set forth in the Complaint.

FOR A NINTH DEFENSE
(Estoppel)

58. TMD raises the doctrine of estoppel as a complete defense to any relief requested in the Complaint.

FOR A TENTH DEFENSE
(Laches)

59. TMD raises the doctrine of laches as a complete defense to any relief requested in the Complaint.

FOR AN ELEVENTH DEFENSE
(Statute of Limitations)

60. TMD pleads this action is barred by the applicable statute of limitations.

FOR A TWELFTH DEFENSE
AND BY WAY OF COUNTERCLAIM AGAINST PLAINTIFFS
(Eviction)

61. TMD is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Greenville County, South Carolina.

62. TME is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Greenville County, South Carolina.

63. Black is a citizen and resident of the County of Greenville, State of South Carolina.

64. The real property that is the subject of this action is situated in the County of Greenville, State of South Carolina.

65. This court has concurrent jurisdiction with the Magistrate Court in all matters between landlord and tenant and the possession of land. S.C. Code § 22-3-10(10).

66. Jurisdiction and venue are proper in this Court.

67. TMD and Black entered into that certain Lease dated June 1, 2015 (defined above as the "Lease"), whereby TMD leased to Black certain real property described as 16,000 square feet located at 250 Mill St., Suite 2-A, Taylors, SC 29687.

68. Pursuant to Section 4 of the Lease, Black agreed not to "create any nuisance or trespass to others."

69. Black has continuously violated Section 4 of the Lease, including by:

- a. Frequently trespassing on the property of TMD and other tenants and/or directing guests or vendors of Black or TME to trespass on the property of TMD or other tenants;
- b. Frequently harassing TMD staff and tenants;
- c. Frequently accosting TMD staff and other tenants including use of vulgar language;
- d. Frequently seeking to intimidate TMD staff and other tenants.

70. According to the Complaint, TME operates its business on the premises whether by assignment, sublease, or license.

71. To the extent TME has any legal right to possession of the premises, such right would arise only by and through Black because Black is the tenant under the Lease.

72. Due to Black's continuous violations of the Lease by creating nuisance and trespass to others, TMD is entitled to an Order and Writ of Ejectment directing the Sheriff to forcibly evict both of the Plaintiffs from the Leased Premises.

WHEREFORE, having fully answered the Complaint and counterclaimed thereto, TMD respectfully prays that:

A. The Complaint be dismissed in their entirety, with prejudice, and the costs of such claims be taxed against Plaintiffs;

B. As to TMD's counterclaim, that this Court issue an Order and Writ of Ejectment directing the Sheriff to forcibly evict both of the Plaintiffs from the Leased Premises;

C. For such further and other relief as the Court deems just and proper.

/s/ M. Kevin McCarrell
M. Kevin McCarrell (S.C. Bar #76255)
FOX ROTHSCHILD LLP
2 West Washington Street, Suite 1100
Greenville, South Carolina 29601
(864) 751-7600; (864) 751-7800 (fax)
kmccarrell@foxrothschild.com

March 10, 2020

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Taylors Mill Events, LLC d/b/a Southern
Bleachery and Lawrence Black,

Case No. 2019-CP-23-06187

Plaintiffs,

v.

**PLAINTIFFS' REPLY TO DEFENDANT'S
COUNTERCLAIM**

Taylors Mill Development, LLC f/k/a
Taylors Mill Development, LLP

Defendant.

Plaintiffs Taylors Mill Events, LLC d/b/a Southern Bleachery ("TME/SB") and Lawrence Black (jointly, "Plaintiffs") hereby reply to the Counterclaim of Defendant Taylors Mill Development, LLC f/k/a Taylors Mill Development, LLP ("TMD"), as follows:

**FIRST DEFENSE
(General Denial)**

1. Plaintiffs deny each allegation of the Counterclaim that they does not expressly admit herein.

2. The allegations of Paragraphs 1 through 50 of the Answer and Counterclaim are in answer to Plaintiffs' Complaint and do not require a response from Plaintiffs. To the extent that the allegations of Paragraphs 1 through 50 require a response, Plaintiffs deny them to the extent that they are inconsistent with the allegations of Plaintiffs' Complaint.

3. The allegations of Paragraphs 51 through 60 of the Answer and Counterclaim state TMD's affirmative defenses and do not require a response from Plaintiffs. To the extent

the allegations of Paragraphs 51 through 60 require a response, Plaintiffs deny them to the extent that they are inconsistent with the allegations of Plaintiffs' Complaint.

4. Plaintiffs admit the allegations of Paragraph 61 of the Answer and Counterclaim upon information and belief.

5. Plaintiffs admit the allegations of Paragraph 62, 63, 64, 65, 66, 67, and 68 of the Answer and Counterclaim.

6. Plaintiffs deny the allegations of Paragraph 69 of the Answer and Counterclaim, including all subparts.

7. Responding to the allegations of Paragraph 70 of the Answer and Counterclaim, Plaintiffs admit only that TME/SB operates its business on the premises described in the Lease. The remaining allegations of Paragraph 70 state legal conclusions to which no response is required. To the extent so required, Plaintiffs deny the remaining allegations of Paragraph 70.

8. Plaintiffs deny the allegations of Paragraphs 71 and 72 of the Answer and Counterclaim.

9. Plaintiffs deny that TMD is entitled to any of the relief requested in its prayer for relief.

SECOND DEFENSE
(Statute of Limitations or Repose)

10. TMD's claims are barred by any applicable statute of limitations or statute of repose.

THIRD DEFENSE
(Equitable Defenses)

11. TMD's claims are barred by all equitable defenses available to Plaintiffs, including the doctrines of waiver, estoppel, laches, and unclean hands.

**FOURTH DEFENSE
(Reservation of Defenses)**

12. Without waiving any other claims and defenses upon which it continues to rely, Plaintiffs give notice that they intend to rely upon any other defenses that may become available or apparent during its investigation of TMD's claims and/or the discovery proceedings in this matter and hereby reserve their rights to amend their Reply, including at trial, in order to assert any such claim(s) and/or defense(s).

WHEREFORE, having fully replied to the counterclaim of Defendant TMD, Plaintiffs pray that the same be dismissed with prejudice and for such other and further relief as the Court deems just and proper.

HAYNSWORTH SINKLER BOYD, P.A.

By: s/Elizabeth H. Black
Elizabeth H. Black, SC Bar No. 76067
Mary Cothonneau Eldridge, SC Bar No. 102698
Post Office Box 11889
Columbia, South Carolina 29211-1889
(803) 779-3080
ebblack@hsblawfirm.com
meldridge@hsblawfirm.com

*Attorneys for Plaintiffs Taylors Mill Events, LLC
d/b/a Southern Bleachery and Lawrence Black*

April 8, 2020

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

TAYLORS MILL EVENTS, LLC)
d/b/a SOUTHERN BLEACHERY)
AND LAWRENCE BLACK,)

PLAINTIFFS,)

-VS-)

TAYLORS MILL DEVELOPMENT, LLC,)
f/k/a)
TAYLORS MILL DEVELOPMENT, LLP,)

DEFENDANT.)

2019-CP-23-06187

TRANSCRIPT OF RECORD
(VOLUME ONE OF THREE)

JUNE 13 - 15, 2022
GREENVILLE, SOUTH CAROLINA

B E F O R E:

THE HONORABLE ROBIN B. STILWELL

A P P E A R A N C E S:

ATTORNEY FOR PLAINTIFFS:

ELIZABETH H. BLACK, ESQ.

ATTORNEYS FOR DEFENDANT:

M. KEVIN McCARRELL, ESQ,
SARAH M. TRAYNOR, ESQ.

SUSAN W. HUDGINS
CIRCUIT COURT REPORTER

1 get started, okay?

2 But with respect to the partial settlement, if you want
3 to go ahead and publish that, we can start that. Mr.
4 McCarrell, I presume that you're publishing it.

5 **MR. MCCARRELL:** Your Honor, is it okay -- we did this by
6 email.

7 **THE COURT:** Sure.

8 **MR. MCCARRELL:** And late on a -- late on Friday. So if
9 it's all right with Your Honor, I'll just read the email ---

10 **THE COURT:** Late on Friday? Before you started drinking
11 beer?

12 (Laughter)

13 **THE COURT:** Okay. Then let's hear it.

14 **MR. MCCARRELL:** All right. Your Honor, the parties did
15 agree to a partial settlement of this case. And I'm going to
16 read the enumerated aspects of that.

17 Number one, Taylors Mill Development will agree to three
18 spaces in front of Southern Bleachery for, quote, loading
19 only.

20 Number two, approval of phase 2 construction can be
21 discussed at a later time, however, Taylors Mill Events will
22 be allowed to level the floors after confirmation from a
23 professional that leveling the floors will not cause damage to
24 the existing -- that should say drainage system -- and
25 undertake repairs and cosmetic finishes to the back space that

1 do not require permitting such as painting, repairs, attaching
2 doors, plumbing work that is necessary to finish the wash-out
3 sink, which can be combined with the plumbing opinion on the
4 floor leveling issue if necessary, et cetera.

5 Taylors Mill Events will agree that Taylors Mill
6 Development may have two events involving dock 3 closures
7 before the end of 2022 and four annual events involving dock 3
8 closures per year for the remainder of the lease term whether
9 through 13 Stripes or otherwise per TMD's decision-making.

10 All such dock 3 closures need five months booking in
11 advance except that for events through December 31st, 2022,
12 only three months notice shall be required. TME will consider
13 additional lot [sic] closures if no events are booked with TME
14 for the particular date at issue or for large community events
15 like Fall Fest.

16 I apologize, Your Honor. Let me go back to saying the
17 full words because the court reporter might have difficulty
18 with TMD and TME.

19 **THE COURT:** Okay.

20 **MR. MCCARRELL:** Number four, Taylors Mill Development
21 will not lease to another event space for hire, but,
22 otherwise, tenants may conduct activities, including
23 activities that may be referred to as "events" within their
24 respective leased spaces without interference or complaint
25 from Taylors Mill Events/Black.

PARTIAL AGREEMENT

12

1 Taylors Mill Development will withdraw the eviction
2 claim. In exchange Taylors Mill Events and Ashleigh Black
3 will be -- or would be substituted as co-tenants in the
4 existing lease.

5 Ashleigh Black would be the primary point of contact.
6 And Taylors Mill Events staff, other than Lawrence Black, can
7 be designated as secondary or additional contacts. This
8 substitution would be perspective only.

9 Taylors Mill Development reserves all rights and defenses
10 with respect to standing, privity of contract and related
11 defenses as to Plaintiffs' claims in the subject lawsuit.

12 Number six, the parties agree that the lease ends on June
13 1st, 2025. Taylors Mill Development is not currently agreeing
14 or committing to any obligations regarding extension of the
15 lease beyond this date. However, it is possible that if
16 things go smoothly for a year or two going forward that
17 Taylors Mill Development could be open to discussing an
18 extension of the lease.

19 Number seven, rent going forward would be modified to two
20 thousand, five hundred dollars (\$2,500.00) flat rate per month
21 beginning June 1st, 2023 through the end of the lease term
22 with no profit split. Prior to June 1st, 2023 rent would
23 remain at one thousand, nine hundred dollars (\$1,900.00) per
24 month with no profit split.

25 Number eight, Taylors Mill Development shall have the

1 option to pay an additional seventy thousand dollars
2 (\$70,000.00) to keep all improvements at the end of the
3 current lease term. In the event of any potential extension
4 as discussed in number six, the amount would be negotiated at
5 a later time.

6 Number nine, mutual release of all claims and no
7 admission of liability by parties except with regard to number
8 ten.

9 Number ten, the parties would move forward with trial on
10 the issue of whether Taylors Mill Development breached the
11 lease with regard to issues arising out of approval or non-
12 approval of phase 2 construction. And if so, whether either
13 Plaintiff is entitled to damages through the date of verdict.

14 While the other issues remain intertwined, e.g., exhibits
15 that discuss the exclusive use clause, or parking, or
16 development issues, as well as phase 2, and some testimony
17 about them would likely be required from both sides. The only
18 issue the Court would rule upon is the phase 2 construction
19 issue.

20 **THE COURT:** All right. So, Ms. Black, is that a full and
21 accurate recitation of the terms of the agreement between the
22 parties?

23 **MS. BLACK:** It is, Your Honor.

24 **THE COURT:** Okay.

25 So I will do -- I'm not going to have a full blown

1 settlement hearing. I don't think that that's necessary.
2 However, I will put the principals of each party under oath
3 because I'm going to accept that as the agreement between the
4 parties and an order of the Court enforceable by contempt.
5 And then we'll move on and talk about what issues are
6 remaining.

7 I know there's -- that gives you some leeway to continue
8 to negotiate, but that's good. I think that's in everyone's
9 best interest.

10 So let's start with the Plaintiffs. I know, Mr. Black,
11 you're here individually. I presume you're Mr. Black.

12 **MR. BLACK:** Yes, sir.

13 **THE COURT:** Okay.

14 **MR. McCARRELL:** Your Honor, I apologize. If I could
15 interrupt you ---

16 **THE COURT:** Sure.

17 **MR. McCARRELL:** --- for one second.

18 I should have also stated we're in -- that was the
19 agreement. We will rely on this email exchange for the
20 purposes of confirming this agreement prior to trial with the
21 understanding that a more formal agreement will be entered
22 into as soon as possible. So I just wanted to make sure that
23 part was on the record, too. I apologize.

24 **THE COURT:** Sure. Okay. Yeah, and y'all can go and
25 formalize it between the parties.

1 So -- and you're Mr. Black. And you are Mrs. Black? Is
2 that correct?

3 **MRS. BLACK:** Yes, sir.

4 **THE COURT:** If y'all would stand, please. Would you each
5 state your name for the record, please.

6 **MR. BLACK:** Lawrence Black.

7 **THE COURT:** Okay. And, ma'am?

8 **MRS. BLACK:** Ashleigh Black.

9 **THE COURT:** And, Mrs. Black, you are the principal of
10 Taylors Mill Events, LLC, doing business as Southern
11 Bleachery, is that correct?

12 **MRS. BLACK:** Yes, sir.

13 **THE COURT:** Could you each raise your right hand. Do you
14 each swear or affirm the testimony you're about to give is the
15 truth, the whole truth and nothing but the truth so help you
16 God?

17 **MRS. BLACK:** I do.

18 **MR. BLACK:** I do.

19 **THE COURT:** Okay.

20 Each of you heard the terms and agreements between the
21 parties that has just been recited into the record by Mr.
22 McCarrell. Do you agree that those are the terms and
23 conditions of the partial agreement that has been reached
24 between the parties?

25 **MRS. BLACK:** I do.

1 **MR. BLACK:** I do.

2 **THE COURT:** And do you agree that those are the terms
3 under which you will proceed in the near future and that you
4 will abide by the terms of that agreement?

5 **MRS. BLACK:** I do.

6 **MR. BLACK:** I do.

7 **THE COURT:** Okay.

8 Are either of you under the influence of drugs or alcohol
9 or any other substance that may affect your ability to make a
10 decision today?

11 **MRS. BLACK:** No.

12 **MR. BLACK:** No.

13 **THE COURT:** Did anybody twist your arm or make you enter
14 into this agreement or have you entered it freely and
15 voluntarily of your will and volition?

16 **MRS. BLACK:** The latter, freely and voluntary.

17 **THE COURT:** Okay.

18 **MR. BLACK:** We entered it freely.

19 **THE COURT:** Okay. Good enough. Okay.

20 And you do want me to make that agreement an order of the
21 Court, punishable by contempt for violations, is that correct?

22 **MR. BLACK:** Yes, Your Honor.

23 **MRS. BLACK:** Yes.

24 **THE COURT:** Okay. Good. Thank you. Okay.

25 So would the principal, please, of Taylors Mill

1 Development stand up, please. And your name is, sir?

2 **MR. LEWIS:** Caleb Lewis.

3 **THE COURT:** Caleb Lewis. Okay.

4 Mr. Lewis, would you raise your right hand. You swear or
5 affirm the testimony you're about to give is the truth, the
6 whole truth and nothing but the truth so help you God?

7 **MR. LEWIS:** I do.

8 **THE COURT:** And you are the principal of Taylors Mill
9 Development, LLC, formerly known as Taylors Mill Development,
10 LLP, is that correct?

11 **MR. LEWIS:** Yes, sir.

12 **THE COURT:** Okay.

13 And you are authorized to make decisions and make
14 representations on behalf of that -- those entities?

15 **MR. LEWIS:** Yes.

16 **THE COURT:** You heard the recitation of the terms of the
17 agreement entered into between the parties that Mr. McCarrell
18 published into the record, sir?

19 **MR. LEWIS:** I did.

20 **THE COURT:** Are those -- is that a fair and accurate
21 recitation of the terms and conditions of the agreement that's
22 been entered into between the parties?

23 **MR. LEWIS:** Yes.

24 **THE COURT:** And do you agree that the parties should be
25 bound thereby?

1 **MR. LEWIS:** Yes.

2 **THE COURT:** Are you under the influence of any drugs, or
3 alcohol or any other substance that may affect your ability to
4 make a decision today?

5 **MR. LEWIS:** No.

6 **THE COURT:** Has anyone forced, threatened or coerced you
7 in any way to entering into the agreement?

8 **MR. LEWIS:** No.

9 **THE COURT:** And you want to make that agreement an order
10 of the Court subject to the contempt powers of the Court?

11 **MR. LEWIS:** Yes.

12 **THE COURT:** Okay. All right. Thank you, sir. I
13 appreciate it. Okay. All right.

14 The recited agreement is hereby an order of the Court.
15 Any specific reference can be made to the record. You can
16 either get a copy of that, but I know it was recited directly
17 from the email that was entered into the record.

18 Y'all can mark that as a Court's exhibit if you would
19 like to and use that as a framework for doing -- for, excuse
20 me, drafting your subsequent agreement, okay?

21 **MS. BLACK:** Thank you, Your Honor.

22 **MR. McCARRELL:** Your Honor, I think I'm going to -- what
23 I'm going to do, I have the whole email ---

24 **THE COURT:** You don't have to -- y'all ---

25 **MS. BLACK:** Yeah, we want the ---

1 Eldridge, my colleague. And as Your Honor has met earlier
2 this morning, our clients, Lawrence Black and Ashleigh Black,
3 who is the owner of Taylors Mill Events, LLC.

4 Your Honor, we are here today to have the Court hear a
5 lease dispute. Specifically, Your Honor, with regard to the
6 breach of the quiet enjoyment provision of the lease, which
7 states that in part the lessor agrees that the lessee may
8 peaceably have, hold and enjoy the premises without hindrance
9 by the lessor or lessor's agent. That's paragraph 19 of the
10 lease, which is at tab 5 and will be marked as Plaintiffs' ---

11 **THE COURT:** Okay.

12 **MS. BLACK:** --- trial exhibit 5.

13 Your Honor, this lease was entered into by Taylors Mill
14 Development, LLP, and Lawrence Black in July of 2015. And one
15 of the things that Your Honor's going to hear about is that
16 the operating entity of this lease from the tenant's side is
17 an LLC named Taylors Mill Events, LLC.

18 You will not see that name on this lease. That is
19 something that has been acknowledge and admitted from day one.
20 You will hear testimony about why that is. You will hear
21 testimony that that LLC was formed several months after this
22 lease was entered into.

23 And you will see and hear evidence that there have been
24 repeated over and over representations by Taylors Mill
25 Development that ratified the tenancy of Taylors Mill Events.

1 -- to lift the stop work order, let us get back to work, and
2 let us finish this out all became related to a neighboring
3 property, Taylors Village, LLC. And you'll see there are two
4 -- Taylors Village is kind of the front parcel. Taylors Mill
5 Development is the back parcel. They're neighbors.

6 **THE COURT:** Right.

7 **MS. BLACK:** There's some shared issues between these two
8 properties dating back a long time.

9 Mr. Black is the managing member of Taylors Village, LLC.
10 And we would submit, Your Honor, that all of the asks that
11 Taylors Mill Development was putting on the condition to allow
12 phase 2 work to go forward were not related to the lease.
13 They were not related to the premises. They were not related
14 to the subject work. They were related to things that they
15 wanted from Mr. Black on behalf of Taylors Village.

16 And our position, Your Honor, that -- is that the
17 withholding of allowing that work to go forward is a violation
18 of the quiet enjoyment provision of the lease because they
19 were not permitted to have, hold and enjoy the premises
20 without hindrance by the landlord.

21 The landlord's position was a hindrance to my client's
22 full use of the 16,000 square feet of the premises.

23 **THE COURT:** And you said that's paragraph 19 of the ---

24 **MS. BLACK:** It's 19 ---

25 **THE COURT:** --- lease?

- 1 A. Correct.
- 2 Q. Okay. And who did sign it?
- 3 A. Lawrence Black.
- 4 Q. Okay. And who else?
- 5 A. Caleb Lewis.
- 6 Q. And who did Caleb Lewis sign on behalf of?
- 7 A. Caleb Lewis signed on behalf of Taylors Mill Development,
- 8 LLP.
- 9 Q. Okay. And Taylors Mill Events, LLC, did not sign this
- 10 lease in any capacity, is that right?
- 11 A. Correct.
- 12 Q. Okay. And why -- why was that?
- 13 A. It did not exist.
- 14 Q. And so it's on the front and it's on the signature page,
- 15 but this lease is with Taylors Mill Development, LLP, as
- 16 landlord, is that right?
- 17 A. Correct.
- 18 Q. Okay. Who pays the rent due under this lease?
- 19 A. Taylors Mill Events.
- 20 Q. And does Taylors Mill Events pay rent to Taylors Mill
- 21 Development, LLP, under this lease?
- 22 A. Yes.
- 23 Q. Does it still pay Taylors Mill Development, LLP, ---
- 24 A. Oh, no. We now pay Taylors Mill Development, LLC.
- 25 Q. Okay.

1 from.

2 A. From section 4 under use.

3 Q. Okay. Where it says premises shall be used for the
4 purpose of operating an event space, restaurant and bar?

5 A. Yes, ma'am.

6 Q. And how long has Taylors Mill Events been operating an
7 event space, restaurant and bar in these premises in this
8 lease?

9 A. Since its inception. Since we started. Since we were
10 able to open the doors after the first phase of construction.

11 Q. And approximately when did the doors open for business?

12 A. 2016.

13 Q. If you will flip, please, to -- it's page 4 of the lease,
14 it's paragraph 19, quiet enjoyment paragraph. And that says
15 subject to the conditions of this lease, the lessor agrees
16 that the lessee may peaceably -- I think that means peaceably
17 -- have, hold and enjoy the premises without hindrance by the
18 lessor or lessor's agent, correct?

19 A. Yes, ma'am.

20 Q. And you mentioned a minute ago in your testimony that you
21 guys opened -- Taylors Mill Events opened for business in 2016
22 after the phase 1 improvements, is that right?

23 A. Correct.

24 Q. And the leasehold improvements is dealt with in this
25 lease as well, is that right?

1 A. It is.

2 Q. Okay. And is that paragraph 28?

3 A. Yes, ma'am.

4 Q. Okay. And it says lessor and lessee acknowledge and
5 agree that certain improvements will be required to be made to
6 the premises in order to make the premises suitable for
7 occupancy and use by lessee, correct?

8 A. It does.

9 Q. What kinds of improvements were required to make the
10 premises suitable for occupancy and use by the lessee?

11 A. We had to do a phase 1 report. We had to do an
12 environmental remediation. We had to install restrooms. We
13 did men's, women's, family. We had to do all of the fixtures.
14 We had to install HVAC and heating. We painted. We put in
15 drywall. We -- it was a complete renovation.

16 Q. Because -- and maybe we should back up for a second.
17 What was this building before it became the Southern Bleachery
18 Event Venue?

19 A. It was -- for most intents and purposes it was an actual
20 bleachery. To my knowledge it sat empty for about 50 years.
21 And I think there was a tenant before us who had maybe a table
22 making shop, like a wood worker.

23 Q. And did the wood worker to your knowledge do any real
24 renovations in that space?

25 A. No. He torched the vault door and ruined its historic

1 value.

2 Q. And then paragraph 28 goes on to say after an acknowledge
3 and agrees that certain improvements needed to be made to make
4 it suitable for occupancy and use, correct?

5 A. (Affirmative nod).

6 Q. It goes on to say all improvements shall be handled by
7 and through the lessor regardless of whether lessee is bearing
8 all or any portion of the costs of such improvements, right?

9 A. Yes, ma'am.

10 Q. Who bore the costs of the improvements that you just
11 testified about?

12 A. Taylors Mill Events and Lawrence Black.

13 Q. And the final sentence of paragraph 28 says, lessor and
14 lessee are entering into a separate agreement relating to the
15 specifications for the improvements to be made to the premises
16 and the responsibility for the costs thereof. So what
17 improvements was Taylors Mill Events looking to make to -- you
18 touched on this in describing it, but what was the desired
19 outcome of the improvements that were made to this space?

20 A. To create a premiere event venue with food and beverage
21 operations that could host a variety of events, festivals and
22 activities.

23 Q. And did you propose to do all of that work at once?

24 A. No.

25 Q. Just generally describe how you all planned to divide --

1 whatever work you were going to do, how was that contemplated
2 to be done?

3 A. We contemplated to do it in two phases for two reasons.
4 One was to get the space up and running and be able to work
5 out some of the kinks, and then to add on some additional
6 capacities and refinements that would allow us to reach the
7 full business plan.

8 Q. And we have -- you heard us speak about phase 1 and phase
9 2. Is that how you all referred to them yourselves?

10 A. Yes, ma'am.

11 Q. Okay. And were these plans shared with Taylors Mill
12 Development prior to work beginning in this space?

13 A. Yes, ma'am.

14 Q. Okay. What -- if you can remember, what was shared with
15 them about how you wanted to do the work and what you wanted
16 to do and the phase 1/phase 2 distinctions?

17 A. Well, when we designed the plans, we designed for the
18 entire 16,000 square feet. So we included what was
19 anticipated in both segments of the building. And then we
20 phased the actual work that would take place. So the entire
21 concept as well as the plans showing the location of the
22 planned items in the back was shared with Taylors Mill
23 Development.

24 Q. When was that shared with Taylors Mill Development?
25 Before or after phase 1 was done?

1 A. Oh, long before.

2 Q. And to your understanding, did Taylors Mill Events have
3 agreement with the landlord on the improvements for phase 1?

4 A. Yes. It's my understanding we had approval for the
5 entire plan.

6 Q. And entire plan means phase 1 and phase 2?

7 A. Yes, ma'am.

8 Q. Mrs. Black, if you would look at tab 6, which is
9 Plaintiffs' exhibit 6. And can you -- is this an email you
10 recognize?

11 A. Yes, ma'am.

12 Q. Okay. And can you give us -- this is an email of
13 September 16th, 2015 from you to Caleb Lewis and Greg Cotton,
14 correct?

15 A. It is.

16 Q. Who are those gentlemen, Caleb Lewis and Greg Cotton?

17 A. At the time they were the owners of Taylors Mill
18 Development.

19 Q. And is Mr. Cotton still involved with Taylors Mill
20 Development?

21 A. He is not.

22 Q. But Mr. Lewis is?

23 A. He is.

24 Q. And you have a carbon copy to lawbla, l-a-w-b-l-a. Who
25 is that?

1 A. That's Lawrence Black.

2 Q. Okay. And just generally, what is this email seeking to
3 do?

4 A. So this email is just giving them an update and telling
5 them that we would be in town and that we wanted to review the
6 plans with them. And we'd also wanted to talk through their
7 process for approval.

8 Q. Okay. And if you flip the page you will see the second
9 page, Plaintiffs' exhibit 6, some drawings. Do you see that?

10 A. I do.

11 Q. Okay. And what are those drawings?

12 A. So that's the design for the entire 16,000 square feet.

13 **MS. BLACK:** And, Your Honor, I may, just because this
14 copy quality or just the size of it, I may turn on the
15 document presenter just so we can blow up a little bit ---

16 **THE COURT:** Okay.

17 Q. All right. Mrs. Black, do you see that on the screen?

18 A. I do.

19 Q. Okay. Now can you just tell us generally what this shows
20 and what you all were intending to do with it?

21 A. So this shows our intended plans and the design for the
22 space. And it has both the front and the back space included.
23 It also shows ADA parking and spots outside as well as steps,
24 things of that nature. And then it just lays out the
25 renovation plans, the construction plans.

1 Q. I want to zoom in a little bit on the back space because
2 I find -- I find it very difficult to read this small. So I'm
3 going to start with kind of what you see towards the right of
4 this screen. Do you see the word catering listed there?

5 A. I do.

6 Q. Okay. And tell us what that was intended to show.

7 A. An area for catering for food and beverage.

8 Q. And below it?

9 A. It has the future bar area.

10 Q. Okay. And then below that I think it says temporary
11 wall?

12 A. Yes, ma'am.

13 Q. What is that behind that?

14 A. That's where the kitchen was going.

15 Q. Okay. And I think it also says future dining area over
16 ---

17 A. It does.

18 Q. --- to the side? Okay. And then I see some items sort
19 of towards the side there. What are those?

20 A. So one of them is noting the adjacent building. And then
21 there's a space outside. And so that was going to be a garden
22 area ---

23 Q. Um-hum (affirmative).

24 A. --- where you could have tables, and reception,
25 extension, another space that offered an outdoor portion for

1 events.

2 Q. And I think you mentioned, and this is coming from your
3 email, an invitation to get together with Mr. Lewis and Mr.
4 Cotton to -- to get together to discuss, is that right?

5 A. Yes, ma'am.

6 Q. And did that happen?

7 A. It did.

8 Q. And what can you remember about that meeting? Well, I
9 guess, first of all, was that an in-person meeting or was that
10 just done over the phone, or email or anything?

11 A. No, we did meet with them when we came to town.

12 Q. Okay. And what do you recall about the substance of that
13 meeting?

14 A. There was a lot of enthusiasm on both sides.

15 Q. Did you discuss both phase 1 and phase 2?

16 A. We did.

17 Q. And were there any concerns expressed, detailed issues
18 that were brought up, anything like that?

19 A. No.

20 Q. And did you receive approval from the landlord to proceed
21 as outlined in the plans that you had shared?

22 A. We did.

23 Q. Then what happened next?

24 A. Then Lawrence and I had a conversation and that we had
25 spoken with our architect as well. And so I followed up with

1 an email asking for permission in writing. At that meeting
2 there was a sense that there's a lot of legalese that we
3 didn't need to do, and we had an agreement, and we had a
4 handshake, and this is how things are done here, and we could
5 move forward. It was notably casual from any experience that
6 I had had in prior professional settings.

7 And due to what was in the lease language I was hesitant
8 to just move forward without anything in writing. And the
9 architect agreed. And so Lawrence was more excited and, you
10 know, this is how they operate, and it's a handshake, and it's
11 face-to-face, and it's business. And so I said, well, I would
12 just feel better sending an email that I got that in writing.

13 Q. And if you will, flip to tab 37 in ---

14 **MR. MCCARRELL:** Your Honor, if I could just object real
15 quickly. It seems like Ms. Black's sort of flying through
16 these exhibits. I don't think anything's been admitted. I'm
17 not sure ---

18 **MS. BLACK:** And that's fair. We'll ---

19 **THE COURT:** So ---

20 **MS. BLACK:** --- do that. Yeah.

21 **THE COURT:** So let me ask you. So is everything in the
22 notebook that was given to me going to be ---

23 **MS. BLACK:** We have ---

24 **THE COURT:** --- admitted by acclamation or ...

25 (Whereupon the attorneys were conferring off the record)

1 Q. And to your knowledge was Taylors Mill Events, LLC,
2 formed shortly after this email exchange of October of 2015?

3 A. Yes.

4 Q. And were you involved in letting Taylors Mill Development
5 know about the formation of Taylors Mill Events and what
6 Taylors Mill Events was doing?

7 A. Yes, I was.

8 Q. I'd like for you to flip back a little bit to tab 8,
9 please. The document at tab 8, is that -- it starts with the
10 Plaintiff 00193 at the bottom, Bates number. Is that a
11 document you recognize?

12 A. It is.

13 Q. And you were a recipient of this email chain?

14 A. Yes, ma'am.

15 **MS. BLACK:** Your Honor, I would like to ask that
16 Plaintiffs' exhibit 8 at tab 8 in the notebook be admitted
17 into evidence.

18 **MR. MCCARRELL:** No objection, Your Honor.

19 **THE COURT:** All right. Without objection, the same is
20 admitted.

21 (Whereupon Plaintiffs' exhibit 8 was admitted into
22 evidence)

23 Q. Mrs. Black, this is the long email portion. It says it
24 was written by Lawrence Black on February 16th, 2016, correct?

25 A. Yes, ma'am.

1 A. Yes, ma'am.

2 Q. Okay. Can you explain what this document is? And I
3 think it stretches -- the attachment itself goes from
4 Plaintiff 00182 to Plaintiff 00186, I believe. Is that
5 correct?

6 A. Yes, ma'am.

7 Q. And about halfway down the first page of that attachment,
8 which is Bates number Plaintiff 00182, you see a bold title
9 called Taylors Mill events policy, adopted August 2018,
10 correct?

11 A. Yes, ma'am.

12 Q. Tell us what that is.

13 A. So this is in response to the growing tension among
14 tenants and then a request for clarification that I sent, I
15 believe, in July of that year as more tenants were joining the
16 Mill and other tenants were beginning to host events that were
17 growing in scope and scale.

18 And in the beginning Taylors Mill Development had asked
19 us to navigate this relationship with other tenants. And that
20 had proven to be extremely problematic and create a lot of
21 tension between tenants. And so I had reached out and asked
22 Taylors Mill Development to please take on this role and
23 clarify the events policy and put together some standard
24 operating procedures and some clarifications so that people
25 understood their rules and what was permissible depending on

1 this a document that you recognize?

2 A. It is.

3 Q. And it is an email from you, correct?

4 A. Correct.

5 **MS. BLACK:** Your Honor, we would like to move Plaintiffs'
6 exhibit 17 into evidence.

7 **THE COURT:** Objections?

8 **MR. McCARRELL:** No objection, Your Honor.

9 **THE COURT:** All right. So admitted.

10 (Whereupon Plaintiffs' exhibit 17 was admitted into
11 evidence)

12 Q. Mrs. Black, can you just tell us what the purpose of this
13 email was and what you were doing at the time? And it's March
14 -- not March, May 16, 2018, correct?

15 A. Yes. So I was sending the updates to the approved plans
16 from October of 2015 and then giving a bit of detail. I note
17 that the changes are mostly cosmetic. It was keeping the same
18 areas, but flipping some of the sides of the rooms.

19 Q. And there are two attachments to the email, is that
20 right?

21 A. There are.

22 Q. If we go to the first attachment, which is a Bates label
23 Plaintiff 00505. Do you see that?

24 A. Yes, ma'am.

25 Q. And what is that document?

1 A. It's the original plans that were submitted.

2 Q. Is that the same plan that we looked at a little while
3 ago in Plaintiffs' exhibit 6?

4 A. Yes, it is.

5 Q. And if you will flip to the next page of -- or the second
6 attachment to that email, Bates number Plaintiff 00506. Do
7 you see that?

8 A. I do.

9 Q. What is -- what is this document?

10 A. That's the updated plans.

11 Q. Okay. And you close -- back to your email to the front
12 page. You close your email by saying, please let me know if
13 you have any questions or would like to discuss, right?

14 A. Yes, I do.

15 Q. And did you have a discussion or field any questions
16 based on what -- the plans attached to this email?

17 A. Just a couple.

18 Q. Okay. And if you'll flip over to tab 19, please.

19 A. Okay.

20 Q. And this is document beginning with Plaintiff 00495. Is
21 this an email exchange that you recognize?

22 A. It is.

23 Q. And you were involved in this chain?

24 A. Yes, ma'am.

25 **MS. BLACK:** Your Honor, we'd like to move Plaintiffs' 19

1 into evidence, please.

2 **THE COURT:** Objection, sir?

3 **MR. McCARRELL:** No objection, Your Honor.

4 **THE COURT:** All right. So admitted.

5 (Whereupon Plaintiffs' exhibit 19 was admitted into
6 evidence)

7 Q. All right. Mrs. Black, you'll see that it begins with
8 the email we just looked at in exhibit 17, your initial email,
9 correct?

10 A. Yes, ma'am.

11 Q. And you testified a moment ago that you fielded a few
12 questions about the plans. Is this what you were referring
13 to?

14 A. Yes.

15 Q. And on May 17, which is the day after you sent the plans,
16 Mr. Lewis -- this is -- I'm looking specifically at Mr. Lewis'
17 email of May 17, 2018 at 11:28 where Mr. Lewis responds, the
18 interior looks nice. We would like to make sure none of the
19 current utilities, plumbing along the ceiling mainly, are
20 altered without our permission. And then he says there are a
21 few red flags on the exterior, right?

22 A. Correct.

23 Q. Okay. And then you write back right above that a little
24 while later, correct?

25 A. Yes.

1 Q. Okay. And then Mr. Lewis writes back to you and says,
2 looked over the plans, and the only interior question we have
3 in regards to both elevator shafts, correct?

4 A. Correct.

5 Q. And then he also says regarding the additional exterior
6 door, landscape and changes to the outside of the space, this
7 will require an addendum to the current lease -- SB lease, as
8 this is not currently listed as leased space, correct?

9 A. Correct.

10 Q. He refers to the lease as the current SB lease.

11 A. That's correct.

12 Q. What does -- to your knowledge and understanding, what
13 does SB stand for?

14 A. Southern Bleachery.

15 Q. And then he says, let me know when y'all would like to
16 discuss this further, right?

17 A. Yes, ma'am.

18 Q. And did you have a subsequent discussion following this
19 email?

20 A. We did.

21 Q. What was the outcome of the discussion about the
22 questions, or issues or concerns raised in Mr. Lewis' May 21st
23 email in Plaintiffs' 19?

24 A. We just abandoned those issues. So where it -- we
25 drafted like some language, release addendum, and we talked it

1 through. And then we ended up not moving forward with that to
2 speed the process. So we started minimizing the scope of
3 work. So we just addressed the issues that were raised and
4 then kept moving forward.

5 Q. Okay. Very briefly, if we can flip back one to
6 Plaintiffs' 18. And this is Plaintiffs' exhibit 18. It's
7 Bates number Plaintiff 02899.

8 A. Yes, ma'am.

9 Q. And is this an email that you recognize?

10 A. It is.

11 Q. Did you participate in this email chain?

12 A. I did.

13 **MS. BLACK:** Your Honor, we would like to admit
14 Plaintiffs' exhibit 18 into evidence.

15 **THE COURT:** Objection?

16 **MR. MCCARRELL:** No objection, Your Honor.

17 **THE COURT:** All right. Same is admitted.

18 (Whereupon Plaintiffs' exhibit 18 was admitted into
19 evidence)

20 Q. And, Mrs. Black, your email of May 18 at 4:21, you're
21 resending the plans in pdf, right?

22 A. Yes.

23 Q. And then you write below that, Caleb, we are in agreement
24 on the piping. All new plumbing will go into our drain lines,
25 is that right?

1 A. That's correct.

2 Q. Did that ever change ---

3 A. No.

4 Q. --- in your plans?

5 A. (Negative nod).

6 Q. In May of 2018 in these last several emails we've been
7 looking at, Plaintiffs' 17, 18 and 19 were done, what is
8 generally going on with the Taylors Mill Events business at
9 that time?

10 A. Well, I think the business was growing really well.
11 Internally we were on track. And we were more than ready to
12 finish out the back space so that we could realize the
13 investments that had already been made and continue growing.

14 We were having, as I mentioned earlier, oversight and
15 management issues, I think, is maybe the best description or
16 characterization. In a mixed-use facility there was a lack of
17 operating procedures, common understandings of people's leases
18 and what were -- what was permitted, what was not permitted,
19 what types of activities they could undertake, how tenants
20 were supposed to interact with each other, how TMD would
21 interact with tenants together or individually.

22 There was an increase in the number, and the type and the
23 scale of events that other tenants were hosting. Increasingly
24 there were requests to shut down the parking lot to create
25 spaces for festivals for other tenants for large scale events

1 presented us with the drawing that the civil engineer had done
2 and rendered, that eliminated the entire parking lot and made
3 it a park and took out all of the parking as well as the ADA
4 spots that we had put in and the loading areas for our
5 business.

6 Q. And, Mrs. Black, I'd like to draw your attention to tab
7 20 in the Plaintiffs' exhibit notebook, an email that begins
8 Plaintiff 00282. Is this an email chain that you are a
9 participant in?

10 A. It is.

11 **MS. BLACK:** Your Honor, we'd like to move Plaintiffs'
12 exhibit 20 into evidence.

13 **THE COURT:** Objections?

14 **MR. MCCARRELL:** No objection, Your Honor.

15 **THE COURT:** Okay. Without objection, so admitted.

16 (Whereupon Plaintiffs' exhibit 20 was admitted into
17 evidence)

18 Q. Mrs. Black, turning your attention to the second page of
19 this exhibit, which is Bates label Plaintiff 00283, do you see
20 an email from you that starts, Hi Caleb and Greg, on June
21 12th, 2018?

22 A. Yes, ma'am.

23 Q. And you start it off by saying, I am pulling together a
24 list of things I'd like to discuss with you as our landlord
25 and business partner at Taylors Mill Events/Southern

1 Bleachery, correct?

2 A. Correct.

3 Q. First of all, did you ever get any push-back from Mr.
4 Lewis or Mr. Cotton about that sentence, our landlord and
5 business partner at Taylors Mill Events/Southern Bleachery?

6 A. No.

7 Q. And going on -- I think you've kind of touched on the
8 context for this already, but can you explain what this email
9 was designed to do?

10 A. Well, it was designed to more succinctly articulate what
11 I was just speaking about and really drill down on the areas
12 where we felt there was -- there were growing challenges and
13 growing tensions between tenants and where we really needed
14 help from them as the landlord in their oversight of a multi-
15 use facility and a multi-use development.

16 So I think a lot of people who came to the Mill came with
17 a lot of enthusiasm and people would have these ideas and want
18 to do them. And as more tenants came, how did they operate?
19 How were they determined? How were they decided? What would
20 be permitted? What was allowable? And it was so organic that
21 it was creating a lot of logistical hurdles that were
22 impacting our business negatively and creating additional work
23 for myself and our staff.

24 Q. And you had some back and forth with Mr. Lewis on this
25 email that appears from, you know, the chain going up that it

1 Q. And is that to the best of your recollection?

2 A. Yes.

3 Q. The date of the meeting that came out of your email that
4 we just looked at at Plaintiffs' exhibit 20?

5 A. Yes.

6 Q. Okay. And if you will look down to the sort of bottom,
7 like, second half of that first page. There's a July 10, 2018
8 at 2:39 pm email from info@taylorsmillcommunity. Do you see
9 that? And it continues over onto the second page, right?

10 A. I do.

11 Q. Okay. And I believe that was info@taylorsmill.community
12 is typically Kari Walker, is that right?

13 A. Correct.

14 Q. And -- so what does this email represent to you, this
15 July 10, 2018 at 2:39 pm? Whose notes are those?

16 A. Those are Kari's notes from the meeting that was held.

17 Q. Okay. And under action items it's -- there's several
18 things. There's some, you know, bolded things, action items,
19 events policy, construction clause and exclusive use clause
20 for clarity, correct?

21 A. (Affirmative nod).

22 Q. Is that generally the topics that were discussed at this
23 meeting?

24 A. Yes, they are.

25 Q. And under action items I see you're mentioned first. It

1 says, Ashleigh will send plans and scope of work details for
2 phase 2, the new back door and pathway, the plan for using or
3 closing off the elevator shafts to Caleb, right?

4 A. Correct.

5 Q. Did you send plans to Taylors Mill Development following
6 this meeting?

7 A. We did.

8 Q. And then the next thing is Caleb will speak -- under
9 action items, Caleb will speak to the attorney about drafting
10 the construction addendum for leasing the door and pathway,
11 drafting scope of work agreement separate from the addendum
12 about the work to be done and who is to be responsible for
13 these costs and drafting a possible clarification to the
14 events exclusivity clause, correct?

15 A. Correct.

16 Q. Were the new -- the door and pathway pursued by Taylors
17 Mill Events?

18 A. No. They objected to having a door put in. And so we
19 removed those from the plans and did not pursue those.

20 Q. Okay. Was there any disagreement about who would be
21 responsible for the costs of phase 2 development at Taylors
22 Mill Events?

23 A. No.

24 Q. Who was responsible for those costs?

25 A. Taylors Mill Events.

1 Q. Was that always the case?

2 A. It was.

3 Q. And if you flip over to where it says construction clause
4 on the second page of the email. Do you see that?

5 A. I do.

6 Q. It says, section 28 of the lease says that construction
7 specifications must be put in a separate agreement with
8 written approval, correct?

9 A. Correct.

10 Q. To your recollection does the lease say that in section
11 28?

12 A. No, it does not. It says that it -- I think my
13 understanding is that it has to be put into a separate
14 agreement and it has to be approved.

15 Q. Is there a requirement that it's in writing?

16 A. No, there is not.

17 Q. And let's look at what Ms. Walker says. She says, we
18 decided that this is a 2 part requirement. An addendum needs
19 to be added to the lease specifying the use of the back door
20 and pathway, correct?

21 A. Correct.

22 Q. And I believe you testified to this, but what was the end
23 result of the back door and pathway? Did that last in your
24 plans?

25 A. Kari said it was a violation of historic requirements for

1 Taylors Mill Development to stay on the historic register.

2 Q. To do a back door and pathway?

3 A. (Affirmative nod).

4 Q. And so what did Taylors Mill Events decide to do with
5 those items?

6 A. Eliminate them.

7 Q. And then it says, a separate scope of work agreement
8 needs to be made detailing the work to be done, new door
9 installed, pathway created, fire alarm extended, and who's
10 responsible for the cost of that work, correct?

11 A. Correct.

12 Q. And so we're -- the door and the pathway -- for these
13 items, did any of that still go forward? Or was planned to go
14 forward?

15 A. No. We had already done some of the -- kind of the
16 plumbing, if you will, for the fire alarm in the back of the
17 building. And it had to be connected.

18 Q. So to your understanding, was there anything left to do
19 with regard to the items listed in number 2?

20 A. No.

21 Q. If you will look at tab 22, please. Mrs. Black, this is
22 Plaintiffs' exhibit, tab 22, goes from Plaintiff 01155 through
23 1165. It is an email with a pdf attachment, correct?

24 A. Correct.

25 Q. Is this a document you recognize?

1 A. I do.

2 Q. And is this an email and attachment that you sent?

3 A. It is.

4 **MS. BLACK:** Your Honor, we would like to have Plaintiffs'
5 exhibit 22 admitted into evidence.

6 **MR. McCARRELL:** No objection, Your Honor.

7 **THE COURT:** All right. So admitted.

8 (Whereupon Plaintiffs' exhibit 22 was admitted into
9 evidence)

10 Q. Mrs. Black, you were sending this email to
11 alex@taylorsmill.community, correct?

12 A. Correct.

13 Q. Is that Mr. Reynolds?

14 A. Yes.

15 Q. And you say, hi, Alex. Please find attached the permit
16 set sent to the County and let me know if you need anything
17 else, correct?

18 A. Correct.

19 Q. And you also say there was nothing planned for the
20 stairwells?

21 A. Yes.

22 Q. Following -- when you say the permit set sent to the
23 County, what does that refer to?

24 A. That we had submitted the plans to the County for
25 permitting.

1 Q. Did you receive any further questions or feedback from
2 Taylors Mill Development on this?

3 A. No, not for a while.

4 Q. Not for a while?

5 A. Not for a while.

6 Q. When was a while?

7 A. Months. When was this?

8 Q. I believe the date on this document is July 13th, 2018.

9 A. I don't think we -- I don't believe that we heard
10 anything back about construction until December, maybe, of
11 2018. But then it really picked up in 2019, like in the early
12 part of the year.

13 Q. And did -- to your knowledge, by the time these plans
14 that we're looking at in Plaintiffs' exhibit 22 were sent to
15 Taylors Mill Development, Mr. Reynolds, had the issues that
16 had been expressed to you from Taylors Mill Development about
17 any concerns they had with those plans, had they been
18 resolved, or eliminated or dealt with on your end?

19 A. To my knowledge, yes.

20 Q. Was there anything left to do that was of -- that you
21 understood to be of concern to Taylors Mill Development?

22 A. No.

23 Q. Mrs. Black, you testified just a little while ago about,
24 and we looked at it in Plaintiffs' exhibit 21, it's already
25 been admitted. There was a discussion about -- and we did not

1 focus on this when we looked at it a minute ago. But there's
2 a mention in Plaintiffs' exhibit 21 in Ms. Walker's notes that
3 Alex will work with both parties to clarify and expand events
4 policies and guidelines for events at Taylors Mill, correct?

5 A. Correct.

6 Q. And you testified earlier about that process and the
7 work-product that came out of it, correct?

8 A. Correct.

9 Q. And did you understand at any time while you were working
10 on that events policy with Mr. Reynolds that the events policy
11 and the phase 2 were connected in any way?

12 A. No.

13 Q. Was that events policy that is, for reference, that is
14 Plaintiffs' exhibit 28, it's one of the attachments, was that
15 ever implemented?

16 A. No, it was not.

17 Q. And what was the result of that non-implementation on
18 relations between Taylors Mill Events on the one hand and with
19 Taylors Mill Development and other tenants at the Mill on the
20 other?

21 A. I think things just really hit a new low. And rather
22 than become more engaged, Taylors Mill Development almost
23 disappeared. We stopped having tenant meetings. The calendar
24 that had all of the events posted on them stopped being
25 updated. The common use process for announcing events came to

1 a stop.

2 So people would have events. And you would just show up
3 and there would be an event going on, and you wouldn't know
4 about it. And you would have an event. And then, I think, it
5 just soured a lot of relations between the tenants. And that
6 it was portrayed as we were holding it up and we were the
7 cause why other people could not run their business.

8 Q. As fall 2018 starts, what is going on with the phase 2
9 construction?

10 A. We were moving forward with construction and things were
11 progressing. They were on schedule.

12 Q. To your knowledge was Taylors Mill Development aware that
13 you were doing construction on phase 2?

14 A. Yes.

15 Q. What is the source of your understanding that Taylors
16 Mill Development was aware of this?

17 A. They had been in the space. There were construction
18 trucks out front. Their office is next door. We share a
19 wall. I mean, there was construction taking place. It was
20 very busy.

21 Q. And when approximately did this -- did the construction
22 start?

23 A. I don't know if I have a certain date. It was in the
24 fall. I don't know if I have a set date.

25 Q. That's all right.

1 A. Okay.

2 Q. It was -- is fall 2018 your best recollection of when
3 that construction started?

4 A. Yeah.

5 Q. And what kinds of work was being done?

6 A. Drywall, electrical, painting, floor, some of the old
7 wooden floors in the back were being restored, things like
8 that.

9 Q. Was Taylors Mill Events trying to hide anything going on?

10 A. No.

11 Q. Did you feel like it was pretty obvious that construction
12 was taking place in your leased premises?

13 A. Yes.

14 Q. And did you understand that you had permission to do that
15 work that was beginning in the fall of 2018?

16 A. Yes.

17 Q. What was the source of that permission as you understood
18 it?

19 A. Just the evolution of the conversations, the previous
20 manner in which approvals and conversations took place. They
21 were not out of keeping with any other activities or
22 processes.

23 **MS. BLACK:** Your Honor, I'm looking at the clock. I'm at
24 probably a logical stopping point. If you would like to take
25 a break, I think we might be in a logical place.

1 that and back up. What markings, if any, were in this area?

2 A. It said loading only on it.

3 Q. And what occurred in that space?

4 A. All deliveries when we were setting up or breaking down
5 rental items, when there was an event and you had the caterers
6 come in, the florists come in, the photographers,
7 videographers, DJs, all of the different vendors as well as
8 families loading, unloading items for events whether it was
9 weddings, corporate, what have you, festivals. You know, if
10 you have vendors, they have all their booth materials and
11 items for sale that they have to bring into the building.

12 Q. And I believe you've alluded to that folks began parking
13 in that loading only zone ---

14 A. They did.

15 Q. --- at some point?

16 A. They did.

17 Q. If you'll look at tab 34, please. This is an email,
18 Bates number TMD 2265. Mrs. Black, is this an email that you
19 are a part of?

20 A. It is.

21 Q. Do you recognize this document?

22 A. I do.

23 **MS. BLACK:** Your Honor, I'd like to move Plaintiffs'
24 exhibit 34 into evidence.

25 **THE COURT:** Objections?

1 **MR. MCCARRELL:** Your Honor, I do object. To the extent
2 of this, they appear to be going down a road talking about
3 parking, which I think is something that's already been
4 resolved, talking about phase 2 construction in this case. So
5 I would object on relevancy ground, Your Honor.

6 **THE COURT:** Okay. All right. I'll overrule. I think it
7 goes to the overall situation at the -- on the premises. So
8 for that reason and that exclusive reason only, I will admit
9 it over objection.

10 **MS. BLACK:** Thank you, Your Honor. That's why we're
11 seeking to have it.

12 **THE COURT:** I told you before we started I kind of knew
13 where you'd be going, right?

14 **MS. BLACK:** You did.

15 **THE COURT:** Yeah.

16 **MS. BLACK:** You did.

17 **THE COURT:** How Nostradamus of you.

18 **MS. BLACK:** Yes, sir.

19 (Laughter)

20 (Whereupon Plaintiffs' exhibit 34 was admitted into
21 evidence)

22 **Direct Examination by Ms. Black Continued:**

23 Q. Mrs. Black, can you explain the circumstances of this --
24 of this email exchange?

25 A. For a period of time Ms. Walker was parking directly in

1 the middle of the loading zone right at the base of the
2 stairwell. So it was just blocking the entrance to the space.
3 And it had lasted for several days and was becoming more
4 frequent.

5 And so I finally sent an email. First it just was, hey,
6 we have a delivery, or, hey, we have an event, or, hey, we
7 have some unloading, kind of could you -- could you, please,
8 move your car. And I would try to give it time. But then it
9 appeared to be just a more targeted activity.

10 Q. And what do you mean by a targeted activity?

11 A. Well, there were often numerous other spots available in
12 the parking lot that could have been selected.

13 Q. And what was your takeaway from this activity as you
14 understood it?

15 A. That it was on purpose.

16 Q. And this email that we just looked at, Plaintiffs' 34,
17 that is January 29th, 2019, is that right?

18 A. It is.

19 Q. Now, Mrs. Black, we've been talking about phase 2 and the
20 stop work directive that was given to Taylors Mill Events.
21 And I don't mean to -- I'm just trying to orient us with where
22 we are in the timeline.

23 Are you aware of a directive from Taylors Mill
24 Development to Taylors Mill Events to cease construction work
25 in phase 2?

1 A. I am.

2 Q. And what were the circumstances of that directive as you
3 understood them?

4 A. That happened in February. I think tensions had been
5 building. And where I had thought that there were issues that
6 just needed to be resolved, but everything was a go, it became
7 apparent that this -- things were just increasing in
8 frequency. And so it culminated into a stop work order from
9 TMD in early February, I believe.

10 Q. And what were the construction circumstances -- what was
11 going on in the construction at the time that that stop work
12 directive was given?

13 A. I think it was right -- most of it had been done. But it
14 was right at the time that we were trying to fix -- the floor
15 in the back is uneven. And it's a liability. It creates a
16 tripping hazard. And then we wanted to connect the plumbing
17 for the wash-up sink.

18 Q. And were you greatly involved in sort of the everyday
19 construction going on -- goings on for phase 2?

20 A. No.

21 Q. Who was primarily responsible for that day-to-day
22 construction, whatever's going on with the construction on
23 behalf of Taylors Mill Events?

24 A. That was Lawrence Black and Kevin Duckworth, our
25 contractor.

1 Q. Okay. And when this stop work directive came down, what
2 was your involvement with interactions with Taylors Mill
3 Development about that directive?

4 A. Really just trying to understand what the real issue was
5 and what was driving the directive as it did not seem to be
6 construction related.

7 Q. And did you come to a conclusion or some further thoughts
8 about what was driving that directive?

9 A. Initially I thought it was frustration about the
10 exclusivity clause and the addendum to the lease and the
11 tension that that was creating with other tenants. But as
12 time went on it shifted and it turned to a completely separate
13 entity to a neighboring property down the street.

14 Q. And what was that neighboring property?

15 A. Taylors Village.

16 Q. And what is your involvement with Taylors Village?

17 A. I'm not a part of Taylors Village.

18 Q. What is Mr. Black, Lawrence Black's -- does he have a
19 connection with Taylors Village?

20 A. He's the managing member.

21 Q. And did you have any involvement with the issues that
22 involved Taylors Village and Taylors Mill Development?

23 A. No, I did not, nor did Taylors Mill Events.

24 Q. If you would, please, turn to tab 38. And tell me when
25 you're there.

1 A. I am.

2 **MS. BLACK:** Your Honor, we'd like to move Plaintiffs'
3 exhibit 40 into evidence.

4 **MR. MCCARRELL:** No objection, Your Honor.

5 **THE COURT:** All right. Same admitted.

6 (Whereupon Plaintiffs' exhibit 40 was admitted into
7 evidence)

8 Q. Mrs. Black, I'd like to call your attention to the email
9 on February 27th, 2019 from Mr. Lewis. Do you see that email?

10 A. I do.

11 Q. And he says, we've been reviewing the proposed phase 2
12 construction, and there are a few items we need to address.
13 This is not an exhaustive list, but the following issues are
14 currently under review. And he names four issues, correct?

15 A. Correct.

16 Q. What was your reaction to this email?

17 A. Well, frustration up-front. But these are issues that
18 were not raised -- they weren't raised previously. And some
19 of them were problems that were squarely on the shoulders of
20 TMD that were being pushed onto TME with the statement that
21 they're good problems to have, but not an additional expense
22 that we can take on right now. But that we could, you know,
23 we can rent you the space and operate the space, but you can't
24 use it the way that it's intended because we can't afford it
25 right now.

1 And then, you know, and this is after, you know, we're
2 paying for these upfits ourselves. And so the more structural
3 issues with their property that they could not do the bare
4 minimum to keep those up to date so that tenants they had made
5 obligations to could effectively utilize their spaces was
6 extraordinarily frustrating to receive a year later after
7 submitting plans that had already been agreed to in 2016.

8 And then it adds in new items, the fire alarm panel. You
9 know we did our own research on the estimate of 10,000 that's
10 listed. It was not what we found to be the case in talking
11 with our contractor and reaching out to someone and that that
12 could have been handled a completely different way and wasn't
13 reflective of the cost.

14 And then it, for the very first time, enters in a
15 neighboring property that has nothing to do with our lease and
16 the relationship of lessor and lessee.

17 Q. And of these four enumerated issues that Mr. Lewis puts
18 in his email on February 27, which of those addresses the
19 neighboring property issue? One, two, three or four?

20 A. The last one, four.

21 Q. Four? So on one, two and three do those -- were those
22 items things that were or could have been addressed in the
23 plan -- in the earlier plans that you had started submitting
24 back in May of 2018?

25 A. They have no bearing on the plans. I mean, this is a

1 completely separate property.

2 Q. On four. How about items one, two and three? Talking
3 about ---

4 A. Well, yeah.

5 Q. --- fire alarm ---

6 A. Of course.

7 Q. So are these new issues in February of 2019 or are they
8 issues that could have been raised back in the spring and
9 summer of 2018?

10 A. What we had sent to them when we met is for those things
11 that you find to be an issue, we'll remove them and move
12 forward with a smaller plan that still allows us to reach our
13 goal and begin recouping the investment that's been made to
14 realize the business plan.

15 These were new, in particular the occupancy. And the
16 electrical usage lift station. We weren't on the lift
17 station. So some of these are not even accurate.

18 Q. And when you talk about the total occupancy here, which
19 is, I think Mr. Lewis' paragraph 2, you write back up at the
20 top three days later, you say, please find attached an updated
21 schematic, noting no additional exterior doors, bathrooms, or
22 an increase in occupancy alleviating the concerns noted in
23 points 2 and 3, correct?

24 A. Correct.

25 Q. In your mind and your understanding had you alleviated

1 points 2 and 3 ---

2 A. Yes.

3 Q. --- that were raised below? And then you also discuss in
4 your email back of March 5th, regarding the fire alarm, we'd
5 like to set a meeting to better understand the costs, right?

6 A. Correct.

7 Q. And did that take place?

8 A. No.

9 Q. Why not?

10 A. Mr. Lewis never responded.

11 Q. And then your final kind of full paragraph there says,
12 thanks for sharing the other points of interest for issues
13 between the two developments. I would like to request
14 separating all development issues that do not pertain to the
15 upfit or our -- or our lease. Lawrence is happy to work with
16 you on these separately, correct?

17 A. Correct.

18 Q. Did you -- there's a schematic attached to exhibit 40 as
19 an attachment. Do you see that?

20 A. I do.

21 Q. Did you receive any feedback from Mr. Lewis regarding
22 that schematic?

23 A. No.

24 Q. If you will turn to tab 41, please. Is this an email
25 exchange or an email chain that you recognize?

1 A. I do.

2 Q. It begins Plaintiff 00088. Are you a participant in this
3 email exchange?

4 A. I am.

5 **MS. BLACK:** Your Honor, we'd like to move Plaintiffs' 41
6 into evidence.

7 **THE COURT:** Objection?

8 **MR. McCARRELL:** No objection, Your Honor.

9 **THE COURT:** All right. So admitted.

10 (Whereupon Plaintiffs' exhibit 41 was admitted into
11 evidence)

12 Q. Mrs. Black, I'd like to call your attention to your email
13 that's on the first page. Actually, let's start with the
14 second page, kind of moving back in time. This is Plaintiff
15 89. And there's a -- on that second page there's an email at
16 the bottom, March 7th, from Mr. Lewis. You write back March
17 11th on the fire alarm issue. Do you see that?

18 A. I do.

19 Q. Did you hear anything further from Mr. Lewis?

20 A. No.

21 Q. On that fire alarm issue?

22 A. No.

23 Q. And then flipping to the first page, Mr. Lewis' email of
24 March 14th. And Mr. Lewis' email to you and Lawrence that
25 talks about -- it looks like there are three bullet pointed

1 issues that he raises, correct?

2 A. (Affirmative nod).

3 Q. What, if anything, do any of those issues have to do with
4 the leased premises?

5 A. Nothing.

6 Q. What do they have to do with?

7 A. The adjacent property.

8 Q. If you look at your email right below that, also on March
9 14th, sort of the middle of the page on the first page. You
10 pose a question, Caleb, is there any update on fire or any
11 outstanding issues on the build-out? Do you see that?

12 A. Yes.

13 Q. Does Mr. Lewis' response address the fire or any
14 outstanding issues on the build-out?

15 A. No.

16 Q. If you'll go to tab 44, please. Is this an email chain
17 that you recognize?

18 A. It is.

19 Q. And it begins at Plaintiff 00758. And are you a
20 participant in this email chain?

21 A. I am.

22 **MS. BLACK:** Your Honor, we'd like to have Plaintiffs' 44
23 admitted into evidence.

24 **THE COURT:** Objections?

25 **MR. McCARRELL:** No objection, Your Honor.

1 **THE COURT:** All right. So admitted.

2 (Whereupon Plaintiffs' exhibit 44 was admitted into
3 evidence)

4 Q. Mrs. Black, I'd like to call your attention to the -- Mr.
5 Lewis' email of March 20th that is at -- the latest email in
6 this chain, the most recent. And he has an item number 1. Do
7 you see that?

8 A. Yes.

9 Q. He writes, we have made clear that any approval of phase
10 2, which has never been approved before, is contingent on
11 resolving other issues as set forth in my March 14 email, the
12 fire and water pit, the western docks, the sewer lift station.
13 Please provide your proposal on resolving these issues,
14 correct?

15 A. Correct.

16 Q. Are any of the items listed in 1, which is addressing
17 itself to approval of phase 2, do any of those items have
18 anything to do with the lease or the premises at issue in this
19 case?

20 A. No.

21 Q. Does it have anything to do with the phase 2 work?

22 A. No.

23 Q. Mrs. Black, you spoke -- you testified just a little
24 while ago about some escalating tensions with parking and dock
25 3, right?

1 A. Correct.

2 Q. Are you familiar with what occurred with the loading zone
3 outside the Southern Bleachery premises in March, mid-March of
4 2019?

5 A. I am.

6 Q. What happened?

7 A. They were painted over and eliminated.

8 Q. If you will turn, please, to tab 49. Is this -- this is
9 a photograph Bates labeled Plaintiff 05631. Do you see that?

10 A. I do.

11 Q. Do you recognize this photo?

12 A. I do.

13 Q. Do you know the circumstances of when this photo was
14 taken and who took the photo?

15 A. I believe staff took it and sent it to me because I was
16 out of town for my son's first birthday.

17 Q. Okay. Does it accurately -- are you in this parking lot
18 every day?

19 A. Close to it.

20 Q. Close to it. Fair enough. Does this accurately reflect
21 the conditions of the parking area in front of Southern
22 Bleachery when the striping or when it was painted over?

23 A. Yes.

24 **MS. BLACK:** Your Honor, we'd like to have Plaintiffs'
25 exhibit 49 admitted into evidence.

1 **THE COURT:** Objection?

2 **MR. McCARRELL:** No objection, Your Honor.

3 **THE COURT:** All right. So admitted.

4 (Whereupon Plaintiffs' exhibit 49 was admitted into
5 evidence)

6 Q. Mrs. Black, can you identify in this photo where the
7 loading only zone was?

8 A. The darker area of the pavement where the three cars are,
9 the -- maybe -- yeah, it looks like an Audi, a Pathfinder and
10 one other right in front of the Southern Bleachery sign.

11 Q. Two white SUVs and a dark SUV?

12 A. Yes, ma'am.

13 Q. Okay. And what -- was this okay or was this problematic
14 for Taylors Mill Events?

15 A. I think it's problematic for everybody. In a multi-use
16 facility with numerous tenants, to eliminate a loading zone
17 that has large scale events on a frequent basis, when you have
18 multiple vendors needing to get in and set up on a schedule
19 and then also load out on a schedule, the only place for them
20 to leave their vehicles are in other spots, which at that time
21 were becoming more and more scarce. But they also have
22 oversized box trucks, especially the catering folks.

23 And so as a result, they leave their cars in the street,
24 which means none of the other cars can get by for the other
25 businesses or they put them in handicap spots, which is also

1 not the best use of the handicap spots or the intended use.
2 So they stop there, there's cars parked there, the owners come
3 out to get in their cars, they're boxed in by caterers, or
4 florists, or DJs who are on a time crunch to get in, get set
5 up and get things going. They want them to move. They want
6 to unload. You know, you could just watch this entire
7 logistical nightmare unfold while you're trying to operate an
8 event indoors.

9 And then you have other tenants complaining. You have
10 patrons complaining. You have vendors complaining. And it
11 leads to a negative experience and delays events and creates
12 additional burdens on staff.

13 Q. If you will turn with me to tab 45, please. This is
14 Plaintiff 02587. Is this an email you recognize?

15 A. I do.

16 Q. And you were the sender of this email, correct?

17 A. Yes.

18 **MS. BLACK:** Your Honor, we would ask that Plaintiffs' 45
19 be admitted into evidence.

20 **MR. McCARRELL:** No objection.

21 **THE COURT:** All right. So admitted.

22 (Whereupon Plaintiffs' exhibit 45 was admitted into
23 evidence)

24 Q. Mrs. Black, this is an email dated March 22nd, 2019,
25 correct? March 22nd. Okay.

1 A. (Affirmative nod).

2 Q. And just put in the time-frame for us, what is going on
3 with the phase 2 communications you were receiving in this
4 time-frame from Taylors Mill Development?

5 A. They have all shifted to Taylors Village issues. And
6 this is -- I think it's just two or three days later, but I
7 was alerting TMD that we had an event with 170 people taking
8 place the next day. And I was asking for guidance and also
9 putting forth a temporary resolution.

10 Q. And you express in this email some of the issues that you
11 just testified to about the logistics, is that right?

12 A. Correct.

13 Q. And what was the response to this email, if you recall?

14 A. That the loading zone could be coned off, but that it
15 could only happen during events. At that moment it was better
16 to avert a full logistical headache and negatively impact the
17 event as was a full scale change from what the client was
18 anticipating and what also vendors had come to expect when
19 utilizing the space.

20 Q. To your knowledge -- well, let me back up. To your
21 understanding why did -- and Taylors Mill Development is the
22 one that removed the loading only and put parking stripes in
23 there, is that right?

24 A. Correct.

25 Q. Do you have an understanding as to why that was done?

1 A. What was the exhibit that you previously referenced?

2 Q. Was it the photo or the ---

3 A. The ---

4 Q. --- phase 2 email?

5 A. Yeah, the previous one from ---

6 Q. Let's look at 44. And I'll ask if that helps orient you
7 to what you're thinking.

8 (Pause)

9 A. No. Maybe it was the one right before that. I'm sorry.

10 The reference in the email exchange is that Caleb says is
11 one -- is one spot not enough, because I would be willing to
12 trade you spots if you will make concessions on the other
13 property. So in my mind it was directly using his leverage
14 and position as a landlord to pull out concessions for a non-
15 related property and when she was having challenges.

16 Q. To your knowledge, Mrs. Black, did TMD or Taylors Mill
17 Development ever articulate any concern to the substance of
18 the phase 2 work ---

19 A. No.

20 Q. --- after about mid-March of 2019?

21 A. No.

22 Q. Did they -- were concerns expressed to you from Taylors
23 Mill Development with -- let me strike that. Let me start a
24 better question.

25 What was the focus of -- if there was -- what was the

1 focus of Taylors Mill Development issues that they linked with
2 phase 2 following mid-March of 2019?

3 A. Taylors Village.

4 Q. Mrs. Black, let's discuss the Taylors Mill business and
5 the impact of the -- well, has the stop work directive ever
6 been lifted by Taylors Mill Development?

7 A. It has not.

8 Q. So let's discuss your business at Taylors Mill Events and
9 the impact of the stop work directive that has not been
10 lifted. What can you do in your premises, in the premises
11 currently with regard to your business, the Taylors Mill
12 Events business? What goes on currently?

13 A. Larger scale events, predominantly weddings.

14 Q. And why is that -- it's primarily larger scale events
15 that you're able to do right now?

16 A. Because that is the space that is completely renovated.
17 There is an 8,000 square foot space that hosts large scale
18 events. So the way that the room is laid out, if you have,
19 once you fall below a certain number of people, the room is
20 enormous. And it is much less attractive for clients with
21 smaller guest counts. It is, you know, obviously -- clients
22 choose different things. And we pitch and try to sell
23 different things. But it's a natural fit for larger scale
24 events.

25 Q. And what was phase 2 designed to do?

1 A. So phase 2 is designed to bring on the food and beverage
2 and alcohol aspects of the business. And it was also going to
3 create some smaller areas that would allow us to better target
4 corporate clients and smaller classes, different types of
5 events. So really reach new markets and new clients and
6 create several different lines of business moving forward.

7 Q. You mentioned corporate events and some smaller events.
8 And you also mentioned large scale events and weddings.
9 Typically what days of the week do weddings and large scale
10 events like that take place at ---

11 A. On the weekends.

12 Q. What about corporate events and some of the smaller scale
13 items you were planning to offer in phase 2?

14 A. All through the week.

15 Q. As it stands now, how much of the 16,000 square feet of
16 the leased premises can Taylors Mill Events really use?

17 A. For events, the majority of it is in the front space. So
18 you have some vendors in the back, you have some set up in
19 that context, storage, but it did not allow us to meet in any
20 intended way the types of events and the scale at which we
21 were planning.

22 Q. Was that -- compare to where you are now to what your
23 expectation was when the lease was entered into in 2015.

24 A. I think that we've been hamstrung into a wedding venue.
25 And that was not at all the intent of the business plan. You

1 know, it was -- it started and caught on and grew quickly, but
2 we had always thought that we would have a very large
3 corporate presence and that we would be able to do more
4 festivals, and smaller markets, and regional events and work
5 with Visit Greenville South Carolina and some of your more
6 local community events. And so we really had that scale
7 dramatically reduced.

8 Q. And you had mentioned earlier in your testimony that
9 Lawrence was kind of doing more of the construction stuff for
10 Taylors Mill Events for phase 2, is that right?

11 A. Correct.

12 Q. What role did Lawrence play at Taylors Mill Events?

13 A. I handle more of the operations. And Lawrence engages in
14 more of the accounting, financial, legal, admin. You know,
15 with his background and experience, that's a natural fit for
16 him. And then I handled more of the operations, client
17 relations, contracts, events.

18 Q. Does Lawrence have a formal title with Taylors Mill
19 Events?

20 A. No.

21 Q. But is he -- can he sign checks for Taylors Mill Events
22 ---

23 A. Oh, yes.

24 Q. --- and ---

25 A. Of course.

1 don't want to air your dirty laundry, you don't come to court.
2 But once you come to court and you admit something, your dirty
3 laundry is open for anyone in the world to see. So if you
4 don't want it seen, don't admit it.

5 **MS. BLACK:** Okay. May I take a second to ---

6 **THE COURT:** Sure.

7 **MS. BLACK:** --- to confer with them?

8 **THE COURT:** Absolutely. Absolutely.

9 **MS. BLACK:** Okay.

10 **THE COURT:** Yeah.

11 (Pause)

12 **MS. BLACK:** Your Honor, I think we are going to discuss
13 this, but not seek to admit it.

14 **THE COURT:** Fair enough.

15 **MS. BLACK:** Thank you.

16 **Direct Examination by Ms. Black Continued:**

17 Q. Mrs. Black, at tab 51, is this a typical -- is this sort
18 of a contract of the type that you -- that Taylors Mill Events
19 entered into regularly?

20 A. It is.

21 Q. And to your knowledge, you know, how many of these has
22 Taylors Mill Events entered into over the course of its
23 existence?

24 A. Somewhere around three to 400.

25 Q. And do your contracts typically follow the rate schedule

1 range of what we would see a lot of.

2 Q. Is it fair to say that of those events that you just
3 described that those could have a wide range ---

4 A. Oh, yeah.

5 Q. --- of attendance numbers?

6 A. Sure.

7 Q. Okay. And how about -- I understand that another input
8 provided to Dr. Gilstrap was the number of events per year in
9 phase 1. And by that I mean events per year taking place in
10 the already finished space that has been put into use for the
11 last few years.

12 A. Um-hum (affirmative).

13 Q. Did you provide information on that input to Dr.
14 Gilstrap?

15 A. We did.

16 Q. And what was that number that you developed to ask Dr.
17 Gilstrap to use as an input there?

18 A. I think that one was 108.

19 Q. Okay. And how was that number developed?

20 A. We looked up the number of events we were having a year
21 over several years.

22 Q. Okay. And what did you -- and that was based on your --
23 what was that based on?

24 A. Just an average.

25 Q. Okay. And what information did you consult in coming up

1 with that number?

2 A. Our contracts.

3 Q. A contract like the one that we looked at that's not an
4 exhibit, but that we looked at a little while ago?

5 A. Yes, ma'am.

6 Q. Mrs. Black, I think those are all the questions I have
7 for you.

8 **MS. BLACK:** I would tender the witness to Defense
9 counsel. Thank you, Your Honor.

10 **Cross-examination by Mr. McCarrell:**

11 Q. Good afternoon, Mrs. Black. Mrs. Black, Taylors Mill
12 Events does mostly weddings, is that right?

13 A. Yes.

14 Q. You're not operating a restaurant or a bar, are you?

15 A. We are not currently able to in the leased premises.

16 Q. You are not a -- the tenant of Taylors Mill Development,
17 are you?

18 A. I'm not listed on the lease.

19 Q. And Taylors Mill Events is not the tenant of Taylors Mill
20 Development, correct?

21 A. I am listed as the tenant on the website, so I guess it
22 actually reverts to what document you're referring to. If
23 you're strictly referring to the lease, I am not listed on the
24 lease.

25 Q. Okay. You own a hundred percent of Taylors Mill Events,

1 is that right?

2 A. Correct.

3 Q. And was Taylors Mill Events formed on November 12th,
4 2015? Is that right?

5 A. Sounds right.

6 Q. Can you take a look -- there's another binder up there.
7 It's a black binder to your left. And I'll probably be going
8 back to the white binder as well, so, I mean, keep them both.

9 A. Of course.

10 Q. And could you turn to tab 36. And is that a document
11 that you're familiar with?

12 A. Yes. This is from the Secretary of State.

13 Q. Okay. And it's the Articles of Organization for Taylors
14 Mill Events, LLC, is that right?

15 A. Correct.

16 Q. All right.

17 **MR. McCARRELL:** Your Honor, at this time I'd move that
18 Defendant's exhibit 36 be admitted into evidence.

19 **THE COURT:** Objections?

20 **MS. BLACK:** No, sir.

21 **THE COURT:** So admitted.

22 (Whereupon Defendant's exhibit 36 was admitted into
23 evidence)

24 Q. And, Mrs. Black, can you tell me in the upper right hand
25 corner what the filing date of the Articles of Organization

1 A. To the email?

2 Q. To the email, yes. Thank you. When Mr. Lewis
3 transmitted these two documents to you, he said, attached are
4 the exclusivity clause & policies Ashleigh and Alex worked on,
5 as well as an amendment to the Southern Bleachery lease that
6 ties everything together, is that right?

7 A. Yes, that is what it says.

8 Q. Okay. So going back to this draft amendment. If you
9 look at the opening paragraph, the parties to this amendment
10 are Taylors Mill Development, LLC, and Lawrence Black doing
11 business as Southern Bleachery, is that right?

12 A. Yes.

13 Q. And if you go to the last page, the proposed signatory
14 there is Lawrence Black doing business as Southern Bleachery,
15 is that right?

16 A. It is.

17 Q. And this lease amendment was never signed, was it?

18 A. Correct.

19 Q. Okay. While we're on this exhibit, let's turn to page 2
20 of this proposed lease amendment. You see paragraph 3 there?

21 A. I do.

22 Q. And it says paragraph 28, talking about of the lease,
23 shall be deleted and replaced in its entirety the following.

24 And do you see the second paragraph there that says in
25 compliance with the foregoing?

1 A. I do.

2 Q. It says, in compliance with the foregoing, lessor hereby
3 provides its written consent to lessee to make the alterations
4 to the premises in suite PW2100 known as phase 2 as outlined
5 in construction documents titled renovations to 250 Mill St.
6 #102, Greenville, South Carolina, 29687 by David Mather Butler
7 Architect provided by lessee to lessor on July 13th of 2018
8 including the additions to exterior areas outlined therein, is
9 that right?

10 A. Yes.

11 Q. Okay. So this lease amendment would have approved phase
12 2 construction, is that right?

13 A. With other clauses, correct.

14 Q. Okay. But, again, it was never signed, right?

15 A. Correct.

16 Q. Okay. And going back to the email of Plaintiffs' exhibit
17 28, it's dated August 28, 2018, right?

18 A. It is.

19 Q. Okay. So you knew in August of 2018 that phase 2 of
20 construction was not approved, right?

21 A. No, I didn't look at it that way.

22 Q. So you didn't read a proposed agreement that was never
23 signed that would have approved phase 2 construction to mean
24 that it was not ever approved?

25 A. No. I think at that time my interpretation was that Mr.

1 Lawrence. Do you see that?

2 A. The May 17th at 11:45 or 11:28?

3 Q. 11:28.

4 A. Yes.

5 Q. And Mr. Lewis says, we would like to make sure none of
6 the current utilities, plumbing along the ceiling mainly, are
7 altered without our permission, right?

8 A. Yes.

9 Q. And he says, there are a few red flags on the exterior
10 plans. We will contact our architect and engineer to see if
11 they share our concerns, right?

12 A. Yes.

13 Q. So Mr. Lewis wasn't approving phase 2 construction in
14 this email, correct?

15 A. Mr. Lewis was looking at the wrong set of plans in that
16 email, which is what I wrote back.

17 Q. But this email doesn't approve phase 2 construction, does
18 it?

19 A. My understanding of the phase 2 construction was approved
20 when we submitted the plans in 2016, and based off of my
21 dealings with Taylors Mill Development, this was a perfunctory
22 issue that did not require approval.

23 Q. Okay. But you did send him the plans to be -- for the
24 landlord to review, correct?

25 A. I did send him the plans to look over and noted what I

1 be effective, right?

2 A. I said to find an agreeable clarification of our lease
3 that will allow you to craft an events and common area usage
4 policy -- yes. So when we had met -- wait. What is the date
5 of that?

6 Q. July 2nd, 2018.

7 A. Yes. Yes. I don't think we ever ---

8 Q. Okay.

9 A. --- found one.

10 Q. If you could, flip to -- over to Plaintiffs' exhibit 21
11 with me. I believe Plaintiffs' counsel asked you about this
12 July 10, 2018 email from Ms. Walker, correct?

13 A. Yes.

14 Q. And so the July 10th email was after Plaintiffs' exhibit
15 20 when you said you were going to -- you were looking forward
16 to finding an agreeable clarification of the lease, right?

17 A. Yes.

18 Q. And so the first action item is Ashleigh will send plans
19 and scope of work detail for phase 2, the new back door
20 pathway and the plan for using or closing off the elevator
21 shafts to Caleb, right?

22 A. Yes.

23 Q. Okay. So on July 10th, 2018 phase 2 had not been
24 approved, right?

25 A. I understood that those were the issues, and we were

1 meeting them, and working through them, and that it was fine
2 to proceed.

3 Q. So they told you at the July 10th, 2018 meeting that it
4 was fine to proceed?

5 A. No. I said I believed that based on the way that we had
6 interacted and based on the previous approval in 2016 that
7 they would say, hey, we need this. And I would say, okay,
8 here you go. Okay, hey, we need this. Okay, here you go.
9 Hey, we need this. Okay, here you go. And that it was
10 informal. And that was how I was proceeding.

11 Q. Okay. Well, let's turn to page -- to Plaintiffs' exhibit
12 21. You see the section entitled construction clause, right?

13 A. Yes.

14 Q. It says, section 28 of the lease says that construction
15 specifications must be put in a separate agreement with
16 written approval, right?

17 A. Yes.

18 Q. Okay. So that wasn't a handshake deal, that was written,
19 right?

20 A. Yes. And -- well, go ahead with your question.

21 Q. Nope, that was my question.

22 A. Okay.

23 Q. And there was never any separate agreement put in
24 writing, was there?

25 A. The separate agreement that -- my understanding was that

1 was if we were doing the additional work that included the
2 exterior stuff, that if we had the back door and the pathway.
3 And when we removed those, I did not think that those --
4 wanted it anymore.

5 Q. Okay. So you just decided if you were going to not do
6 the door, you could charge forward with the construction?

7 A. Yes. I felt that those were only related to those new
8 pieces of business.

9 Q. Let's keep going in order here, Plaintiffs' exhibit 22.
10 So this is an email from you to Alex Reynolds dated July 13th,
11 2018, right?

12 A. It is.

13 Q. Okay. So three days after the meeting you had with Ms.
14 Walker and Mr. Lewis?

15 A. Correct.

16 Q. And Mr. Reynolds wasn't at that meeting, was he?

17 A. No, he was not.

18 Q. But you sent these plans to Alex rather than Caleb or
19 Kari, right?

20 A. I believe that is what I was asked to do. I was asked to
21 follow up on all these activities with Alex.

22 Q. By whom?

23 A. It says ---

24 Q. Who asked you to do that?

25 A. In this email, in the meeting that I would work with Alex

1 Plaintiffs' exhibit 38.

2 A. Yes.

3 Q. If you could, turn with me to the second page of 38. And
4 if you see towards the bottom there's an email from Caleb
5 Lewis dated February 15th of 2019. Do you see that? At 9:15
6 am?

7 A. Yes, I do.

8 Q. Okay. And Caleb says, Kari let me know you had an
9 engineer confirm that, right?

10 A. That's what it says.

11 Q. Okay. And he's talking about whether this drain that you
12 plan to pour concrete down was an active drain or not, right?

13 A. Yes.

14 Q. And going back to the first page of Plaintiffs' exhibit
15 38 in the middle of the page there's an email from Mr. Lewis
16 dated February 20th, 2019. And he says, please forward the
17 information from the engineer, and we can add that to our
18 file, right?

19 A. Yes.

20 Q. Okay. But you never provided any information from an
21 engineer about the drains, did you?

22 A. That email, I believe, was to Lawrence. And I was not
23 managing that part of the construction. So I would follow up
24 with him on that. I think I come into that conversation if he
25 was able to connect with a plumber that he had offered to have

1 come look at it. And he responded with, no, can you have your
2 engineer come look at it? So I wasn't -- I don't know if I
3 was on the earlier email or if an engineer came by and looked
4 at it on our end.

5 Q. Okay. Well, the email right below that, February 20th,
6 2019 at 12:45 pm you wrote, right?

7 A. Yes.

8 Q. And the one right after that he asked you for the
9 information from the engineer. It's directed -- it's replying
10 to your email.

11 A. It says -- on the 15th?

12 Q. No, ma'am. I'm still looking at the first page of
13 Plaintiffs' exhibit 38.

14 A. The first page that I -- yeah, I'm attached to that one
15 to -- from Kevin.

16 Q. Right.

17 A. Yes.

18 Q. So at the top of the string you're on the email chain,
19 right?

20 A. Yes. So what I'm saying is I don't know if an engineer
21 came. That part of the conversation would have been Kevin and
22 Lawrence.

23 Q. So you don't know?

24 A. I do not know.

25 Q. But you see that Mr. Lewis asked for it twice, right?

1 A. Yes, I see he asked for it ---

2 Q. Okay.

3 A. --- twice. Yes, I do see that.

4 **MR. McCARRELL:** Your Honor, I'm not sure how much longer
5 I've got to go, but if you'd like to take a break, this might
6 be a good time.

7 **THE COURT:** So that sounds like somebody who wants to
8 take a break themselves. So let's take a short break. We'll
9 come back in in about 10 minutes, okay?

10 **MR. McCARRELL:** Thank you, Your Honor.

11 (Whereupon court was in recess at 4:04 pm)

12 (Whereupon court reconvened at 4:20 pm)

13 **THE COURT:** All right. Mr. McCarrell, you may continue,
14 sir.

15 **MR. McCARRELL:** Thank you, Your Honor.

16 **Cross-examination by Mr. McCarrell Continued:**

17 Q. Mrs. Black, if you could, go back to the black notebook
18 and turn to tab 15 for me. And this is an email from Lawrence
19 Black to you dated February 5th, 2019, is that right?

20 A. Yes, it is.

21 Q. Okay.

22 **MR. McCARRELL:** Your Honor, at this time I would move
23 that Defendant's exhibit 15 be admitted into evidence.

24 **THE COURT:** Any objections?

25 **MS. BLACK:** No objection, Your Honor.

1 A. No.

2 Q. Okay. At one point was Christy Stevens involved in
3 running QuickBooks?

4 A. She was checking payments and entering payments into
5 QuickBooks, yes.

6 Q. And Ms. Stevens is no longer an employee, is that right?

7 A. That's correct.

8 Q. Mrs. Black, can you turn with me to the black notebook.
9 And going to tab 12. This is actually probably a copy of an
10 email we may have seen a different version of before, but this
11 is an email from you to Mr. Lewis dated May 16th, 2018, is
12 that right?

13 A. It is.

14 Q. Okay.

15 **MR. McCARRELL:** And, Your Honor, at this time I'll move
16 that Defendant's exhibit 12 be moved into evidence.

17 **THE COURT:** Objections?

18 **MS. BLACK:** No, sir.

19 **THE COURT:** So admitted.

20 (Whereupon Defendant's exhibit 12 was admitted into
21 evidence)

22 Q. So, Mrs. Black, after you talk about the changes being
23 mostly -- or in the sentence talking about changes being
24 mostly cosmetic you say you're going to minimize the kitchen
25 to a prep area, correct?

1 A. Correct.

2 Q. Okay. So you weren't going to have a full kitchen,
3 right?

4 A. Right. We would not have installed the hood.

5 Q. Okay. And so with a prep area, that would not be a full
6 kitchen that provides full catering services, correct?

7 A. Correct.

8 Q. Okay. And, in fact, you wound up putting a kitchen in
9 the Taylors Village area, correct?

10 A. Taylors Village, you should probably direct that to
11 Taylors Village. I didn't put a kitchen in the Taylors
12 Village area.

13 Q. So you don't know anything about there being a kitchen
14 there?

15 A. I didn't say I didn't know. I said I didn't put it in
16 there.

17 Q. Okay. Taylors Mill Events has a lease with Taylors
18 Village, right?

19 A. But we did not build-out a kitchen there.

20 Q. Okay. Who did build-out a kitchen?

21 A. Taylors Village.

22 Q. Okay. And was that in the Taylors Mill Events' leased
23 space?

24 A. Junto leases that space.

25 Q. Okay. So Taylors Mill Events has access to the kitchen,

1 your plans for kitchen prep area. What were you, with phase
2 2, what were you planning that kitchen area or the food
3 preparation area to do and to be in phase 2?

4 A. To be able to serve food and beverage to the entire event
5 space.

6 Q. And what types of infrastructure would need to be put in,
7 maybe infrastructure is a bad word, but what sort of
8 improvements would need to go into that space to do what it is
9 that you envisioned doing in phase 2?

10 A. Various kitchen equipment, three compartment sinks, I
11 mean, some of the just typically required DHEC items, and ...

12 Q. What are those DHEC required items?

13 A. I would have to look at a list of them to know all -- I
14 mean, they had different requirements, ---

15 Q. Okay.

16 A. --- whether it's like temperature controlled foods or
17 non-temperature controlled foods, and what the different ones
18 are and what you're allowed to do with them. So there's a
19 checklist that you follow and ---

20 Q. And is that a regulated thing ---

21 A. Oh, yeah.

22 Q. --- by DHEC ---

23 A. Oh, yes.

24 Q. --- that would dictate what could be done depending on
25 what you want to do?

1 A. Yes.

2 Q. Okay. All right. Mrs. Black, thank you. I think those
3 are all the questions I have.

4 **THE COURT:** Okay. All right, Mrs. Black. You ---

5 A. Can I clarify one thing?

6 **THE COURT:** Yes, ma'am.

7 A. So, Mr. McCarrell, can we go back to your one question
8 that you asked me about accessing the kitchen?

9 **MR. MCCARRELL:** I'm afraid I'm not sure which question
10 you're talking about.

11 A. Okay. Well, that's fine. I just wanted to make sure
12 that I heard you correctly. So we can leave it there.

13 **THE COURT:** Okay. All right. Thank you.

14 A. All right. Thank you.

15 **THE COURT:** You can get off the stand while the getting's
16 good.

17 A. That's right.

18 **THE COURT:** Okay. All right. So if I'm not mistaken,
19 you've got three witnesses left? Is that correct?

20 **MS. BLACK:** I do, Your Honor.

21 **THE COURT:** So tomorrow morning hopefully we'll be able
22 to kind of kick off and go a little bit more quickly, right?
23 So let's start at nine. Let's get a good start at nine, all
24 right?

25 **MS. BLACK:** Yes, sir.

1 A. I am.

2 Q. To Ashleigh Black?

3 A. That's correct.

4 Q. Okay. How frequently do your professional paths cross?
5 Yours and Ashleigh's?

6 A. Quite a bit. We work together at Taylors Mill.

7 Q. Okay. And you mentioned Taylors Mill. What is Taylors
8 Mill?

9 A. Taylors Mill is, I guess, what we call now the former
10 Southern Bleachery and Print Works. It's a -- it was a 350
11 plus acre Bleachery Print Works textile mill.

12 Q. Okay. And what is your property -- what property
13 interest in Taylors Mill are you involved in and in what
14 capacity?

15 A. I've a leasehold on the space owned by Mr. Lewis, Taylors
16 Mill Development, which is about an 800,000 square foot multi-
17 building, part of the former Bleachery. And then I also have
18 an ownership interest, management role in the -- a different
19 part of the Mill, which is -- includes several outbuildings
20 and warehouses, filtration plants, et cetera.

21 Q. And what entity do you have that management interest
22 through?

23 A. Formerly Taylors Mill Properties. It's now Taylors
24 Village.

25 Q. Is that an LLC?

1 buildings. So we were, you know, from, you know, kind of
2 intrigued. And we visited the coffee shop, and I didn't want
3 to leave.

4 Q. Okay. And I think you mentioned this, but you were not
5 living here when you first encountered Taylors Mill, y'all
6 were just on a visit, right?

7 A. That's correct.

8 Q. Okay. And where were you living when you first
9 encountered Taylors Mill?

10 A. We were living in Arlington, Virginia.

11 Q. Okay. And when did you all move to South Carolina?

12 A. I believe this was winter, spring of 2015.

13 Q. Okay. And why did you move from the Washington, D.C.
14 area down to the upstate?

15 A. For the purpose of developing textile mills.

16 Q. Okay. And what did you envision doing in this
17 development or redevelopment of textile mills?

18 A. I had a lot of ideas and still do. I saw an awful lot of
19 potential for -- for small, kind of a new generation
20 manufacturing firms, light manufacturing, sort of different
21 areas. And I worked different regions, specialties.

22 In D.C. we did a lot at the national security, internet
23 security and related businesses. So there's a, you know, a
24 certain level of expertise. And in the upstate we have a
25 history of manufacturing.

1 So I think I saw it as, you know, the amount of space we
2 were looking at, these huge, huge spaces that were formerly
3 industrial uses. So we saw an opportunity to do what I was
4 doing in other areas, but more in the area of logistics and
5 manufacturing.

6 Q. How long have you been doing sort of a redevelopment of
7 old spaces in Washington, D.C.?

8 A. I was not -- I was an investor in different
9 redevelopments, but I wasn't a developer there. I was more on
10 the business and private equity side. But really my hands-on
11 redevelopment of mills began when we moved here.

12 Q. And is the Taylors Mill project the only sort of mill
13 redevelopment you have been involved in?

14 A. Yeah. Currently redeveloping Greer Mill in Greer. It's
15 a 300,000 square foot, 115 year old building, multi-use
16 residential and commercial space. I'm involved in several
17 other textile projects in North Carolina and Georgia.

18 Q. Okay. What generally are you doing with regard to those
19 projects, the Greer Mills project and the other projects in
20 other areas?

21 A. They have an extraordinarily long development cycle.
22 They're incredibly complicated. They're probably the most
23 complicated development projects you can take on because
24 there's a -- you kind of start out in a hole as far as you --
25 there are a lot of inherited environmental issues that have a

1 lot of regulatory requirements behind them.

2 So you spend a lot of time doing environmental work for
3 the first year, doing the reports, working with SCDHEC and
4 EPA. And then because -- the costs of redeveloping a mill is
5 a lot more than just simply building something ground-up.

6 So there are a host of different tax credits and programs
7 available. But each one of those is through the EPA, or
8 through the National Park Service or different agencies of the
9 government. And so there's just an awful lot of work bringing
10 that all together.

11 And then, of course, on the local side, the State and
12 local side there's also a lot of how big -- it's navigating
13 all that and putting it all together and connecting the dots,
14 which is the -- which is the challenge.

15 Q. And have you gone through that process or any portion of
16 that process that you just described about sort of the work
17 that goes into the redevelopment efforts with regard to any of
18 the property of Taylors Mill?

19 A. I have, yes.

20 Q. Okay. And what is that property and what did you do?

21 A. So for the event space that we leased from Mr. Lewis, we
22 performed environmental surveys, ACM, which is asbestos-
23 containing materials surveys as well as lead based paint
24 surveys. And then we did phase 1. And then we did -- we did
25 those surveys.

1 And then as for the property where I'm a managing member,
2 we did the same. And then we did the various remediation
3 efforts on different buildings.

4 Q. And the -- where you're a managing member of Taylors
5 Village, correct?

6 A. Correct.

7 Q. And in terms of size of the parcel that we're talking
8 about, can you compare the size of Taylors Village parcel to
9 the size of the Taylors Mill Development parcel? You don't
10 have to be exact, but just kind of a ballpark.

11 A. Taylors Mill Development, I believe, is about 68 acres,
12 roundabout 800,000 square feet. Taylors Village parcel where
13 I'm a member is 12 acres. It has four outbuildings. One's
14 10,000 and one's 8,000, one's 4,000 and one's 24,000. So it's
15 much smaller in terms of overall square footage as well as
16 acreage.

17 Q. Okay. Now going back to 2015, 2014/2015 when you first
18 kind of encountered -- well, first of all, was the Taylors
19 Mill the first kind of old mill that you had encountered and
20 thought about doing something with or had you had exposure to
21 these other mills that you've been talking about?

22 A. Taylors was really the first.

23 Q. Okay. And when you were, you know, going through the
24 process of figuring out, okay, maybe we want to do something
25 here, here's some ideas, did you feel prepared to take on a

1 bring from that master's work to your work on the
2 redevelopment side of things for the various mill work you're
3 involved in?

4 A. It's a pretty extraordinary program. And there is a
5 focus being in the -- sort of the textile crescent. There's a
6 focus on the historical properties in the upstate.

7 And so a lot of the focus was, and fortunately, on
8 historical redevelopment, land development. But the whole
9 process from land entitlements all the way through, you know,
10 all the various diligence into, you know, land planning and
11 code requirements and the public/private partnerships to
12 develop mills.

13 Q. And did you feel like that program gave you additional
14 and adequate preparation to do the development work that you
15 were doing?

16 A. I think as much as anything in an educational setting
17 can.

18 Q. Mr. Black, tell us about your first meeting or
19 communication with anybody from Taylors Mill Development.

20 A. I met, I don't know, Mr. Cotton, I think he was at the
21 time Mr. Lewis' partner, I'm not sure who I met first, but I
22 met them sometime either -- probably either before or soon
23 after they purchased the property.

24 Q. And about when was that to your knowledge?

25 A. I believe it was spring or -- I'm not sure. I think it

1 A. At that point I think the focus was on the leasing the
2 space we're currently leasing and turning it into an event
3 venue.

4 Q. Okay. Did you express any concrete plans or just a
5 general vision of what you thought might take place?

6 A. It was -- it was general, but Mr. Cotton, you know, had
7 explored the idea of turning it into a venue. And I think he
8 was hamstrung by financing or different things. But I think
9 he was very excited about, you know, the potential for having
10 events there.

11 And the location of the Mill, it's sort of a -- it's a --
12 we're considered an anchor tenant. And so it's -- it is, you
13 know, it's a very prime, well located piece with separate
14 doors in and out of the building, which is a pretty big deal
15 in something the size of a textile mill where there are a lot
16 of challenges just from a planning standpoint, and code and
17 regulation, and fire and safety.

18 So it really is just a -- I didn't really fully
19 appreciate that at the time, but it's just very well located.
20 So I think -- I think the thought was always that that would
21 be a great place for an event venue.

22 Q. Okay. And did you get any, you know, sort of hesitation
23 or push-back on that concept from Taylors Mill Development in
24 those early stages?

25 A. No. My understanding was that I was either their first

1 lease or first big lease.

2 Q. Okay. Mr. Black, that white notebook, Plaintiffs'
3 notebook in front of you and ask you to turn to tab 5, which
4 is the lease. It's been admitted into evidence yesterday.
5 Are you there?

6 A. I'm there.

7 Q. All right. And this is the lease that you executed, is
8 that right?

9 A. Yes.

10 Q. And you signed this lease in your individual capacity,
11 correct?

12 A. I did.

13 Q. And why did you sign the lease in your individual
14 capacity?

15 A. Mr. Lewis asked me to.

16 Q. Did he give you a reason as to why he was asking you to
17 do that?

18 A. He said that if I signed it as an LLC, I could just walk
19 away from it.

20 Q. And did you -- so that was at his request that you sign
21 it in your personal capacity?

22 A. Yes.

23 Q. Okay. Did you ever express to him during this time
24 period in the summer of 2015 that you intended or that there
25 were plans to have a company, or corporation or some sort of

1 **MS. BLACK:** Your Honor, we'd like to admit Plaintiffs' 50
2 into evidence.

3 **THE COURT:** Objection, sir?

4 **MR. McCARRELL:** No objection, Your Honor.

5 **THE COURT:** All right. Same is admitted.

6 (Whereupon Plaintiffs' exhibit 50 was admitted into
7 evidence)

8 Q. All right. Mr. Black, is this -- tell us what this
9 document is.

10 A. This was an email or a letter I sent to Mr. Lewis
11 informing that I wished to exercise the option to extend our
12 lease.

13 Q. And so that would take the term up to 2025, is that
14 right?

15 A. That's correct.

16 Q. All right. So after -- Mr. Black, after the lease is
17 signed back in the summer of 2015, what did you all do next?

18 A. We got to work. We engaged an architect and began to
19 work with him on plans, involved an engineering team on plans
20 to turn it into an event space.

21 Q. And what, just sort of, can you generally sketch out what
22 work needed to be done in the premises that you had leased to
23 make it the event space that you were wanting it to be?

24 A. It was more than anticipated. I think typically with a
25 lease either you're signing a lease with a property owner and

1 you have an up-fit allowance where they would basically do the
2 construction per your architect's planning. And then that
3 amount would be rolled into a lease.

4 In this instance, we were funding the construction
5 ourselves. That does happen. But typically that's happening
6 within what they would call a vanilla shell. And so that is a
7 space that has been basically conditioned -- drywall,
8 electrical outlets, basic air conditioning. And then you're
9 dancing within the lines or developing within that shell, that
10 framework.

11 In this instance, this was, I guess, less than raw space
12 in that, as I was to learn, that before you -- before you can
13 do any renovation of a space like this, you're required under
14 the Clean Air Act to do lead based paint and asbestos testing.
15 And so that was unexpected.

16 And so fortunately our architect had worked on a lot of
17 projects in Atlanta, similar. So we engaged, I believe, SM&E
18 [sic] environmental. They did the surveys. And then prior to
19 construction we did the necessary remediation.

20 And then, I guess, the other part was their -- typically
21 with a building, with a structure like this, it's more similar
22 to the County. And the fire department sees it like they
23 would a shopping mall in that it's got multiple different
24 uses, but the shopping mall will generally -- it has, you
25 know, a single alarm system so that you know where -- so fire

1 and first responders know where to respond in a large
2 building.

3 And so that was something else that, I guess, hadn't been
4 completed. So we were -- we needed to do -- well, a lot --
5 just a lot of extra work to get it up to the point where we
6 could even begin turning it into an event space.

7 Q. And I think you mentioned in your testimony that this --
8 this was a lot of work, but it was also work that you were
9 funding yourself?

10 A. That's correct.

11 Q. What about this made you want to make that investment or
12 to take on that kind of work yourself?

13 A. I just -- I thought there was a great opportunity. It is
14 a, you know, a unique property. I think it's, you know,
15 anybody's familiar with it, there's something special and
16 unique to it.

17 And so as far as an event venue, it was already
18 attractive to people. And they didn't know why. Sort of like
19 we're kind of called to the beach or something like that.
20 People are -- were already going there, you know, even before
21 there was any reason to go down there, even before there was a
22 Due South Coffee to get, you know, to go to this vast
23 industrial property and drink a cappuccino. Like it's --
24 there's a contrast, there's this -- there's, you know,
25 something that is just appealing, and timeless and kind of

1 a few weeks after this email was sent. What -- did you attend
2 that meeting?

3 A. Yes.

4 Q. And what do you recall about that meeting and any
5 discussion of these plans that you all shared with them?

6 A. It was -- it was informal. I think there was just a lot
7 of enthusiasm and looks great. I think they -- there wasn't a
8 lot of interest in details or anything. It was just, I think,
9 at this stage it was like, this is great, like, you have
10 plans, you're going to, you know, it looks like you're
11 investing in our property. So I think at that point it was
12 just ...

13 Q. Was it only the first phase of construction that was
14 discussed or did you also discuss the second phase?

15 A. If I was talking about it, I tend to always talk big
16 picture. So I would, you know, be thinking, like, about big
17 picture about, you know, what our -- what our goal is, what
18 we're trying to create. And so I would be talking about,
19 like, our overall plans, like, what we're looking to achieve.

20 Q. So that would be both phases of ---

21 A. Yeah. And then -- yeah. And at the time -- and other
22 sort of ideas we were talking about as far as other events
23 around the campus of Taylors.

24 Q. Did you get any push-back or hesitancy from Mr. Lewis or
25 Mr. Cotton when you -- in that meeting where you spoke about

1 the plans?

2 A. Not at that time, no.

3 Q. Okay. Now the lease, I think we've seen yesterday, and
4 we've also discussed today, is for 16,000 total square feet,
5 right?

6 A. Correct.

7 Q. Did your construction plans or phase 1 take that entire
8 leased premises into account in any way?

9 A. Phase 1 construction?

10 Q. Yes.

11 A. Yeah. Yes, it did.

12 Q. Okay. And explain that intersection there.

13 A. Well, the, you know, since we, you know, had plans for
14 the entire facility, the front was designed with what the uses
15 in the back were going to be. And so, you know, the way we --
16 the placement of the condensers for the HVAC, for instance,
17 like, I guess, if I were to, you know, if the unfinished and
18 the rear space, I guess, what we're calling it, the back 8,000
19 square feet, if that was not going to be renovated for use, we
20 could have probably saved some money upfront by placing the
21 condensers in that back room, instead of we placed them above,
22 you know, the men's and ladies' restrooms, which saved --
23 which saved a lot of space in the back, but also is more of a
24 maintenance headache because you have a crawl space.

25 And we also -- the way we vented the units, there are

1 Q. --- reconfigure ---

2 A. --- absolutely.

3 Q. --- things later?

4 A. Yes, absolutely.

5 Q. Did you all run into any issues or things of concern
6 during your phase 1 construction?

7 A. As far as?

8 Q. Did you -- let me ask you a little bit of a different
9 question. What is a certificate of occupancy?

10 A. That is, I guess, what is the County issues upon
11 completion of a project that, you know, spells out the maximum
12 number of people that can use a given space.

13 Q. Okay. And what in general do you have to do to get a
14 certificate of occupancy from the County?

15 A. In this instance, in a renovation project, you would have
16 to, you know, complete the plans, do all the check-offs with
17 the various code officials, and then a lot of times a
18 certificate of occupancy would be issued to you at that point.

19 Q. Because you were a tenant of Taylors Mill Development
20 were there any other issues that you had to -- like any other,
21 you know, boxes you had to check with the County to get your
22 certificate of occupancy?

23 A. Okay. Since I was -- and so in this instance, since I
24 was not the property owner, the property owner, Mr. Lewis and
25 Mr. Cotton at the time, were -- had to complete an FDP, a

1 final development plan for the property. And so the County
2 was not going -- would not issue any occupancy permits until
3 this final development plan had been approved and had been
4 approved for the uses that one of them being this venue. And
5 so that was -- that was another -- I guess that was -- yes,
6 that was a hurdle that we didn't expect because I didn't -- it
7 was something that was outside of our control.

8 Q. And what is a final development plan?

9 A. For a plan development -- a final development plan -- a
10 plan development, which is what Taylors Mill is is sort of a
11 special code section that allows for, you know, almost like --
12 it's almost like a little city. But a final development plan
13 is really a detailed map of more complex property like Taylors
14 is, the different kinds of uses, assembly space, restaurant
15 space, you know, warehousing space, retail, et cetera.

16 And then it also has just a whole, you know, slew of
17 related information about requirements for parking spaces for,
18 you know, everything from trees to, you know environmental
19 controls. So it's a, you know, it's sort of a comprehensive
20 -- a roadmap to -- to help the officials understand what's
21 going on in there and then just sort of break it down by
22 individual components of leases, uses and required parking.

23 Q. If you'll turn to tab 11 in the Plaintiffs' notebook,
24 please. And is tab 11 an email and an attachment beginning
25 Plaintiff 00463, is that a document that you recognize, Mr.

1 their FDP. Those were not documents he was willing to sign.
2 And then those were not documents that I could sign or was
3 willing to sign.

4 But they -- my understanding is they went ahead and said
5 they had those documents executed by us. And those shared
6 parking agreements are represented on their FDPs. That
7 access-way was represented on their original FDP. I don't
8 believe it is now. But they claimed several shared parking
9 agreements with various properties that did not exist
10 including mine or the one I'm involved with.

11 Q. When did you first get an ownership interest in Taylors
12 Village?

13 A. 2017.

14 Q. Mr. Black, yesterday we went through some documents with
15 your wife, Ashleigh, about Taylors Mill Events, LLC, and it
16 being the entity operating in the event space and operating
17 the event venue in the premises. Do you recall that?

18 A. Yes.

19 Q. I will not go through those documents with you again, but
20 at any point in your relationship with Taylors Mill
21 Development did you get any push-back from Taylors Mill
22 Development as to Taylors Mill Events, LLC, being the
23 operating entity that was operating the event space in the
24 leased premises?

25 A. No.

1 And so I think at each point we would like -- to get this
2 completed on a time-line and construction schedule and in the
3 time in which Ashleigh had, you know, cancelled events for the
4 -- for the dirtier construction, we had to meet that. And so
5 when we started running into some of these push-backs, instead
6 of the back and forth, I was just let's adapt and move on.
7 Let's adapt these plans and move on.

8 And so each stage it was like we had this time-line, we
9 can -- I can figure it out. And so I'm more the type that
10 would rather just like, okay, let's meet the objection, let's
11 figure out what we've got to do, let's adapt this and move on.

12 And so I think this was something that at this point made
13 a lot more sense because at the end of the day we could take
14 this equipment with us, for whatever happens, and, you know,
15 the investment wouldn't be totally lost. And so it was
16 something I was willing to do.

17 And I think we could accomplish the same goals. We'd
18 have a little higher food costs depending on different things,
19 but at the end of the day it was -- it was a decision just
20 based on let's -- let's meet these objections and move on.

21 Q. To your knowledge were all objections -- so just to
22 orient us, we send the plans -- Ashleigh sends the plans to
23 Mr. Lewis and Mr. Cotton. There's some email exchanges back
24 and forth about some concerns. To your knowledge and
25 recollection were all of those issues alleviated, resolved by

1 you all as you went?

2 A. They were. And I don't even know if they were
3 objections. They were sort of observations that we might have
4 to -- have you looked at this? We might have to look at that
5 again. Well, let's just take that out then.

6 And so -- but, yes. I think -- at each point I think we
7 would -- there would be an observation and we'd go this might
8 turn into something. And having -- at this point, you know,
9 there was some history with the other property and demands.

10 And so I just wanted to like stay on track and get this
11 construction, move on so we could, you know, maximize the
12 space and -- I believe we would -- met, you know, all the
13 demands as they came up -- not demands, the sort of
14 observations that could slow the project, we would meet those.
15 And then later down the road there became the demands and sort
16 of, I think, things that were just thrown in the way just to
17 frustrate us.

18 Q. When approximately did Taylors Mill Events begin the
19 phase 2 construction work?

20 A. All the predevelopment and the planning began, you know,
21 well before May of 2018. But a lot of the prep -- and we had
22 an -- we had, of course, had an operational business. And so
23 we were planning things out.

24 And anything we did we had to do it according to sort of
25 the event schedule. So we had to make sure that we were, you

1 know, doing things on a very tight time-line and then cleaning
2 up and moving out and doing things. So it was very surgical.
3 But I would say that began sometime in the summer. I'm not
4 totally sure.

5 Q. The time that you began doing -- and, I guess, let's
6 divide out doing the planning phase, the design phase and
7 focus on when work began. The time that that was, whenever
8 that exact moment was when you began the work was it your
9 understanding that there was an agreement with the landlord
10 about the work to be done?

11 A. Yes. I had no reason to believe that they would object.

12 Q. And how long -- just today -- we looked at some of this
13 with Ashleigh yesterday, and we'll get into it with you in a
14 minute. In February of 2019 you were asked to -- there was a
15 stop work directive given to you by Taylors Mill Development,
16 correct?

17 A. Correct.

18 Q. And how long had construction been going on by that time?

19 A. Many months. We were at the very sort of end of what we
20 needed to do.

21 Q. And was that construction work generally known to be
22 going on? Was it observable? Was it, you know, was it being
23 hidden in any way?

24 A. It couldn't be hidden. It's literally -- it's like a lot
25 of trucks, a lot of materials coming in, a lot of workmen.

1 He smoked. So he was frequently sort of out there in
2 that area. And so he'd -- I would -- he was a -- he's very
3 informal. So we -- he didn't miss anything. We discussed
4 everything a lot. He was very interested.

5 Q. Did -- in any of your conversations with him did you
6 disclose or give the impression that you all were doing
7 construction work?

8 A. If he was onsite he would -- he would ask. And he would
9 want to check it out and ask what we're doing and see, like,
10 not out of a property manager, just sort of -- just sort of
11 interested. He was very social, ---

12 Q. Did Mr. ---

13 A. --- people person.

14 Q. Did Mr. Cotton ever tell you to stop work?

15 A. No. Nobody ever personally told me to stop anything.

16 Q. Now you've alluded to this in your testimony already, but
17 there were -- were there discussions about property issues
18 involving the Taylors Village property that were going on in
19 this 2018 into 2019 time period?

20 A. There -- there would have been, yeah.

21 Q. Okay. And what were those issues, generally speaking?

22 A. Earlier on when we were doing our own FDP, I think it was
23 the first indication that I realized that they may have, in
24 designing their FDP in 2016, they may have made some
25 assumptions about our FDP, about our future FDP. They

1 certainly made assumptions about our development.

2 And so at that -- that was something that, you know, we
3 confronted. In developing the FDP we went ahead and did it
4 how, you know, we intended to do it, but we used the same
5 landscape engineering company.

6 And so when I first started working through our uses in
7 our FDP, and I was -- I'm very -- was very hands-on with this
8 because it was my first one. I saw a lot of things on there
9 that I was just questioning why is this? Why is this? And
10 what does this mean? You know, these are shared parking.
11 What does this mean? Why does this have to be one way? This
12 is our main thoroughfare.

13 The landscape architect I was using from this firm was
14 different than the one Mr. Lewis used. He said, well, these
15 are agreements. These are, you know, this is what is on, you
16 know, the neighbor's FDP. And so this is, you know, what, you
17 know, these are, you know, we have to sort of design around
18 that.

19 And I said, well, like, what do you mean? Did we agree
20 to that? Is that something that, you know, I have to do?
21 Well, -- he said, well, no. And so there was some -- a little
22 bit of back and forth.

23 And I think there was some discomfort on his end because
24 his boss was the one that did their FDP. And at the end of
25 the day, we sort of designed it how we were going to design

1 it.

2 But it definitely would have conflicted with theirs
3 because where they had a one way for their fire lane, we
4 didn't have a one way. Where they had shared parking, we
5 didn't extend that parking. We didn't -- but we didn't have
6 -- you said we were going to be using all that parking. And
7 so that was a, you know, the beginning of a long process of
8 sort of, I guess, discovery on their end and a little bit of
9 back and forth.

10 And it took a while, I think, for -- and I -- Mr. Lewis
11 and Mr. Cotton to even realize, like, what I was even
12 referring to. I think -- I think there was some shortcuts
13 taken, some assumptions made for -- to just speed things
14 along. In 2016 -- all of that just carried on through into
15 2018 and '19.

16 Q. And, Mr. Black, if you will turn to tab 31, please. Is
17 this an email chain that you recognize?

18 A. Yes, it is.

19 Q. And you were a participant in this email chain, correct?

20 A. Correct.

21 **MS. BLACK:** Your Honor, we'd like to have Plaintiffs' 31
22 admitted into evidence.

23 **THE COURT:** Objections?

24 **MR. McCARRELL:** No objections.

25 **THE COURT:** All right. Without objection, the same is

1 admitted.

2 (Whereupon Plaintiffs' exhibit 31 was admitted into
3 evidence)

4 Q. Mr. Black, I'd like to turn your attention to the second
5 page of the email chain. And sort of the genesis of this
6 email chain is related to the Southern Bleachery Event Space
7 and lease, is that right?

8 A. Yes.

9 Q. Okay. And then Ashleigh's responding on November 14th.
10 And it's talking about lease issues, correct?

11 A. Correct.

12 Q. And when you go up to Mr. Lewis' email of November 18th
13 and you see sort of two-thirds during his email he writes
14 other business, ---

15 A. Um-hum (affirmative).

16 Q. --- correct? And there are a couple of items under that
17 other business. What did you interpret other business to
18 mean?

19 A. Business regarding Taylors Village.

20 Q. Okay.

21 A. Not Taylors Mill Events.

22 Q. Okay. And so did those two items, or, I guess, those two
23 questions on the parking agreement/road easement documents and
24 the water, those were Taylors Village ---

25 A. That's correct.

1 Q. --- items?

2 A. That's correct.

3 Q. Did they have anything to do with the lease ---

4 A. Nothing.

5 Q. --- at all?

6 A. Nothing. No.

7 Q. And then -- so you respond on November 28. And those are
8 -- that's the first page of the document or Plaintiffs'
9 exhibit 31, correct?

10 A. Correct.

11 Q. And are those all Taylors Village related issues
12 contained in that email?

13 A. Yes, those are all.

14 Q. Is there anything related to the lease in that email?

15 A. There's nothing.

16 Q. If you'll turn with me to tab 33, please. And is this a
17 document or an email exchange that you recognize?

18 A. It is.

19 Q. And you're a participant in this email exchange?

20 A. I am.

21 **MS. BLACK:** Your Honor, we'd like for Plaintiffs' 33 to
22 be admitted into evidence.

23 **THE COURT:** Objections?

24 **MR. McCARRELL:** No objection, Your Honor.

25 **THE COURT:** All right. So admitted.

1 (Whereupon Plaintiffs' exhibit 33 was admitted into
2 evidence)

3 Q. Mr. Black, this is a little bit of another issue. Maybe
4 it touches on some other things. But it references sort of in
5 the earlier emails in this chain, January the 22nd, 23rd on
6 the second and third pages, an easement and BF loading docks.
7 Do you see some references to that?

8 A. Yes.

9 Q. Generally speaking, what is that -- does that issue have
10 anything to do with the lease?

11 A. No, it wouldn't.

12 Q. Does it have anything to do with Taylors Village?

13 A. Yes, it would have something to do with Taylors Village.

14 Q. What was that dispute or that issue generally about?

15 A. Where the property line is in the map we saw there are --
16 there's docks, there's docks for box trucks, 18 wheelers, but
17 then there's also a concrete pad. And a tenant of Taylors
18 Mill Development uses that dock to -- uses that dock for their
19 business. And then other tenants of Taylors Mill Development
20 would use the concrete pad because it was a lower pad that
21 would allow for pickup trucks to unload. And so that's the
22 relation.

23 Q. And so this is an issue of discussion between Taylors
24 Mill Development and Taylors Village in January of 2019?

25 A. That's correct.

1 Q. Just so we all know what we're talking about, that tenant
2 is BF Materials, right?

3 A. That's correct.

4 Q. Okay.

5 A. And this is the Taylors Village central parking lot where
6 the -- all the activity is. So it's kind of like -- kind of
7 like the dock 3 that we discussed. This is our main dock.

8 Q. Main parking ---

9 A. Main parking area.

10 Q. --- area for Taylors Village. Okay.

11 Mr. Black, will you turn to tab 35, please. And I'll ask
12 if this is an email chain that you recognize?

13 A. Yeah. Yes, it is.

14 Q. Okay. And you're a participant in it?

15 A. I am.

16 **MS. BLACK:** Your Honor, we'd like to ask that Plaintiffs'
17 35 be admitted into evidence.

18 **THE COURT:** Objection?

19 **MR. McCARRELL:** No objection, Your Honor.

20 **THE COURT:** So admitted.

21 (Whereupon Plaintiffs' exhibit 35 was admitted into
22 evidence)

23 Q. All right. Mr. Black, I'd like to start with the email
24 that begins this chain on the last page of the exhibit,
25 February 5th, 2019, an email from Ms. Walker. Do you see

1 construction. Do you see that sentence up there?

2 A. I do.

3 Q. Did -- is it your recollection that plans had been
4 submitted to Taylors Mill Development back in July of 2018?

5 A. Yes. She had them. And then also the permits would have
6 been posted on the walls.

7 Q. Okay. And the permits on the walls have to go up ---

8 A. Yeah.

9 Q. --- when it starts, ---

10 A. Yes.

11 Q. --- right?

12 A. Yeah. All the permits were -- yes.

13 Q. Is that visible from the ---

14 A. It wouldn't be from outside, ---

15 Q. Okay.

16 A. --- but if she was -- if she's referencing the
17 construction underway, if she went back there, the permits
18 would have been posted.

19 Q. Okay. She also says that any changes to the leased
20 premises requires written permission from the landlord. Do
21 you see that?

22 A. I do.

23 Q. Is that correct under your lease?

24 A. I'm not aware of that.

25 Q. And the -- there's a little back and forth on this. And

1 But if you'll look down on the first page of the email, the
2 exhibit, Thursday, February 14th, 2019 at 10:04 am, do you see
3 your email down there?

4 A. I'm sorry. Same exhibit 38?

5 Q. I'm sorry. First page of Plaintiffs' 36.

6 A. 36. Okay.

7 Q. Bottom of the first page there's an email from you on
8 February 14th at 10:04 am. Do you see that?

9 A. Yes.

10 Q. In that first paragraph you've essentially said what Mr.
11 Duckworth told you, is that right?

12 A. That's correct.

13 Q. And then Ms. Walker has a couple more emails. And she
14 eventually says she's done a walk-through of the space, and I
15 have some concerns about the work being done around the
16 drains. I need to address this with my plumber before
17 approval can be given. Do you see that?

18 A. I do.

19 Q. Were you aware of any plumber sent by TMD out to take a
20 look at this?

21 A. No. My understanding was that their plumber was Bobby or
22 whoever their handyman was, they -- common practice was not to
23 employ plumbers or licensed contractors.

24 Q. Do you recall Bobby coming out and taking a look?

25 A. I don't. Not at this point.

1 Q. Do you recall any contracted plumber, you know, an
2 outside plumber being hired to come in by TMD?

3 A. Not that I'm aware of. They had their own people look at
4 it, I believe.

5 Q. And who were their own people that you understood?

6 A. At the time I believe they had a handyman or -- on staff.
7 I forget his name, but I believe he -- him and somebody else
8 may have looked at it with Mr. Duckworth.

9 Q. Okay. Mr. Black, if you'll turn to Plaintiffs' exhibit
10 38. It was admitted yesterday. And, again, this is an email
11 that starts with that same original February 5th email, but
12 it's gotten on a little different train.

13 So we're coming up to sort of an additional line coming
14 out of here. By February 15th, and this is on kind of page 3
15 of this exhibit, Plaintiff 00598, Mr. Lewis has become
16 involved in the conversation, right?

17 A. (Affirmative nod).

18 Q. And if you'll look at the top of Plaintiff 00598 I see an
19 email from Mr. Lewis of February 15th at 9:09 am. Do you see
20 that?

21 A. I'm sorry. Which exhibit?

22 Q. Sorry. This is 38.

23 A. Okay.

24 Q. And it's page -- Plaintiff 00598. It's kind of the third
25 page of the email.

1 A. Yes, I do.

2 Q. Okay. Up at the top of that page there's a February 15th
3 email at 9:09 am from Mr. Lewis. Do you see that?

4 A. Yes, I do.

5 Q. Okay. And he says, the issue with leveling the floor is
6 the concrete sludge getting into the drains. This could be a
7 major issue. The current sludge inside the drains must be
8 remedied, and a solution to keep the sludge out of the drains
9 must be in place before I am willing to allow further
10 construction. Do you see that?

11 A. I do.

12 Q. To your knowledge had Mr. Lewis come to look at that
13 himself?

14 A. He never -- I don't know why he'd be advising on a
15 housekeeping matter.

16 Q. Well, had he come to look at it himself to your
17 knowledge?

18 A. No. I remember begging him to because it was just so
19 obvious. And it is literally feet away from his office in his
20 company. But, yes, no, he never came by.

21 Q. And did you agree or disagree with the concern he is
22 raising in this email?

23 A. He's referencing construction debris and sludge and years
24 of stuff. I mean, that's, again, that's -- it's a
25 housekeeping matter. It's not -- yes, so, no. I think we

1 went ahead and, you know, again, just to sort of appease him
2 and check that box, we went ahead and shoveled it out.

3 Q. Well, and you write back to him and it sort of spans the
4 previous page and this page at 9:12 am, you know, a couple of
5 minutes later, this is not an active drain. It's not
6 connected to any plumbing. It has not been for 50 years. The
7 sludge is construction related. Please go look for yourself.

8 A. There you go.

9 Q. Do you see that?

10 A. Yes, I do. Thank you.

11 Q. Did Mr. Lewis ever provide any information to you that
12 that trough was actually connected to any plumbing or was a
13 hazard?

14 A. No. It ---

15 Q. And then -- sorry.

16 A. No.

17 Q. Do you see Mr. Duckworth's email on Friday, February 15th
18 at 9:39 am?

19 A. Yes.

20 Q. And he says, if the major concern is the concrete filling
21 the drains, we can remedy that immediately by cleaning out the
22 grinding sludge and then blocking off the drain system
23 entirely until the pouring is finished and then reopening it
24 to the newly -- to the newly installed floor drains.

25 A. Yeah.

1 Q. Unclogging the drain underground from the 50 years of
2 non-use can be addressed at any point going forward. The new
3 concrete and drains will not affect the existing system or
4 clog it. Proposed modification is just to make the floor safe
5 for occupancy and to remove tripping hazards.

6 A. Um-hum (affirmative).

7 Q. This will ultimately increase the usable space and reduce
8 liability to all parties. I will be happy to go over this
9 area with anyone, correct?

10 A. Correct. And what he's proposing here is -- so when you
11 dig drains for plumbing, you dig out trenches. And so if you
12 look at preconstruction, if you looked at what we did in phase
13 1, you literally are cutting through the concrete and you're
14 creating these trenches almost the exact size of this. And
15 then you're running the pipe through that trench and you're
16 filling it in with concrete.

17 So what Kevin's proposing is that we fill this trench in
18 with concrete and then we go back in and retrench it to put
19 the pipe in and then fill it back in with concrete. It is the
20 epitome of absurd, but let's do it to check that box.

21 Q. But Mr. Duckworth says the new concrete and drains will
22 not affect the existing system or clog it, correct?

23 A. That's correct.

24 Q. And at the front of this email, back at sort of the first
25 page, of Plaintiffs' 38, you, on February 20th at 2:26, you

1 say, Caleb, I believe you have a full set of plans. Kevin,
2 you can attach a full set of -- can you attach a full set of
3 plans for Caleb? Do you see that?

4 A. (No response).

5 Q. First page towards the top.

6 A. Yes.

7 Q. Okay. And Mr. Lewis had asked for information from the
8 engineer, correct?

9 A. That's correct.

10 Q. And your response was to ask Kevin Duckworth to provide
11 the plans, right?

12 A. That's correct.

13 Q. How would providing the plans be responsive to Mr. Lewis'
14 request?

15 A. That would have a full engineer set of the plumbing
16 systems existing and what would be installed.

17 Q. Okay. Now if you'll flip with me to the -- towards the
18 end of -- so that -- we're on 38. It attaches to the plans.
19 If you'll flip with me towards the very back almost. It's
20 next to the last page of that Plaintiff 00613. It's a
21 plumbing plan, right?

22 A. Yes.

23 Q. And is there an engineering notation on this plan?

24 A. Yes. We used RM3 Engineering for plumbing, mechanical
25 and electrical.

1 Q. Okay. So these were engineered plans sent to Mr. Lewis?

2 A. That is correct. I believe this is the same engineer we
3 used in phase 1.

4 Q. Okay.

5 A. He was very familiar with the project.

6 Q. And do these plans, these engineered plans show any
7 issues with a drain or a plumbing system that was going to be
8 impacted by the trough work that was being proposed?

9 A. No. It was unrelated to any plumbing. It's considered a
10 general condition.

11 Q. After Mr. Duckworth sent these plans in -- on February
12 20, 2019 did you hear anymore requests from TMD about
13 engineering needs or that what you all had submitted to them
14 was deficient in any way to address their concerns?

15 A. I'm not aware. I understand that the stop work order --
16 Mr. McCarrell showed up at some point. So I'm not aware of
17 ...

18 Q. Well, so Kevin Duckworth sends these plans on February
19 20th, 2019, right?

20 A. That's correct.

21 Q. Do you recall any follow-up issues about, hey, this isn't
22 good enough? Or we need this from you on this trough issue?
23 Do you recall any additional back and forth ---

24 A. No.

25 Q. --- from TMD at that -- that issue?

1 more in lease in order to continue with our construction
2 plans. That's what that is.

3 Q. And then on point 4 he raises, those are Taylors Village
4 issues, right?

5 A. That's correct.

6 Q. Does that have any connection to the lease or the phase 2
7 work?

8 A. It does not. And it's also -- no, it does not.

9 Q. And then real quickly on exhibit 41, the next tab. And
10 you see Mr. Lewis' email of March 14th, 2019. And he has some
11 bullet pointed issues about what needs to be resolved before
12 moving forward with your build-out, right?

13 A. That's correct.

14 Q. And he lists three issues. Those are all Taylors Village
15 issues, right?

16 A. That's correct.

17 Q. And the middle one, the western docks, ---

18 A. That's correct.

19 Q. --- is that the same issue as the BF Materials? So if we
20 see western docks, that's what it's talking about?

21 A. That -- yes, that's correct.

22 Q. Okay. Is anything on that list connected to phase 2 or
23 the premises?

24 A. He references the sewer lift station, but it's -- that's
25 an -- this is an unrelated demand on that. And even the one

1 he made -- so, no, it has no relation.

2 Q. What was your position on these requests coming in from
3 Mr. Lewis in March of 2019?

4 A. I think my sense was that this is where it was going.
5 But, I mean, interacted in this way you get -- it was my sense
6 that something like that would happen. I think we, you know,
7 tried to do my best to sort of help guide the process because
8 I know, you know, Mr. Lewis is not a developer and Ms. Walker
9 was, you know, she carries the burden of this entire
10 development.

11 And it's, I think, at this point, you know, it was just
12 frustrating that there was no sense of separation or, I think,
13 Mr. Lewis has businesses that he's involved in and Carolina
14 Recycling. And it would, you know, bring that into different
15 discussions. And it's just not -- just not something you'd
16 do.

17 Like I have to -- function to represent different
18 interests. I have to have, I guess what you'd call,
19 investment banking, a Chinese wall. Like, I have to be able
20 to think about these things.

21 And, like, it's just inappropriate in so many ways just
22 to even make demands like that. I just -- it's sort of like
23 -- like high school blackmail. Like I felt like I was just
24 constantly being -- and asking for things that are just not
25 even based on a reality.

1 At this point they still don't even know what -- this is
2 2019. They've owned the property for, gosh, five -- how many
3 years owned the property, for four years, and they're now just
4 saying that on my property, that Taylors Village property is
5 on their sewer lift station?

6 And this is just one of many examples. There's many
7 going back that just -- there was -- there was not an
8 understanding of their own property. And this is one of
9 those. And it's just frustrating that they would be not even,
10 you know, successfully blackmailing me, I guess. But, yes,
11 this is just a, you know, ---

12 Q. The -- the first bullet is the fire and water pit?

13 A. Yes.

14 Q. What were -- in March of 2019 can you explain what fire
15 and water pit were and how they intersected with Taylors Mill
16 Development and Taylors Village?

17 A. Yes. The -- for a development like this it has that
18 sprinkle. You have your main water line coming into the
19 property. And there is a, you know, a tap that's used for
20 drinking water and toilets and all that.

21 And then there is a separate tap called a fire pit that
22 is separately distinguished that is not on a meter or is not
23 running. But it exists solely for the fire needs of Taylors
24 Mill -- Taylors Mill, you know, Mr. Lewis' property, the
25 property I'm involved in.

1 There's a total, I believe, of 41 risers. These are fire
2 risers that control the sprinkler systems for different parts
3 of the building. Because this was originally a single
4 property and because the previous owner had owned both the
5 parcels, there was one fire pit and there was one water line
6 that served all of this.

7 And so the fire pit is -- both the fire pit and the water
8 line is located on the Taylors Village property that I'm
9 involved in. And when Mr. Lewis purchased the property when
10 the properties were separated Greenville Water has a
11 requirement that, like, all properties have their own -- have
12 their own water service. You can't sub-meter water and then
13 also that they have their own fire suppression system. And so
14 the requirement would be for Mr. Lewis to install his own
15 water line to tap the main line and then also install his own
16 fire pit.

17 The -- that was something that should have been done in
18 2016. And for -- up until this time I -- we were basically
19 splitting the bill. My water bill came in and would be paid.
20 And then we would have to ask for the other property to pay
21 their share.

22 The same with the fire pit. There's various fees
23 involved in maintaining it and keeping it. And there's also a
24 monthly fee. You know, to that day I paid all of those. And
25 it was not until sometime in 2019 that they finally went on

1 their own water line with some -- that was very much how they
2 did it.

3 It's very much still in question. And then they still
4 have not settled the fire pit yet. That's something that's
5 outstanding and that -- probably deal with later.

6 Q. These are all Taylors Village issues that are being
7 brought up with regard to the phase 2 build-out, correct?

8 A. Yes.

9 Q. Did you believe that the hold up or the stop work
10 directive on phase 2 build-out was related to anything having
11 to do with the merits of the phase 2 work?

12 A. No, I did not.

13 Q. What was your belief and understanding of why this stop
14 work directive was implemented by Taylors Mill Development?

15 A. They wanted me to pay for something else unrelated to
16 that.

17 Q. What were they looking for you to pay for?

18 A. For their fire pit or some portion of this -- that's my
19 expectation to either work something out with them, that we
20 would share the cost, or that we would, you know, both
21 continue to use the fire pit under some arrangement, or that I
22 would deed them the fire pit and then I would then dig my own.

23 Q. In your understanding was it proper or improper to
24 include those requests in the correspondence or connection to
25 the phase 2 work?

1 A. I don't -- I don't believe it's proper.

2 Q. Mr. Black, do you recall your earlier testimony about the
3 2016 FDP for Taylors Mill Development?

4 A. Yes, I do.

5 Q. If you would, flip with me to tab 75. And this is a
6 document -- and I'm going to focus on the attachment to the
7 email, which is the last page of 75. And this has a GVL
8 County Bates number on it. And this is a document that was
9 received by Taylors Mill Development and produced to us from a
10 subpoena to Greenville County.

11 **MS. BLACK:** And, Your Honor, we'd like to ask that this
12 document be admitted into evidence.

13 **MR. McCARRELL:** Your Honor, I'm going to have to object.
14 First off, I don't think Mr. Black has anything to
15 authenticate this document. As Ms. Black indicated, it's a
16 document from the County, but I have not seen any sort of
17 records, custodian affidavit or seen anybody from the County
18 to come authenticate this document.

19 **THE COURT:** Is it filed with the County?

20 **MS. BLACK:** It is. We actually have a records custodian
21 document, we need to pull it out of the box, that we contacted
22 them once we got this -- this was produced to us by the
23 Defendants in response to their subpoena. But they did not
24 produce the records custodian affidavit, so we went and
25 procured one ourselves. It's in a folder in the box. If we

1 the landscape architects and civil engineers.

2 So it's -- I think it's just -- there's a disconnect
3 there. And it's taking them a while to realize that maybe
4 there's just information that's not correct that's being
5 provided to them.

6 Q. All right. Mr. Black, the Plaintiffs in this case are
7 alleging damages in this matter, correct?

8 A. Yes.

9 Q. And generally speaking, what are those damages for? Or
10 resulting from?

11 A. Resulting from not being -- not being -- or being
12 restricted from using our leased space how we intended.

13 Q. And what are you alleging comprise the damages that
14 you're seeking are to the phase 2 development withholding
15 process?

16 A. The damages related to expenditures for construction
17 efforts and then lost revenue, lost income from the additional
18 use of, you know, the fully renovated leasehold.

19 Q. And the -- tackle the first sort of category first, the
20 damages allocated phase 2 from phase 1 construction and also
21 phase 2 construction.

22 **MS. BLACK:** Your Honor, we've got a -- we're going to
23 march -- we're going to use several exhibits that we'll enter
24 into evidence or ask to be entered into evidence that are
25 already contained in the notebook.

1 now be actually admitted as -- I'm going to call it
2 Plaintiffs' exhibit 16 because it's in their notebook.

3 **THE COURT:** Objections?

4 **MS. BLACK:** No objections to the document, Your Honor.

5 **THE COURT:** All right. So admitted as Plaintiffs' number
6 16. I always knew you wanted to be a plaintiff's attorney.

7 (Laughter)

8 (Whereupon Plaintiffs' exhibit 16 was admitted into
9 evidence)

10 Q. Mr. Black, turn with me to Plaintiffs' exhibit 50. Mr.
11 Black, this is the letter you sent to Mr. Lewis to extend your
12 lease with the five year option, right?

13 A. Yes, sir.

14 Q. And you sent this signed under your individual name,
15 right?

16 A. That's correct.

17 Q. And you did not sign this as a member of Taylors Mill
18 Events or a representative of Taylors Mill Events, did you?

19 A. I signed this as Lawrence Black.

20 Q. Okay. With regard to construction of the leased space,
21 you agreed to pay for all of the building expenses and upfit
22 costs, didn't you?

23 A. That's correct.

24 Q. If you could, turn with me to -- in the black notebook,
25 if you could switch for me, to tab 2. And this is an email

1 from you to Caleb Lewis copying Taylors Mill gmail and Greg
2 Cotton, dated July 22nd, 2015, is that right?

3 A. That's correct.

4 **MR. McCARRELL:** Your Honor, at this time we would move
5 that Defendant's exhibit 2 be admitted into evidence.

6 **THE COURT:** Objections?

7 **MS. BLACK:** No, sir.

8 **THE COURT:** So admitted.

9 (Whereupon Defendant's exhibit 2 was admitted into
10 evidence)

11 Q. Mr. Black, down at the bottom of the page, the last email
12 on the first page is from you dated July 21st, 2015, is that
13 right?

14 A. That's correct.

15 Q. And second line from the bottom you say, all building
16 expenses and upfit costs will be paid by the lessee, right?

17 A. Correct.

18 Q. And when you entered into this lease, you knew the
19 condition of the property, right?

20 A. I was aware visually of how it appeared, yes.

21 Q. Okay. So you knew there was a drywall, and you testified
22 earlier something about it being a shell that you could go
23 into? You knew that, right?

24 A. I knew what I could see, yes.

25 Q. Okay. And, Mr. Black, you knew that you needed approval

1 from an engineer that there would be no issue with pouring
2 concrete down the troughs of the floor?

3 A. Are you referencing something?

4 Q. Well, Mr. Black, we talked earlier about concern about
5 pouring concrete down into some -- the troughs or the drains
6 in the floor, right?

7 A. Yes, there was discussion about that.

8 Q. Okay. And you told Ms. Walker that you had an opinion
9 from an engineer that that would not create any issues, didn't
10 you?

11 A. I don't remember saying -- using those words.

12 Q. Okay. If you can, turn with me to Plaintiffs' exhibit
13 38. If you look at the second page of Plaintiffs' exhibit 38,
14 Plaintiff 00597. The last email on that page you wrote, this
15 is not an active drain. It is not connected to any plumbing.
16 It has not been for 50 years, right?

17 A. That's correct.

18 Q. And Mr. Lewis responded in the next email up, Kari let me
19 know you had an engineer confirm that. Can you forward those
20 details to me, right?

21 A. That's what that said.

22 Q. And that was on February 15th, 2019?

23 A. That's correct.

24 Q. Okay. And you never told Mr. Lewis that you didn't have
25 an engineer confirm that, did you?

1 A. The way I read that at the time was, Kari let me know you
2 had an engineer confirm that. There's no comma there, but the
3 way I read that and in the context of how these discussions
4 went in that they were going to send a plumber, they were
5 going to have their people look at it, they were going to have
6 their architect look at it.

7 In the context of that, when I'm reading this email at
8 the time, and when I looked back at it, I believed that was,
9 Kari let me know you had an engineer, send that -- so my
10 belief is that that was addressed to Kari from Caleb.

11 Q. Okay. Let's go to the first page. In the middle of the
12 page on February 20th, 2019 at 1:20 pm Caleb wrote, please
13 forward the information from the engineer and we can add that
14 to our file. And that's an email addressed to Ashleigh Black,
15 right?

16 A. It's addressed to Ashleigh Black, I believe. Yes.

17 Q. And because the email down from that Mrs. Black wrote, in
18 the interim, were you able to connect with your plumber,
19 right?

20 A. Okay.

21 Q. And so Mr. Black -- Mr. Lewis responded, I was not.
22 Please forward the information from the engineer and we can
23 add it to our file, right?

24 A. Okay.

25 Q. So he again asked for the information from an engineer

1 about this drain issue, right?

2 A. I wouldn't say he again asked.

3 Q. Because of the way you interpret the prior email from
4 February 15th that doesn't have a comma?

5 A. That's correct.

6 Q. Okay. Well, you've acknowledged one request, but you
7 never forwarded any information from an engineer to Mr. Lewis,
8 did you?

9 A. I believe there was several times when the engineering
10 plans were forwarded.

11 Q. Well, let me ask a better question. You never forwarded
12 anything from an engineer to confirm that this was not an
13 active drain and it wasn't connected to any plumbing, did you?

14 A. I believe my wife or Kevin Duckworth would have forwarded
15 ---

16 Q. You ---

17 A. --- engineering plans.

18 Q. Okay. So you're just talking about the plans in general,
19 right?

20 A. Those are the engineering plans for the space we're
21 talking about, yes.

22 Q. Okay. And, in fact, while we're at Plaintiffs' exhibit
23 38, the plans that you're talking about are actually in the
24 back of that exhibit, aren't they?

25 A. Yes, they're the plans at the back of this exhibit.

1 Q. Okay. Mr. Duckworth had concerns about you cutting
2 corners during construction, didn't he?

3 A. I believe he made that statement in a deposition. That
4 would be the only time I've heard that.

5 Q. Okay. In fact, he had concerns that you had not gotten
6 proper approval to conduct phase 2 construction, didn't he?

7 A. If he said that, he was probably referring to Mr. Lewis
8 and Ms. Walker.

9 Q. So he was concerned that Mr. Lewis and Ms. Walker had not
10 approved phase 2 construction, right?

11 A. He was being deferential to them as the landlord.

12 Q. What percentage of phase 2 construction costs was paid by
13 Taylors Mill Events versus paid by you individually?

14 A. The great majority of that was paid for by Taylors Mill
15 Events through a Taylors Mill Events checking account or
16 credit card.

17 Q. Okay. So did you fund any of the construction costs for
18 either -- either phase 1 or phase 2?

19 A. I funded all of it.

20 Q. Okay. But you're suggesting it came out of a Taylors
21 Mill Events' checking account?

22 A. There were instances where I wrote personal checks at
23 early stages and possibly after Taylors Mill Events' accounts
24 had been established. And then there's instances where checks
25 were written from a Taylors Mill Events' account, I would have

1 the middle, right?

2 A. It looks like the stairwell is to the east of that -- of
3 that wall.

4 Q. Right. So it separates the office and the Southern
5 Bleachery Event Space, right?

6 A. That wall? Yes.

7 Q. Okay. When you were -- during the construction for phase
8 2 you didn't have a construction dumpster outside, did you?

9 A. I don't know if we would have or not.

10 Q. And you didn't have any signs up saying construction zone
11 or anything like that on the exterior, did you?

12 A. That's not a typical practice for an interior renovation.

13 Q. Okay. And you never submitted the permits from the
14 County to Taylors Mill Development, did you?

15 A. I'm not aware if we submitted those directly to them or
16 not. We submitted them permitted plans.

17 Q. I'm talking about the actual permits, themselves.

18 A. No. Those would go inside our space where the
19 construction was occurring.

20 Q. And you never notified Taylors Mill Development, hey, we
21 got our permit, we're going to start construction, did you?

22 A. I'm not aware of those words, no.

23 Q. Mr. Black, let me -- actually, I'm going to go back to
24 Plaintiffs' exhibit 38, but I'm going to put it on the --
25 something on the screen, so you don't necessarily need to

1 turn.

2 Again, this was previously admitted as Plaintiffs'
3 exhibit 38. And I'm looking at the page labeled Plaintiff
4 606. All right. And can you read -- I'm going to try to blow
5 it up. You see the equipment schedule there?

6 A. I do.

7 Q. All right. I think you talked about this equipment
8 schedule earlier. Number 1 is a warming cart, right?

9 A. That's correct.

10 Q. And then there's a prep table, an ice maker, water
11 heater, prep sink, hand sink, another sink, a cooler, a
12 storage shelf, a washer, an extended exhaust dryer and a
13 grease interceptor, is that right?

14 A. That's correct.

15 Q. All right. And there's no ovens on that equipment
16 schedule, right?

17 A. There are not.

18 Q. And there's not a refrigerator?

19 A. No, sir.

20 Q. And there's not a stove?

21 A. No, sir.

22 Q. And there's no hood in these plans, correct?

23 A. That's correct.

24 Q. Okay. Mr. Black, you actually treat Taylors Village and
25 Southern Bleachery as a combined business venture for many

1 purposes, don't you?

2 A. No, I don't.

3 Q. You don't? If you could turn with me to Defendant's --
4 in the black notebook, sorry to make you switch again, going
5 to tab 5 in the black notebook. All right. And this is a
6 letter that you wrote to Mr. Lewis, isn't it?

7 A. I'm not aware of writing a letter to -- it looks like an
8 email or is this a -- this is a draft -- this was a draft
9 email.

10 Q. Okay. Well, let me direct your attention to the third to
11 last page. This is Plaintiff 03820. You see that page?

12 A. Yes, sir.

13 Q. All right. And in the fourth paragraph down it says, I
14 am giving you a hard copy of this for a reason, right?

15 A. Um-hum (affirmative).

16 Q. Do you recall giving Mr. Lewis a hard copy of this
17 document?

18 A. I do not.

19 Q. You don't? But you drafted this document, right?

20 A. I believe -- yes, I did.

21 Q. Okay. Let's go back to the first page.

22 **MR. McCARRELL:** And at this time I would move that
23 Defendant's 5 be admitted into evidence.

24 **THE COURT:** Objection?

25 **MS. BLACK:** No objection.

1 **THE COURT:** All right. The same is admitted.

2 (Whereupon Defendant's exhibit 5 was admitted into

3 evidence)

4 Q. And you start off saying, when I began my development
5 efforts on the front 13 over two years ago, right?

6 A. That's correct.

7 Q. And that's talking about the Taylors Village property,
8 isn't it?

9 A. The front 13 is in reference to the Taylors Village
10 property, that's correct.

11 Q. Okay. And then you go on to give examples where you
12 ended up footing the bill instead of making something an
13 issue, right? And then there's an enumerated list, isn't
14 there?

15 A. Yes, it appears so. Yes.

16 Q. And these examples all relate to items related to the
17 leased property, don't they?

18 A. With the exception of potentially number 8, it looks --
19 it appears that they all were related to phase 1 construction
20 on his property.

21 Q. Okay. So the majority ---

22 A. Yes.

23 Q. --- related to the leased space, right?

24 A. Yes, sir.

25 Q. Okay. And if you go to -- keep flipping to Plaintiff

1 3817. And the second paragraph there you say, the point is
2 not to indict you. Last week, when I said I was concerned for
3 you, I was saying that as a man who has invested his all in
4 developing space at your property and the neighboring
5 property, right?

6 A. That's correct.

7 Q. And if you go to the next page in sort of the middle of
8 the page there you say, but here's the deal if it is not
9 clear. Number 1, you do not have an easement for the rear
10 roadway, right?

11 A. That's what it says, yes.

12 Q. That's a Taylors Village issue, isn't it?

13 A. That's correct.

14 Q. Number 2, ---

15 A. That was a Taylors Mill Development issue.

16 Q. Okay. Number 2, dock 1 has an easement for the loading
17 docks. That's also about a dispute between Taylors Village
18 and Taylors Mill Development, isn't it?

19 A. That's related to that, yes.

20 Q. Okay. Let's go to the next exhibit, which is tab 6.
21 This is some sort of business plan that you've put together,
22 right?

23 A. It doesn't appear to be a business plan.

24 Q. All right. It's a document you drafted, right?

25 A. I don't know if I drafted this.

1 Q. Okay. You see down on the bottom it's Bates labeled
2 Plaintiff 5649, right?

3 A. That's correct.

4 Q. Okay. And it says at the top, list of TV, Taylors
5 Village/SB, Southern Bleachery assets, right?

6 A. That's correct.

7 Q. Okay. And the first header says Taylors Mill Development
8 and Southern Bleachery Venue as -- I think that's a typo there
9 -- landlord/tenant/business partner, right?

10 A. Where are you reading that?

11 Q. The first bolded caption. Taylors Mill Development and
12 Southern Bleachery Venue as a landlord/tenant/business
13 partner, right?

14 A. That's correct.

15 Q. And it says Ashleigh is the contact?

16 A. That's correct.

17 Q. Okay. And then the next page, the next caption, Taylors
18 Mill Development and Taylors Village as neighbors. Lawrence
19 is the contact, right?

20 A. That's correct.

21 Q. Okay. Are you suggesting that somebody else might have
22 drafted this?

23 A. I think Alex Reynolds might have helped us with this. Is
24 this related to the -- I believe Alex may have helped with
25 this.

1 Q. Okay. So Alex was helping you draft this outline of your
2 business, right?

3 A. I'm not saying that for sure, but I believe that he would
4 have been this -- not a document I produced for myself. This
5 is -- looks like it was an early -- I'd have to read the whole
6 document. I don't ---

7 Q. Okay.

8 A. --- want to speculate.

9 Q. So this is a record that the Plaintiffs produced, right?

10 A. This is a record that we produced.

11 Q. Okay.

12 **MR. McCARRELL:** Your Honor, at this time I would move
13 that Defendant's exhibit 6 be admitted into evidence.

14 **THE COURT:** Objection?

15 **MS. BLACK:** No objection.

16 **THE COURT:** All right. The same is admitted.

17 (Whereupon Defendant's exhibit 6 was admitted into
18 evidence)

19 Q. And so this is a -- one whole business document looking
20 at both Taylors Village and Southern Bleachery, right?

21 A. It appears so.

22 Q. Okay. Mr. Black, you recall a time in the, say,
23 spring/summer of 2019 when Taylors Mill Development had a
24 series of water disruptions, don't you?

25 A. Yes, I do.

1 Q. And then there was probably, I don't know, four or five
2 days almost in a row where the water to the Taylors Mill
3 Development property was gone, right?

4 A. I'm not aware of the frequency or the order in which they
5 occurred, but there were several.

6 Q. But it was more than once, right?

7 A. Yes, there were.

8 Q. Okay. And Mr. Lewis was concerned about the source of
9 these water disruptions, right?

10 A. Yes, he was.

11 Q. And at the time you were concerned about the restriping
12 of the alleged loading zone, right?

13 A. I'm not aware of the time-line, but it's all -- okay.

14 Q. But you were upset about the loading zone issue at some
15 point, right?

16 A. That was a separate issue. Yes, of course I was.

17 Q. Okay. And do you recall telling Mr. Lewis when you fix
18 my parking lot, I'll figure out who's turning off your water?

19 A. I don't recall that.

20 Q. You don't? Okay.

21 If you could, go back to the white folder, please, sir.

22 And I am looking at Plaintiffs' exhibit 75. Mr. Black, this
23 is a document that was previously admitted into evidence. I'm
24 looking at the schematic that was attached in Plaintiffs'
25 exhibit 75. And you spent time talking about assembly A and

1 to.

2 Q. And was construction going on for phase 2 in December of
3 2018?

4 A. It's -- yes. Yes, it's -- yes, it's possible. Yes. I
5 mean, it was going on. Whether it was happening on this day
6 ...

7 Q. Okay. And there were, I think you testified about this
8 earlier, what was the presence of construction traffic,
9 construction vehicles, various aspects of construction going
10 on at the time?

11 A. It would have been ongoing. And it would have been
12 during the week. If we had events on the weekend -- and so
13 most of the construction would have been during business hours
14 during the week.

15 Q. Look at -- look back to Defendant's 12. And Mr.
16 McCarrell asked you a few questions about this document and --
17 at where your wife, Ashleigh, in May of '18 asked Mr. Lewis
18 and Mr. Cotton -- well, she just said, here are updated plans
19 for your review. Do you recall that? And please let me know
20 if you have any questions or would like to discuss, correct?

21 A. I'm sorry, this is ---

22 Q. I'm sorry, 12, Defendant's 12. Sorry.

23 A. Okay. Yes.

24 Q. So you see where Ashleigh Black writes that she's
25 attaching the original plans TMD approved in October of 2015

1 as well as the updated ones for your review, correct?

2 A. Yes, that's correct.

3 Q. And then at the end of her email she says, please let me
4 know if you have any questions or would like to discuss,
5 correct?

6 A. That's correct.

7 Q. She does not say, would you please approve these,
8 correct?

9 A. That's correct.

10 Q. Do you recall a series of questions with Mr. McCarrell
11 about the concrete pouring into troughs?

12 A. I do.

13 Q. And is pouring concrete into the troughs a plumbing
14 issue?

15 A. If it was a plumbing issue it would have been on the
16 plumbing engineer report. All plumbing related matters are on
17 that engineering report.

18 Q. If you will turn back to Defendant's exhibit 6, please.
19 This is a document that Mr. McCarrell asked you a few
20 questions about. And I think you said that this was something
21 that, perhaps, you all had worked on with Alex Reynolds?

22 A. Yes.

23 Q. And you've got in the middle of the first page in bold
24 font it says, Taylors Mill Development and Southern Bleachery
25 Venue as a landlord/tenant/business partner, correct?

1 global solutions and blurred lines. And it was -- it made --
2 it made Ashleigh's job and my job very difficult. So I think
3 this was that early appeal to Alex to sort of help, you know,
4 guide and assist Caleb in the efforts in the community but
5 then also just sort of set some boundaries and begin to think
6 of a framework that's just a little bit more professional.

7 Q. And Mr. McCarrell asked you a few questions about some
8 water disruptions that occurred in the spring and summer of
9 2019. Do you remember that?

10 A. Yes.

11 Q. And he asked you if Mr. Lewis was concerned with the
12 source of the water disruptions. Do you remember that?

13 A. Yes.

14 Q. How about you? Were you concerned about the source of
15 the water disruptions?

16 A. Yes. It was coming from my property, and I was paying
17 for it.

18 Q. Well, and if the water's turned off to Taylors Mill
19 Development, does that impact Taylors Mill Events and Southern
20 Bleachery Venue?

21 A. The instances where the water was turned off were very
22 costly to Taylors Village and to Taylors Mill Events. We -- I
23 remember having to pay a lot of money for a luxury -- a
24 bathroom bus for an event one night because all the pipes were
25 -- and, yes, it was a problem. This kind of goes to the --

1 the ask and the kind of blurry the lines.

2 There was -- this water line ran from the very top of our
3 property, all through our property. The property I was
4 developing that was -- had an, you know, active civil
5 engineering permit. And we were trying to develop around this
6 water line. And it was getting hit. It would get hit. And
7 we would all be affected.

8 And this was -- it was -- it was -- it's unfortunate. I
9 think we really could have -- both of us avoided a lot of
10 expenditure and headache if just would -- if what happened
11 much later would have happened earlier. But that was not
12 something I had any control over. And I ---

13 Q. Oh, ---

14 A. --- say -- go ahead.

15 **THE COURT:** All right.

16 Q. Thank you, Mr. Black.

17 **THE COURT:** Thank you, sir. You can step down. Okay.

18 So, Ms. Black, you have two additional witnesses? One of whom
19 is a deposition, ---

20 **MS. BLACK:** It's a ---

21 **THE COURT:** --- video ---

22 **MS. BLACK:** --- video deposition.

23 **THE COURT:** Okay.

24 **MS. BLACK:** I think we had asked -- Ms. Eldridge is just
25 going to check on Mr. Duckworth. I think we asked him to be

1 Q. Okay. And can you tell me why you wrote this email?

2 A. I wrote this to express why we were doing it was to
3 simply get rid of the tripping hazard in the room.

4 Q. Okay. And you write that they are troughs, not drains,
5 and they are only connected to that one room, right?

6 A. Yes.

7 Q. Can you describe what -- what's the difference between a
8 trough and a drain?

9 A. So a trough will be a open drainage system. And a floor
10 drain in this context would be a small floor drain as in like
11 a bathroom or a shower drain. A trough will be an open --
12 basically like a ditch in the concrete, which is a gigantic
13 tripping hazard.

14 Q. And so was this basically a ditch in the concrete ---

15 A. It was.

16 Q. --- that you're talking about and what the leveling and
17 the concrete pouring was going to alleviate?

18 A. Yes.

19 Q. Okay. And it says they're only connected to that one
20 room?

21 A. Yes.

22 Q. Are drains connected to just one room in that same way?

23 A. I guess I don't understand the question.

24 Q. Sure. I think I'm still trying to draw a distinction
25 between a trough and a drain. And the troughs here, do they

1 A. Yes.

2 Q. Is that a -- was that drain currently being used that you
3 refer to in this sentence?

4 A. No. So that drain in that sentence is the one I was
5 talking about that's in the four foot deep hole.

6 Q. Okay.

7 A. And it's just -- it's not connected to anything. It's
8 full of, I would assume, sludge from the mill.

9 Q. Over how many years?

10 A. When it was an active mill.

11 Q. Okay.

12 A. And not since.

13 Q. Okay. And then it says -- you write, the new concrete
14 and drains will not affect the existing system or clog it,
15 correct?

16 A. Yes.

17 Q. And by the new concrete, what are you referring to?

18 A. The leveling grout that we were going to pour over the
19 top of it.

20 Q. Okay. Mr. Duckworth, would the floor leveling work --
21 the pouring of that concrete to level the floors and do that,
22 was that of any concern to you that that work would impact any
23 drainage system?

24 A. Not at all, no.

25 Q. Thank you, Mr. Duckworth.

1 outcome of cleaning that 50 year old pipe out at some point in
2 the future.

3 Q. Okay. Mr. Duckworth, you don't think it would have been
4 a bad idea to get a plumber or an engineer to come look at
5 that trough before you put concrete down there?

6 A. It was so self-evident that anyone could see it.

7 Q. But as a general contractor, you wouldn't go ahead and do
8 -- if you were on a job as a general contractor, you wouldn't
9 do the plumbing work yourself, would you?

10 A. No, you get a plumber.

11 Q. You'd subcontract that out to a plumber, right?

12 A. Yes, which -- which we had a plumber.

13 Q. Mr. Duckworth, I'm going to ask you a little bit about
14 some water issues that were going on between the property
15 owned by TMD and the property owned by Mr. Black.

16 A. Sure.

17 Q. You recall that there were some water issues, I think it
18 was a water pit and a fire pit, ---

19 A. Yes.

20 Q. --- and there were some issues with that, right?

21 A. Yes.

22 Q. Okay. And those issues were kind of being addressed in
23 late 2018, early 2019, kind of ---

24 A. Yes.

25 Q. --- up until then?

1 A. Sure.

2 Q. Okay. And did you investigate those issues?

3 A. Oh, yeah. Yeah, that was -- yeah, very thoroughly. So

4 ...

5 Q. Do you -- can you tell me what you found? What the issue
6 was?

7 A. So the problem is that they both share the same fire pit
8 or the same shut -- backflow preventer for their sprinkler
9 system. So both properties are using the same system. So the
10 only way to remedy that is for one of the properties to get
11 their own backflow preventer.

12 Q. Right. And Mr. Black and Mr. Lewis would need to work
13 together to do that, right? To separate them out?

14 A. Yes.

15 Q. Okay. And so in other words, Mr. Lewis could not have
16 done that himself? He needed Mr. Black's cooperation to do
17 that?

18 A. So either party could install a backflow preventer on
19 their own with no interaction from the other.

20 Q. Right. But he would have to tell Mr. Black that he was
21 getting off his system?

22 A. Just notice, that's all -- so Greenville Water said that
23 you just have to give notice of a certain amount of time and
24 that's it.

25 Q. Right. And in 2019, I think it was around the spring and

1 the summer, do you remember that there is a valve on Taylors
2 Village property that could shut off the water to Taylors Mill
3 Development's property?

4 A. Yes.

5 Q. Okay. And that valve was at 232 Mill Street, wasn't it?

6 A. It was.

7 Q. And that's a property owned by Mr. Black?

8 A. Yes.

9 Q. And this valve was inside a locked room?

10 A. Yes.

11 Q. And there's a keypad on it?

12 A. That was during construction of that building, so I don't
13 know if there was a keypad at that time or not. But ---

14 Q. But there was some kind of lock?

15 A. It was in a room -- yes.

16 Q. Okay. And the valve was about eight feet off the floor,
17 wasn't it?

18 A. It was, yes.

19 Q. Okay. So you would need a ladder to get up there and
20 shut it off?

21 A. Yes.

22 Q. So there was no chance that you could just bump into it
23 and turn it off?

24 A. No.

25 Q. Okay. And you remember that there were some disruptions,

1 that one?

2 A. I do.

3 Q. And it says, Kari let me know that you had an engineer
4 confirm that. Can you forward these details to me? You see
5 that?

6 A. February -- okay. Yes, I see it.

7 Q. And then if you flip the page back to the first page, ---

8 A. Sure.

9 Q. --- basically right in the middle of the page, there's an
10 email from February 20th, 2019 from Caleb Lewis again. And he
11 says, please forward the information from the engineer and we
12 can add that to our file. And then right above that Lawrence
13 Black asks you and says, Kevin, can you attach a full set of
14 plans for Caleb? And then you respond, and you attach these
15 plans that we just looked at, right?

16 A. Yes.

17 Q. But nothing in these plans shows concrete being poured to
18 level the drains? Level the floor, excuse me, not the drains.

19 A. Again, that would not be on anyone's plan.

20 Q. Okay.

21 A. I've seen a lot of plans and I've never had level
22 concrete floor put on plans from any architect, ever.

23 Q. But these plans would not be responsive to Mr. Lewis' two
24 requests for ---

25 A. So the -- the engineering in this circumstance was

1 going to happen if you poured that concrete down the drains,
2 right?

3 A. Yes. Yeah.

4 Q. And that ---

5 A. So you block it off. That's what we were doing.

6 Q. Right. Why didn't you block it off?

7 A. We did block it off.

8 Q. When you ultimately leveled the floors?

9 A. We never leveled the floors.

10 Q. Okay.

11 **MS. TRAYNOR:** Nothing further, Your Honor.

12 **THE COURT:** Okay. Redirect?

13 **MS. BLACK:** Very quickly, Your Honor.

14 **Redirect Examination by Ms. Black:**

15 Q. Mr. Duckworth, you were asked a few questions about the
16 approval by a landlord, ---

17 A. Yes.

18 Q. --- do you recall that?

19 A. Yes.

20 Q. And were you present on any emails, you know, from May of
21 2018 with Ashleigh and Lawrence Black, and Mr. Lewis and Mr.
22 Cotton or any meetings over the summer with them about the
23 plans and ---

24 A. Yeah, there was an ongoing conversation about the
25 development of phase 2. It was back and forth. And I just

1 **THE COURT:** Yeah, yeah.

2 **MR. McCARRELL:** --- can be putting ---

3 **THE COURT:** Yeah, that's fine.

4 **MR. McCARRELL:** Okay.

5 **THE COURT:** That's fine. It won't distract me, I
6 promise.

7 **MR. McCARRELL:** Okay.

8 **Direct Examination by Mr. McCarrell:**

9 Q. Mr. Lewis, could you tell me your relationship to Taylors
10 Mill Development.

11 A. I'm the owner of Taylors Mill Development, LLC.

12 Q. Okay. And what is Taylors Mill Development, LLC?

13 A. We're the developing company of 250 Mill Street, which is
14 a 62 plus acre parcel of land with an old textile mill, to
15 just be broad with it, that we're redeveloping.

16 Q. Okay. And in the process of that redevelopment you lease
17 to tenants?

18 A. We do. We have around 70 tenants.

19 Q. Okay. And could you just give some examples of some of
20 the tenants that are there?

21 A. Sure. So, obviously, Southern Bleachery Event Space,
22 Carolina Recycling Company, LLC, which is my primary business
23 and what brought me to the property to begin with. I started
24 as a tenant and eventually bought the property.

25 We've got 13 Stripes Brewery, we've got a restaurant, The

1 Farehouse, we've got Pinky's Revenge, an arcade, Blue Ox,
2 hatchet throwing, we've got a CrossFit gym. We've got a lot
3 of different entrepreneurs and artists. We've got a model
4 train station where kids mainly will go in and see model
5 trains and play around with those.

6 Q. Okay. And with regard to Taylors Mill Development, was
7 it originally an LLP?

8 A. It was. So we formed it quickly. And after speaking to
9 an attorney, he didn't like it being an LLP, so we converted
10 it to an LLC.

11 Q. Okay. And were you advised that you needed to go back
12 and amend all of the contracts that Taylors Mill Development,
13 LLP, had entered into?

14 A. No. I was told the opposite, that everything was fine
15 the way it was.

16 Q. As far as you -- what's your connection to the Taylors
17 area?

18 A. So I never lived in Taylors, but I went to Eastside High
19 School, which is in Taylors. My parents went to high school
20 in Taylors. My grandparents lived in Taylors.

21 So I grew up in the area and was familiar with the area,
22 but, honestly, I never even knew the Mill existed. I'd been
23 up and down Main Street I don't know how many times and never
24 turned down Mill Street to see the -- the Mill.

25 Q. And you mentioned, too, that you graduated from Eastside.

1 Did you go to college afterwards?

2 A. Yes. I went to -- I went to a couple of tech -- I went
3 to Greenville Technical College, and then Tri-County and then
4 to Southern Wesleyan University.

5 Q. And did you ever get a degree from Southern Wesleyan?

6 A. No, I didn't.

7 Q. Okay. How many credits short were you?

8 A. Three. I didn't realize -- so I still have to take an
9 Economics class that I actually took at another technical
10 college and apparently didn't transfer. I found that out
11 years later.

12 Q. So you mentioned your recycling company. What was the
13 name of the recycling company?

14 A. It's Carolina Recycling Company, LLC.

15 Q. Okay. And what does that company do?

16 A. So we're a post-industrial plastic recycler. We deal
17 with manufacturers, mainly injection molding, blow molding,
18 folks that take resin and turn it into something plastic. We
19 take that and we shred and grind it up and sell it.

20 Q. And you said you were originally a tenant of the Taylors
21 Mill through Carolina Recycling?

22 A. That's correct.

23 Q. Okay. And who was your landlord at that time?

24 A. It was Kenneth Walker, Kenneth and Ruby Walker. I think
25 they were the joint owners. I'm not positive. Taylors Mill

1 Properties was the -- who the lease was with.

2 Q. Okay. And at some point did Mr. Walker decide he was
3 going to sell the Mill?

4 A. He did.

5 Q. Okay. How did you learn about that?

6 A. Well, he was having some issues with the County. Just --
7 he's an older gentleman. He was an older gentleman when he
8 owned it, and he's an older gentleman now, but he owned a
9 mechanical company, electrical company. And I think some of
10 the things that were being done, the County didn't agree with.
11 And they came down kind of hard on him.

12 And, you know, we all went to bat for him, redeveloping
13 this old Mill. And he just -- I think he'd basically had
14 enough of such a large project. And so Greg Cotton and I
15 decided to purchase the Mill. There were other parties that
16 were ahead of us that were to buy the Mill, but we ultimately
17 ended up buying it.

18 Q. Okay. Did you purchase the entirety of what Mr. Walker
19 or his business entity owned?

20 A. No. So there's really three properties, you know, up
21 there in the area, but, no, there's to the western portion
22 there's, I think it's around a 14 acre area with multiple
23 buildings that Mr. Black is the managing partner of. And then
24 we bought the larger portion that's -- that houses the rest of
25 it.

1 Q. And this might be a good time to take a look at this
2 easel that's been placed over here on the side. And it's been
3 marked as Defendant's exhibit 40. Do you see that?

4 A. I do.

5 Q. And can you tell me what that appears to be?

6 A. So that's an overhead view of not all of both properties,
7 but the majority of the buildings of three properties.

8 Q. Okay. And is that a fair and accurate representation of
9 an overhead shot of the Mill?

10 A. Of what I own?

11 Q. And maybe also some buildings Mr. Black owns.

12 A. So Mr. Black owns to the western portion where it says
13 Junto Coffee and The Marketplace. And then directly across
14 from that is another building and a smokestack that you can't
15 really see. And then further to the west is a metal building
16 that he also owns. And then it actually goes further back.
17 And there's more land, parking.

18 And then there's another -- I believe it's called the
19 filtration plant back there. And as you come down -- so Mill
20 Street, about halfway up there, Pro Sportsplex building is
21 kind of just a cutout about -- I think they have around two
22 acres between the building and the parking. And that's a
23 separate property. And then we encompass around them.

24 And they go down -- there's a lot of land down there.
25 There's wetlands down in there. And then we're the rest of

1 the building basically where it splits between -- where it
2 says Junto Coffee, there's a strip of land there. And our
3 property begins somewhere in that area ---

4 Q. Okay.

5 A. --- to the east.

6 Q. And just to go back, is this a fair and accurate
7 representation of an overhead shot of the Mill?

8 A. Yes.

9 Q. Okay.

10 **MR. McCARRELL:** Your Honor, at this time we would move
11 that Defendant's exhibit 40 be admitted into evidence.

12 **THE COURT:** Objections?

13 **MS. BLACK:** No, ---

14 **THE COURT:** Without objection, ---

15 **MR. McCARRELL:** I hope that doesn't ---

16 **THE COURT:** --- the same is admitted.

17 **MR. McCARRELL:** I hope that doesn't cause any logistical
18 issues for the Court having a large poster board, but I hope
19 it will be instructive to Your Honor.

20 (Whereupon Defendant's exhibit 40 was admitted into
21 evidence)

22 **MR. McCARRELL:** Your Honor, permission for Mr. Lewis to
23 step down to the poster board?

24 **THE COURT:** Yes, sir. Yeah, no worries. No problem.

25 **MR. McCARRELL:** Permission to approach, Your Honor?

1 A. Correct.

2 Q. And so, otherwise, all the other buildings we're looking
3 at are part of Taylors Mill Development?

4 A. Yes. Everything this way is Taylors Mill Development
5 besides the Pro Sportsplex.

6 Q. Okay. Thank you, Mr. Lewis. If you could go ahead and
7 take your seat again. So, Mr. Lewis, you mentioned, I think,
8 Greg Cotton earlier, is that right?

9 A. Correct.

10 Q. And what was his role with Taylors Mill Development?

11 A. So he was my partner for I don't know how many years, but
12 we purchased the Mill together, a partnership.

13 Q. Okay. And is Mr. Cotton still your business partner?

14 A. He's not.

15 Q. Okay. You bought him out or how would you describe ---

16 A. Yeah. So we had a difference of opinion on -- what most
17 partners I think's got -- things end up going. But difference
18 of opinion on who was to do what and what responsibilities
19 fell on whose shoulders. And ultimately I ended up buying him
20 out.

21 Q. Okay. So with regard to Mr. Black, was he already a
22 tenant when you purchased the Mill?

23 A. His name was on the lease, yes.

24 Q. Okay. And so there was some sort of lease with Taylors
25 Mill Properties, your predecessor?

1 A. Correct.

2 Q. Did you decide that -- did you and Mr. Cotton decide to
3 enter into a new lease?

4 A. We did.

5 Q. Okay. And can you turn to the white notebook,
6 Plaintiffs' exhibit 5. And is this a copy of the lease with
7 Mr. Black and Taylors Mill Development?

8 A. It is.

9 Q. Okay. And so Mr. Black is the tenant on this lease,
10 right?

11 A. Correct.

12 Q. Are there any other tenants listed on the lease?

13 A. No, just Mr. Black.

14 Q. Did you tell Mr. Black that he had to sign the lease as
15 an individual?

16 A. No.

17 Q. Have there ever been any amendments or modifications to
18 the lease?

19 A. I don't believe so.

20 Q. Okay. Have amendments or modifications been discussed at
21 various times?

22 A. Yes.

23 Q. And so, Mr. Lewis, what was the term of this lease?

24 A. For a five year term beginning on the first day of June
25 2015.

1 sub-lease or assignment. Is that right?

2 A. Yes.

3 Q. Did Mr. Black ever ask for permission for Taylors Mill
4 Events to sub-lease from Mr. Black?

5 A. No.

6 Q. Did Taylors Mill Development ever raise any sort of
7 objection to Taylors Mill Events sub-leasing from Mr. Black?

8 A. It was never brought up.

9 Q. You never communicated with Mr. Black that it would be
10 unacceptable for Taylors Mill Events to sub-lease?

11 A. Not that I recall.

12 Q. Since we're still looking at the lease, let's take a look
13 at -- on page 5, paragraph 28. And it says, lessor and lessee
14 acknowledge and agree that certain improvements will be
15 required to be made to the premises in order to make the
16 premises suitable for occupancy and use by the lessee. All
17 improvements shall be handled by and through the lessor
18 regardless of whether lessee is bearing all or any portion of
19 the costs of such improvements. Lessor and lessee are
20 entering into a separate agreement relating to the
21 specifications for the improvements to be made to the premises
22 and the responsibility for the costs thereof. Is that right?

23 A. That's right.

24 Q. So you understood that there would need to be some
25 improvements made in order to get a certificate of occupancy?

1 A. Correct.

2 Q. Okay. And just generally, what sort of improvements,
3 briefly, did you understand needed to be done?

4 A. I would say refinishing the floor, lighting, HVAC,
5 bathrooms.

6 Q. Did Mr. Black's certificate of occupancy depend on a
7 final development plan?

8 A. Yes.

9 Q. Okay. And why is that?

10 A. Well, I think he described it that your final development
11 plan, everything has to be in order, basically, for you to
12 move forward with any new development. There were some things
13 on there that we needed to remedy or some things that just
14 hadn't been done. And so in order for them to get a
15 certificate of occupancy, we needed to do some things so that
16 we would be up to par with what the County wanted with that
17 final development plan completed.

18 Q. Okay. And did Taylors Mill Development ultimately get
19 those issues addressed for the County?

20 A. We did.

21 Q. And have you -- have you had to sort of work with the
22 County over the years to update the final development plan?

23 A. Constantly.

24 Q. Okay. Is Taylors Mill Development currently in
25 compliance with its final development plan?

1 needed a bigger location. And so -- I'm sorry. Will you
2 repeat the question?

3 Q. Yeah. Sure. The -- what was the need for the
4 certificate of occupancy for the Made South event?

5 A. What was the need for the temporary certificate of
6 occupancy?

7 Q. Well, I just said certificate of occupancy, but, yeah, if
8 it was a temporary.

9 A. It was temporary. I mean, it was such a large location
10 that it couldn't be done -- I don't think that Southern
11 Bleachery had their CO at the time. If they did, it wasn't a
12 big enough space to house this massive event.

13 Q. Okay. And so what -- what was the relationship with the
14 shared parking agreement and the Made South event?

15 A. So we had to have a certain amount of parking spaces for
16 the number of guests that were expected and the occupancy that
17 was inside the space where the temporary occupancy was
18 granted.

19 Q. Let's go back to the lease and revisit the lease again.
20 Take a look at page 4, paragraph 19, quiet enjoyment. Do you
21 see that?

22 A. I do.

23 Q. And it says, subject to the conditions of this lease, the
24 lessor agrees that the lessee may peaceably, it maybe -- it
25 should be peaceably, have, hold and enjoy the premises,

1 without hindrance by the lessor or lessor's agent. Is that
2 right?

3 A. Yes.

4 Q. Have you ever hindered Mr. Black's use of the premises?

5 A. No.

6 Q. What sort of notice do you give Mr. Black prior to
7 entering the leased space?

8 A. At least 24 hours.

9 Q. And is that something that you generally require of all
10 of your tenants or how does that look with Mr. Black?

11 A. I would say they're the most strict on that policy. Most
12 everyone else is okay with a shorter amount of time.

13 Q. Have you ever restricted Mr. Black's operations at the
14 event space?

15 A. No.

16 Q. You ever told him he can't hold an event within his
17 leased premises on a certain date?

18 A. No.

19 Q. Sticking with the lease, on page 5, you see the exclusive
20 use clause, paragraph 29?

21 A. I do.

22 Q. It says, lessor represents, warrants, and covenants that
23 from and after the effective date of this lease, neither
24 lessor nor any affiliate of the lessor will lease any space in
25 the property known as the Taylors Mill, to any other tenant or

1 other occupant for use as event space. Is that right?

2 A. That's right.

3 Q. What was your understanding of that provision?

4 A. That Taylors Mill would not lease to anyone else for use
5 as an event space for hire.

6 Q. Okay. And did the Taylors Mill ever lease to another
7 tenant as an event space for hire?

8 A. We did not.

9 Q. Did the Blacks seem to have a different interpretation of
10 that clause?

11 A. They did.

12 Q. And what was your understanding of their interpretation?

13 A. From my understanding, they said that no one -- any other
14 tenant could host any type of event without their permission.

15 Q. Okay. And did any sort of conflict or tensions arise out
16 of that disagreement and interpretation of that contract or
17 that provision?

18 A. Yeah, that's really what started the tension between the
19 two of us.

20 Q. And did you try to resolve those issues?

21 A. We did.

22 Q. If you can, pick up the white notebook and go to tab 28.
23 And do you recognize Plaintiffs' exhibit 28?

24 A. I do.

25 Q. Okay. And this is an email that you sent to Ashleigh and

1 Lawrence. And you attached an exclusivity clause and policies
2 document that Ashleigh and Alex worked on as well as an
3 amendment to the lease that ties everything together, is that
4 right?

5 A. That's right.

6 Q. What was the intent behind submitting this exclusivity
7 clause and the proposed lease amendment?

8 A. Well, I think in the broad term in here was to tie
9 everything together, to get -- to get all on the same page and
10 all work together and move on.

11 Q. Okay. And was the lease amendment ever signed?

12 A. No.

13 Q. And why was that?

14 A. Because they didn't want to sign it.

15 Q. Did they ever propose any modifications or redlining to
16 the amendment?

17 A. I don't believe so.

18 Q. I think there was some testimony about some monthly
19 meetings that were held about events. Can you tell me about
20 monthly meetings?

21 A. Yes. So we started having what we called dock 3 monthly
22 meetings. It was for the folks within the area where you can
23 see -- it says Blue Ox, Pinky's, Southern Bleachery,
24 Farehouse, 13 Stripes. Within that -- we call that dock 3.
25 You can see the cars in there.

1 A. There's no -- no one has rights to private parking or
2 special parking.

3 Q. Did the Blacks seem to have a different interpretation of
4 their parking rights?

5 A. They did.

6 Q. And what was that?

7 A. They believed that they had what was designated as a
8 loading zone through a conversation that Lawrence and I had,
9 Lawrence, myself and I think Greg had while standing in the
10 loading zone that they had just painted, we called it -- it
11 was smurf blue turf out there, that I would -- he had to paint
12 over it because we didn't want that blue color out -- we never
13 gave them permission to do in the beginning anyway, to paint
14 it black.

15 And it was three parking spaces. It's still three
16 parking spaces on our final development plan. And I allowed
17 him to paint it all black and put loading zone, but knowing
18 that they're still parking spaces. And if someone parks
19 there, there's, you know, someone parks there. Putting
20 loading zone was to deter folks from parking there.

21 Q. And did issues arise out of the disagreement about
22 whether there was a loading zone or not?

23 A. Yes.

24 Q. And what sorts of issues did you have to address?

25 A. I don't recall right off. I mean, it was -- repeat the

1 question.

2 Q. What sort of issues did -- arose maybe from other tenants
3 or Mr. Black with regard to these alleged loading zone rights?

4 A. Well, I mean, other folks would say -- other tenants
5 would say, you know, I thought we don't have -- everybody's
6 lease says the same thing or in the, you know, roundabout the
7 same way, that there's no -- nobody has special parking. That
8 parking is where available on the property.

9 So they asked why they had special parking. And my
10 response was, well, they don't. And I would tell them the
11 same thing I told Mr. Black in our conversation that allowed
12 them to put the loading zone there, but it's still parking.

13 Q. And did you later revoke permission to have a loading
14 zone?

15 A. I did.

16 Q. Can you turn with me to Plaintiffs' 49.

17 A. I'm sorry?

18 Q. Plaintiffs' 49, 4-9. And is this a picture of the
19 parking in front of the Southern Bleachery space?

20 A. It is.

21 Q. Okay. And is this what it looked like when you revoked
22 permission for a loading zone?

23 A. It is.

24 Q. So before that, where the darker area is, how was that
25 designated?

1 A. So if you -- if you take out the lines in between the
2 three cars, the two middle lines, it was just black through
3 there. And then it said loading zone underneath where the
4 4Runner is.

5 Q. Okay. And did it later change again as far as what the
6 striping looks like in this space?

7 A. We did. Yeah, we -- we striped over the space where the
8 4Runner is. And it's now a loading zone.

9 Q. And why did you do that?

10 A. I just felt like it was the right thing to do. You know,
11 they felt like I was hurting their business. I still don't
12 feel like I was, but I wanted to make amends and appease them.
13 And so I just did it.

14 Q. Have you considered this tenant relationship to be a
15 difficult one?

16 A. Very.

17 Q. Have you had difficulty -- similar difficulty with other
18 tenants at the Mill?

19 A. No.

20 Q. I'd like to talk about construction of the lease space.
21 Who agreed to pay for the upfit costs?

22 A. Mr. Black.

23 Q. If you could switch notebooks to the black notebook for
24 me. And look at Defendant's exhibit 2. And this was
25 previously admitted into evidence. But I'd like for you to

1 look at the -- towards the bottom of the page. There's an
2 email from Lawrence dated July 21st, 2015. And it says, all
3 building expenses and upfit costs will be paid by the lessee.
4 Is that right?

5 A. Yes.

6 Q. Okay. And so that's consistent with the agreement that
7 he would pay for all the improvements, right?

8 A. That's correct.

9 Q. Okay. Do you recall when you first heard that
10 construction was being done in phase 1, then a phase 2?

11 A. Do I recall when I was told that?

12 Q. Right.

13 A. I don't recall that.

14 Q. Can you turn to, sticking with the black notebook, tab 9.
15 And it looks like this is an email from you to Lawrence Black.
16 And that's copying Greg@workgroup. Was that Greg Cotton that
17 you referred to earlier?

18 A. Yeah. Yes. Yeah.

19 Q. And it's dated July 6, 2015, is that right?

20 A. Yes.

21 **MR. McCARRELL:** All right. Your Honor, at this time we
22 would move that Defendant's exhibit 9 be admitted into
23 evidence.

24 **MS. BLACK:** No objection.

25 **THE COURT:** Objections? All right. So admitted.

1 (Whereupon Defendant's exhibit 9 was admitted into
2 evidence)

3 Q. And this email -- the first email just says, tomorrow at
4 1 pm will be fine. And then below that is the email, Monday,
5 July 6, 2015 from Lawrence Black. Do you see that?

6 A. I do.

7 Q. And he, again, proclaims, I will pay for the improvements
8 and expenses for the build-out, and he says, including
9 HVAC/bathrooms/kitchens with December 1st as the completion
10 goal. Is that right?

11 A. Yes.

12 Q. So in July of 2015 was it your understanding there would
13 be a build-out including kitchens, the goal of December 1?

14 A. Yes.

15 Q. Okay. Ultimately did you and Mr. Cotton review some
16 schematic of the plans for construction?

17 A. We did.

18 Q. If you could, switch over to the white notebook for me
19 and go to tab 37. And the original email here is dated
20 February 14th, 2019, but going down do you see the email from
21 you to Ashleigh Black dated October 21st, 2015?

22 A. Yes, I do.

23 Q. And you say, the plans are approved from our end. Is
24 that right?

25 A. That's correct.

1 Q. What was you -- what did you mean by saying the plans are
2 approved from our end?

3 A. That the plans that they submitted were approved.

4 Q. Did they later submit any updated or different plans?

5 A. They did.

6 Q. Okay. And I apologize, if you could go back to the black
7 notebook and go to tab 12. And this has been previously
8 admitted into evidence, but this is an email from Mrs. Black
9 to you dated May 16th, 2018, is that right?

10 A. Yes.

11 Q. And she says -- or I guess it's to you and Mr. Cotton.
12 She says, we are ready to submit our revisions to the County
13 for phase 2 of construction. I'm attaching the original plans
14 TMD approved in October 2015 as well as the updated ones for
15 your review. Is that right?

16 A. That's right.

17 Q. Okay. Did you ever approve the updated plans deemed
18 phase 2?

19 A. No.

20 Q. And in this same email she says, the changes are mostly
21 cosmetic. And she also says, minimizing the kitchen to a prep
22 area. Is that right?

23 A. That's right.

24 Q. If you can, go back with me to the white notebook and
25 turn to Plaintiffs' exhibit 38. And let's look at the Bates

1 and Kari Walker attended the meeting 10 July, 2018. Is that
2 right?

3 A. Yes.

4 Q. Okay. And one of the items here is in the action items,
5 Caleb will speak to the attorney about drafting the
6 construction addendum for leasing the door and pathway,
7 drafting the scope of work agreement separate from the
8 addendum about the work to be done and who is responsible for
9 those costs, and drafting a possible clarification to the
10 events exclusivity clause. Is that right?

11 A. It is.

12 Q. Okay. So do you recall there being a meeting July 10th,
13 2018?

14 A. I know that there was, it's just fuzzy four years ago.

15 Q. Sure. Understood. And on the next page there's another
16 paragraph talking about the construction clause, right?

17 A. Yes.

18 Q. And it cites section 28 of the lease requiring a separate
19 agreement with written approval?

20 A. Correct.

21 Q. Okay. And we looked earlier at a draft lease amendment
22 that you indicated was never signed. Did that lease amendment
23 have approved phase 2 construction?

24 A. I don't recall. Can we look at that again?

25 Q. We can go back and look at it. That was Plaintiffs' 28

1 in the white notebook. And towards the back of Plaintiffs'
2 exhibit 28, this is page -- Plaintiff 00188.

3 A. Okay.

4 Q. Paragraph 3 is leasehold improvements. Is that right?

5 A. That's right.

6 Q. And then at the bottom of the page there's a paragraph,
7 in compliance with the foregoing, lessor hereby provides its
8 written consent to lessee to make the alterations to the
9 premises in suite PW2100 known as phase 2. Do you see that?

10 A. I do.

11 Q. And so would this lease amendment, if it had been signed,
12 would that have granted approval for phase 2?

13 A. Yes, it would have.

14 Q. Okay.

15 **MR. McCARRELL:** Your Honor, that may be a good time for a
16 break, logically.

17 **THE COURT:** Okay. All right. So how much more time do
18 you think you have with Mr. Lewis?

19 **MR. McCARRELL:** I will -- I can do my best to get it done
20 in under an hour, Your Honor.

21 **THE COURT:** Yeah, you need to get it done in under an
22 hour. And then you have two additional witnesses after that?

23 **MR. McCARRELL:** Yes, sir.

24 **THE COURT:** And I presume they're going to be shorter
25 than Mr. Lewis.

1 Again, not in admonition, but I'm your audience. I'm tracking
2 with you, okay?

3 **MR. McCARRELL:** Thank you, Your Honor.

4 **THE COURT:** So just think about those points you want to
5 make. I need to make this point, this point, this point and
6 attack it, okay?

7 **MR. McCARRELL:** Okay.

8 **THE COURT:** All right. Good enough. All right. So
9 let's come back at 1:15 and we will resume testimony. Thanks.
10 (Whereupon court was in recess at 12:12 pm)

11 (Whereupon court reconvened at 1:25 pm)

12 **THE COURT:** All right. We can resume. Mr. McCarrell,
13 your witness.

14 **MR. McCARRELL:** All right. Thank you, Your Honor.

15 **Direct Examination by Mr. McCarrell Continued:**

16 Q. Mr. Lewis, before we broke, I just can't remember if I
17 asked you, but I'm just going to ask you the question. Did
18 you ever approve phase 2 construction?

19 A. No.

20 Q. Okay. And I think we talked about the lease amendment,
21 proposed lease amendment. After that lease amendment was not
22 signed, were you aware that the Plaintiffs had moved forward
23 with construction at the leased space?

24 A. No.

25 Q. Did you ever go in the leased space and see construction

1 going on?

2 A. No.

3 Q. Does your office share a wall with the leased space?

4 A. No.

5 Q. Did you ever see a construction dumpster out there?

6 A. No.

7 Q. Did you ever hear from any contractors contacting you
8 about approvals?

9 A. No.

10 Q. Did you ever hear from the County regarding any permits
11 being issued?

12 A. No.

13 Q. For that matter, did you hear about -- from the Blacks
14 about permits being issued?

15 A. I don't recall.

16 Q. Did you ever see any work trucks coming in and out?

17 A. We did see work trucks from time to time.

18 Q. Okay.

19 A. But that doesn't ---

20 Q. Was that unusual?

21 A. No, Not unusual at all.

22 Q. When did you first find out that the Plaintiffs had moved
23 forward with construction?

24 A. Kari Walker contacted me and let me know. I don't
25 remember the date.

1 Q. Okay. And what was your reaction?

2 A. I was upset.

3 Q. And what did you -- what action did you take based on
4 learning that they had moved forward with construction?

5 A. I don't remember exactly what happened right away. I
6 don't know if we questioned it first or we went ahead and
7 spoke with legal counsel regarding it.

8 Q. Can you take the black notebook and go to tab 23 for me.
9 Is this an email from you to Ashleigh and Lawrence Black dated
10 February 26, 2019?

11 A. I'm sorry, what section?

12 Q. Oh, 23.

13 A. All right.

14 Q. All right. Is this an email from you to Ashleigh and
15 Lawrence Black dated February 26 2019?

16 A. Yes.

17 Q. All right.

18 **MR. McCARRELL:** Your Honor, at this time we'd move that
19 Defendant's exhibit 23 be admitted into evidence.

20 **THE COURT:** Objection?

21 **MS. BLACK:** No objection.

22 **THE COURT:** All right. Same is admitted.

23 (Whereupon Defendant's exhibit 23 was admitted into
24 evidence)

25 Q. All right. Mr. Lewis, I don't want to go through this

1 whole email chain, but let's just start at the bottom of the
2 first page. There's an email February 21st, 2019 at 11:45 am,
3 do you see that?

4 A. I do.

5 Q. And you wrote to Mr. Black. And in the third paragraph
6 down you say, no work can be done to the rear 8,000 square
7 feet without TMD consent and a separate agreement. This is
8 all considered phase 2. See the attachment for further
9 clarification. Is that right?

10 A. Correct. Yes.

11 Q. And if you go to the back -- the last page of Defendant's
12 exhibit 23, is this schematic the attachment that's referred
13 to in your email?

14 A. Is that 1134?

15 Q. Yes, sir.

16 A. Yes.

17 Q. Okay. And it's a schematic. And there's a big wording
18 that says phase 2 construction not approved, is that right?

19 A. That's right.

20 Q. And were you trying to convey to the Blacks exactly what
21 was not being approved?

22 A. Correct.

23 Q. When you found out that this was -- phase 2 construction
24 was going on, do you have -- did that raise concerns for you
25 with regard to your development?

1 A. It did.

2 Q. If you can, turn with me to tab 25. And is this an email
3 from Ashleigh Black to you dated March 5th, 2019?

4 A. It is.

5 Q. All right.

6 **MR. McCARRELL:** Your Honor, at this time I would move
7 that Defendant's exhibit 25 be admitted into evidence.

8 **MS. BLACK:** No objection.

9 **THE COURT:** Okay. Without objection, the same is moved
10 into evidence.

11 (Whereupon Defendant's exhibit 25 was admitted into
12 evidence)

13 Q. And, Mr. Lewis, do you see your email starting at the
14 bottom of the first page dated February 27th, 2019 at 5:03 pm?

15 A. I do.

16 Q. Okay. And you're writing to Lawrence and Ashleigh. And
17 you lay out some enumerated concerns you have about phase 2
18 construction, is that right?

19 A. Yes.

20 Q. And you say, this is not an exhaustive list, but this is
21 what's under review?

22 A. Correct.

23 Q. So starting with number 1, you had concerns that the fire
24 alarm panel didn't have enough room to sustain the additional
25 circuits needed for your phase 2 construction?

1 A. That's correct.

2 Q. And that an additional panel would cost roughly ten
3 thousand dollars (\$10,000.00), is that right?

4 A. That's right.

5 Q. Why was this issue not brought up back in, say, the
6 May/July 2018 time-frame?

7 A. Because we didn't know -- we had a -- our previous fire
8 alarm folks that take care of the fire alarm, Southeastern
9 Dock and Door was their name, the salesperson and our main
10 contact there ended up going out on his own. And he came out
11 and just kind of did an assessment of the property and told us
12 that you're running out of room in your fire alarm panel.

13 And so, you know, we brought up with him different
14 scenarios. And one of them was the phase 2. And he said,
15 yeah, you're going to have to have a whole other panel for
16 that. And then the ten thousand dollars (\$10,000.00) was an
17 estimate that he gave us of what it would cost.

18 Q. Okay. And number 2, you say you have concerns about the
19 occupancy rating, which puts additional strain on traffic,
20 road, parking and millage on TMD's taxes, is that right?

21 A. That's right.

22 Q. So why wasn't that issue brought up in, say, the May/July
23 2018 time-frame?

24 A. So we were -- we were working with some consultants on
25 our lease, and kind of what our leases looked like, and

1 basically what triple net meant for this property and how we
2 were losing a lot of money because we weren't charging triple
3 net. So as we were looking through all the leases, we wanted
4 to dot every I and cross every T and figure out, you know,
5 where we needed to be charging for that. So in those
6 discussions, we looked at all the different items that were
7 involved in that and it brought up this concern here.

8 Q. Okay. And then number 3 it's talking about exterior
9 doors. Had those issues actually already been brought up
10 before this email?

11 A. I believe so. We rely on -- I think Mr. Black actually
12 mentioned his name earlier, David Langley and Associates, a
13 architect. He's got a background in historic preservation of
14 buildings.

15 And it was -- he is the one who advised us not to cut any
16 new holes to create doors. Over the years we've turned bay
17 doors, like roll-up doors or not -- well, yeah, I guess we
18 have, too, but tenants have done it as well as Taylors Mill
19 Development. But he said that basically making a hole bigger
20 isn't a problem, but creating a new hole is a problem. So we
21 relied on his expertise.

22 Q. Okay. So did the dispute that you talked about earlier
23 regarding the loading zone, did that have anything to do with
24 your decision on phase 2 construction?

25 A. No.

1 Q. And what about the dispute we talked about earlier with
2 regard to the event exclusivity clause, did that have anything
3 to do with your decision on phase 2 construction?

4 A. No.

5 Q. All right. In addition to points 1 through 3 we just
6 talked about in this email did you also have concerns about
7 the neighboring property that Mr. Black controls?

8 A. Yes.

9 Q. Okay. If you could, turn the page for me, still in
10 Defendant's exhibit 25. So the first item you list is the
11 fire and water pit. Could you tell us a little bit about that
12 issue?

13 A. I think Mr. Black described it well yesterday. The fire
14 pit is, you know, it controls both properties. You have to --
15 basically we need each other on that. And Greenville Water
16 later realized that and allowed us to have the fire pit,
17 shared fire pit.

18 The fresh water pit, Taylors Mill Development needed to
19 get on their own water. And we knew that. And we did need
20 time to do it. And we eventually did do it. But there were
21 many instances where we were affected by being on their water
22 or water going through them. So, you know, we ultimately got
23 that done.

24 Q. Okay. The second item you list is we need to address
25 procedures for use of Taylors Mills western docks and be

1 certain we both have a clear understanding of the easement
2 already in place. What was the issue there?

3 A. That was with BF Material Handling, who was mentioned
4 earlier, just their access to the docks, to the roll-up doors,
5 to the concrete pad that was mentioned. They used both the
6 docks and the concrete pad to get down to ground level to
7 unload large steel beams or pallet racking that they can't get
8 from the docks or they couldn't get from the docks.

9 Q. Okay. And on that point, if you can, turn with me to tab
10 26, Defendant's -- in the black notebook. Is this an email
11 from you to Lawrence Black dated January 22nd, 2019?

12 A. Yes.

13 Q. All right.

14 **MR. McCARRELL:** Your Honor, at this time we would move
15 that Defendant's exhibit 26 be admitted into evidence.

16 **MS. BLACK:** No objection.

17 **THE COURT:** All right. The same is admitted.

18 (Whereupon Defendant's exhibit 26 was admitted into
19 evidence)

20 Q. All right. So you tell Mr. Black, it's come to my
21 attention that you've denied my employees, vendors and tenants
22 access to the drive-through dock door at the edge of Taylors
23 Mill Development's property. And you say, per the easement
24 attached, we have the right to access this door through the
25 driveway. Is that right?

1 A. That's right.

2 Q. And then if you turn the page, there's a copy of the
3 easement agreement, is that right?

4 A. That's right.

5 Q. And what was your understanding of how this easement
6 allowed access to the docks, western docks?

7 A. My understanding between the -- there was a property of
8 -- the property now known as Taylors Village, Taylors Mill
9 Development previously before either of us had it, and this
10 easement was to allow them to get to those docks and conduct
11 business as usual without any hindrance. There was dock doors
12 and then there was also a roll-up drive-in door, which is
13 typical for an industrial building.

14 Q. Okay. And the western docks, is that over there -- you
15 were sort of drawing a line on the Defendant's exhibit 40
16 between the two properties, is that sort of about where the
17 western docks, as you refer to them, are?

18 A. That's it.

19 Q. Okay. And did -- so you had concerns that Mr. Black was
20 denying access to the western docks?

21 A. I did.

22 Q. Okay. Mr. Black -- or, Mr. Lewis, if you can, turn with
23 me to tab 4 still in the black notebook. And is this an email
24 from you to Mr. Black dated March 29th, 2019?

25 A. It is.

1 **MR. McCARRELL:** Your Honor, at this time we'd move that
2 Defendant's exhibit 4 be admitted into evidence.

3 **THE COURT:** Objections?

4 **MS. BLACK:** No, sir.

5 **THE COURT:** Okay. The same is admitted.

6 (Whereupon Defendant's exhibit 4 was admitted into
7 evidence)

8 Q. And, Mr. Lewis, this is a little bit later of an email
9 than the one we were just looking at, is that right?

10 A. It is.

11 Q. And so are you trying to sort of flesh out a more
12 detailed proposal about what items to address?

13 A. Further down in the 10:09 am one.

14 Q. Yes. So there's an email from you dated March 29th, 2019
15 at 10:09 am, right?

16 A. Yes.

17 Q. And you lay out the items that you wanted to address.
18 You say the fire and water pits. And you suggest that TMV pay
19 half the cost of the new fire and water pit project, is that
20 right?

21 A. That's correct.

22 Q. And then on the western docks you suggest a proposal to
23 properly define the easement, is that right?

24 A. Correct.

25 Q. And then you mention the sewer lift station there as an

1 item. But if you look up at the top of the email you later
2 say, please disregard that item. TMV is not connected to our
3 lift station, is ---

4 A. That's correct.

5 Q. --- that correct?

6 A. Yeah.

7 Q. Okay. And then you also mention the back road. Can you
8 tell briefly what the back road issue is?

9 A. So the back road was created by the owner before myself.
10 And it connected the two properties. It was a fire lane for
11 the fire department. And it was used for a long time before
12 us and then it was used by us and by the other property to
13 come through. And so there was some disagreement on that and
14 the usage of that road. And so this is to clarify and get
15 access to the back road for emergencies only.

16 Q. Okay. And so if you're looking at Defendant's exhibit
17 40, was the back road sort of on the bottom part of that
18 picture?

19 A. Yes.

20 Q. And, in other words, you would be able to -- if you had
21 ever traversed the back road you could loop around the whole
22 Mill?

23 A. Correct.

24 Q. But did Mr. Black allow people to use the back road to go
25 over his property?

1 A. I think he did at first. And then eventually, no, he did
2 not anymore.

3 Q. Okay. And did that cause expense to you at some point?

4 A. It did.

5 Q. And what did you have to do?

6 A. So we had to cut in a new turn-around road. So basically
7 if you're going down further south of the building, the road
8 would be there. Then you can kind of see the railroad below
9 that. So we got an easement from Norfolk Southern and with
10 the ability to create a turn-around road and to come back out
11 and then exit back out the eastern part of the property.

12 Q. Okay. So coming back to Defendant's exhibit 4 you also
13 list some TMV items that you're proposing be addressed,
14 correct?

15 A. Yes.

16 Q. And you suggest you'll agree to loading zones in front of
17 Southern Bleachery Events, is that right?

18 A. Yes.

19 Q. You also talk about leasing back the newly sodded
20 courtyard by Junto Coffee, ---

21 A. Right.

22 Q. --- is that right? Real quickly, if you could, turn with
23 me to tab 29. And is this picture a fair and accurate
24 representation of approximately where the border between the
25 two properties lies?

1 additional seventy-five cent (\$.075) square foot for triple
2 net. Is that right?

3 A. That's right.

4 Q. Did you ever get a substantive response from Mr. Black to
5 this proposal you laid out?

6 A. I don't believe so.

7 Q. Do you see anything improper about trying to reach a
8 business deal that involves both properties ---

9 A. No, I don't.

10 Q. --- as well as the leased space?

11 A. I don't.

12 Q. Have you ever set out to harm Mr. Black's business or
13 TME's business?

14 A. No.

15 Q. Did you not approve phase 2 construction out of spite or
16 malice?

17 A. No.

18 Q. Mr. Lewis, let me ask you, do you recall a period when
19 Taylors Mill Development was losing water in a sort of a
20 regular basis?

21 A. I do.

22 Q. Okay. And what was the source of the water disruptions?

23 A. The water was being shut off from the neighboring
24 property, Taylors Mill Village.

25 Q. Okay. And when you were trying to determine the source

1 of the water problems did you have a meeting with Mr. Black,
2 Mrs. Black and Mr. Duckworth?

3 A. Well, I don't know if it would be a meeting, but
4 conversation.

5 Q. Okay. And what -- did they have any ideas about what was
6 going on with the water?

7 A. No. And it happened multiple times. And they all sort
8 of run together. But the one I believe you're referring to
9 was maybe one of the last times it happened. The Farehouse
10 restaurant was having an event that night. They were having a
11 rehearsal dinner for one of the -- for the -- one of the
12 chef's cousin or sister. I don't know what the relation was.
13 But I know that they were -- Lawrence and Ashleigh were upset
14 about it.

15 Our water was shut off at some point either the night
16 before or that morning. Southern Bleachery had an event the
17 same night. We went up to -- when I got in, I was getting
18 calls left and right from tenants saying we don't have any
19 water. So I was scrambling with our maintenance folks to try
20 to figure out what was going on.

21 Well, on the western portion of The Marketplace, the
22 north western portion, there was a valve on the outside of the
23 building from the previous owner that was used. And you can
24 turn that valve on or off. If you turned it off, it would
25 shut off all the water that -- for that building as well as

1 all the water to our property.

2 So at previous times we'd asked one of our maintenance
3 guys who actually worked for the owner before, Bobby Austin,
4 to go turn the water back on and he would. He would go turn
5 that valve and the water would come back on. So we tried
6 that, and the water didn't come back on.

7 So I don't remember if it was a text or a call with
8 Lawrence about the water. Kevin met us at The Marketplace
9 property, let us in. We had a plumber there with us. The
10 plumber went in with us, went to the northeastern portion of
11 that building, and there was a room there and the door was
12 just cracked open.

13 So we walked in there, there was a keypad on it, but it
14 was open. So we walked in there and there was a valve up in
15 the ceiling that was off and it was turned off. And we can
16 only assume -- the plumber said that was what -- whoever
17 turned it off turned it off from.

18 Q. Okay. And did the Blacks seem concerned that they had an
19 event that night but there was no water to the Taylors Mill
20 Development side?

21 A. Not at all.

22 Q. Did you later have a conversation with just Mr. Black
23 where you were in your truck?

24 A. I don't know if that was later or before. But, yes,
25 there was another incident. It was in the evening and our

1 water was shut off. And I got called at, I don't know, what,
2 nine, ten at night. I had to get up and leave my house and
3 come over to the Mill and talk with, you know, our tenants
4 and, you know, the water's been shut off again.

5 So I drove up to his property. He was out in the parking
6 lot. And I asked him, do you know what's going on with our
7 water? And he said, if you -- I said, who's turning off our
8 water? And he said, well, Taft, who was a contractor that was
9 working for him, told me that you said I did it. And I said,
10 well, did you? And he said -- and he didn't really respond to
11 that. And then I asked him how were we going to get it fixed?
12 And he said, you fix my parking spaces, and I'll figure out
13 who's turning off your water.

14 Q. And he was referring to the restriping of the parking lot
15 ---

16 A. Yes.

17 Q. --- that we talked about earlier?

18 A. Yes.

19 Q. Okay. And the parking lot would be a lease issue, is
20 that right?

21 A. That's right.

22 Q. But the water issue was a Taylors Village issue, wasn't
23 it?

24 A. That affected Taylors Mill Development, yes.

25 Q. Thank you, Mr. Lewis. I think that's all the questions I

1 agreement that you had, correct?

2 A. Yes.

3 Q. You testified earlier with Mr. McCarrell about paragraph
4 29 of the lease.

5 A. Okay.

6 Q. Let's flip to that. It's exhibit 5 in the white
7 notebook. You testified earlier about paragraph 29, the
8 exclusive use clause. And you said that you interpreted
9 paragraph 29 as meaning that Taylors Mill Development would
10 not rent to another tenant or an event space for hire, right?

11 A. Correct.

12 Q. Those words do not appear in paragraph 29, do they?

13 A. They do not.

14 Q. It says, will not lease any space in the property known
15 as Taylors Mill to any other tenant or other occupant for use
16 as event space, ---

17 A. That's right.

18 Q. --- correct? And I believe you testified that there was
19 some dispute about what that clause meant?

20 A. Yes.

21 Q. And if you'll turn with me to tab 20. And in -- and this
22 has already been admitted into evidence, Plaintiffs' 20. If
23 you'll turn to the second page of that. It ends in Plaintiff
24 283. You see an email from Ashleigh Black on June 12th, 2018.

25 And it's a relatively long email. We will not go all the

1 way through it. But is this generally an email you recognize
2 where the Blacks are expressing concern with regard to the
3 event clause, the exclusive use provision and some concerns
4 that they were having on ---

5 A. Yes.

6 Q. --- that issue?

7 A. Yes.

8 Q. Okay. And Mrs. Black specifically references 13 Stripes,
9 which is a brewery in dock 3, right?

10 A. Right.

11 Q. And a lot of the concerns that Mrs. Black relays here are
12 concerns about other tenants holding events in their spaces
13 and in the parking lot, the dock 3 parking lot leasing space
14 from TMD to hold events and things of that nature, correct?

15 A. They don't lease space -- they don't lease the parking
16 lot.

17 Q. Fair enough. They can rent space in your parking lot?

18 A. No. I wouldn't even use the word rent. They pay an
19 administrative fee for the hassle that we have to go through
20 in order for them to use it.

21 Q. Taylors Mill Development monetizes the parking lot for
22 use as event space, correct?

23 A. Okay. All right.

24 Q. Now Taylors Mill Development entered its lease with 13
25 Stripes after the lease had entered into for the event space,

1 correct?

2 A. Say that one more time. I'm sorry.

3 Q. Taylors Mill Development -- I'll break that up. Taylors
4 Mill Development entered into a lease with 13 Stripes,
5 correct?

6 A. Correct.

7 Q. And that was after Taylors Mill Development entered into
8 the lease for the event space?

9 A. I believe that's right.

10 Q. Right? Okay. And the 13 Stripes lease does not prohibit
11 13 Stripes from having events, correct?

12 A. Correct.

13 Q. And it encourages brewery sponsored events, correct?

14 A. I believe that's what it says.

15 Q. Okay. And you didn't have any conversations with 13
16 Stripes before entering into that lease that you had an
17 exclusive use provision in the contract for the event space,
18 right?

19 A. Right.

20 Q. And so 13 Stripes had no idea that you had already
21 negotiated an exclusive use as event space lease with someone
22 else, right?

23 A. As an event space, correct.

24 Q. They didn't know that you had entered into a lease with a
25 provision about use as event space with another tenant, did

1 they?

2 A. Correct.

3 Q. Shortly before, I guess about a month before, Mrs. Black
4 sends this June 12th email that we've just been looking at in
5 exhibit 20 is when Mrs. Black sent an email with regard to
6 phase 2 construction. And just for timing purposes we'll look
7 at -- just to time ourselves, we'll put us at Plaintiffs' 17.

8 A. Okay. Where -- where are we?

9 Q. If you're -- your hand might be at 20, but look at 17.

10 A. Plaintiffs' 17?

11 Q. Yeah.

12 A. Okay.

13 Q. Just to give us a time-frame, Mrs. Black sends the
14 updated plans to you on May 16th of 2018.

15 A. Okay.

16 Q. And she sends you that long email on Plaintiffs' 20 we
17 were just looking at on June 12th, right?

18 A. Yes, that's right.

19 Q. And soon -- I guess on July 10th a meeting is held. We
20 went over that with Mr. McCarrell. And both of those issues
21 were discussed. You discussed event space, discussed
22 exclusive use and you also discussed some things with regard
23 to the phase 2, correct?

24 A. I believe -- yeah, I believe all those. Yes.

25 Q. Okay. And one of the outgrowths of that meeting, there

1 were several, but one of them was that Ashleigh or the Blacks
2 were going to send the full set of plans to Taylors Mill
3 Development, correct?

4 A. I think so. I don't ...

5 Q. And Mrs. Black did so on July 13th, 2018, correct?

6 A. Is that in this email?

7 Q. It is not. It is in Plaintiffs' exhibit 22.

8 A. Yes. She sent it to Alex.

9 Q. Right. He was working with Taylors Mill Development at
10 that time, correct?

11 A. Correct.

12 Q. And in another outgrowth of the meeting that was held on
13 July 10th was that Ashleigh and Alex were going to work
14 together on some policies and procedures for events, right?

15 A. Right.

16 Q. And they did so and they produced a document, correct?

17 A. Correct.

18 Q. Later in the summer. Now if you'll look with me on tab
19 -- Plaintiffs' tab 25, please. Mr. Lewis, do you recognize
20 this email?

21 A. No, but probably because I was on vacation.

22 Q. Okay. Fair enough. But it is from you, is that right?

23 A. Yes.

24 Q. Okay.

25 **MS. BLACK:** Your Honor, we'd like to have Plaintiffs' 25

1 admitted into evidence, please.

2 **THE COURT:** Objections?

3 **MR. McCARRELL:** None, Your Honor.

4 **THE COURT:** Okay. So admitted.

5 (Whereupon Plaintiffs' exhibit 25 was admitted into
6 evidence)

7 Q. Mr. Lewis, this is an email from you to three gentlemen
8 who are all affiliated with 13 Stripes, correct?

9 A. Okay. Yes.

10 Q. Okay. On July 19th, 2018, correct?

11 A. Yes.

12 Q. And you write in part -- you do acknowledge family
13 vacation, so (inaudible). As an update on the current
14 situation, myself, Kari, Lawrence and Ashleigh met last week
15 to talk about lots of things, one of which was the exclusivity
16 clause and how events will progress at the Taylors Mill.

17 You also write down below, they have agreed to amend
18 their lease and exclusivity clause in a way that will let us
19 have more control. I realize you all have a Hymns and Hops
20 event booked at the end of July, but right now we feel it is
21 in the best long-term interest of everyone to let this process
22 play out and not rush it. We trust our attorneys negotiating
23 and believe you will have Hymns and Hops for the future, if we
24 work through everything systematically.

25 We have some leverage here, and we need to use what we

1 have to ensure this gets worked out right. They are also in a
2 rush to get this completed, as they have a large event early
3 fall that will require Taylors Mill's approval for a phase 2
4 build-out, correct?

5 A. Yes.

6 Q. So you were telling 13 Stripes that you had some leverage
7 over the Blacks, correct?

8 A. I did.

9 Q. And you linked that to what they sought to do with their
10 phase 2 build-out, correct?

11 A. It appears that way.

12 Q. And that leverage had nothing to do with the merits of
13 what they wanted to do with their construction, right?

14 A. Can you rephrase that?

15 Q. Sure. So you are talking -- you've acknowledged you've
16 got some leverage or you think you've got some leverage over
17 the Blacks here?

18 A. Sure.

19 Q. And it's tying it to the events policy and a
20 renegotiation of the exclusivity clause and work on that
21 front, correct?

22 A. Correct.

23 Q. And you also acknowledge that they want to move forward
24 with their phase 2 build-out and that that is something that
25 comprises that leverage, right?

1 A. Sure.

2 Q. You write down in the final paragraph, I've spent many
3 hours with our attorneys on this, and I feel rushing this will
4 diminish all I've personally worked towards. I've always had
5 your back, and I need you to trust that I am doing what is in
6 the best interest of the Taylors Mill community, which will
7 greatly help 13 Stripes, The Farehouse and all new retail
8 moving forward, correct?

9 A. Absolutely.

10 Q. You don't mention that your position helps the Blacks or
11 Taylors Mill Events or Southern Bleachery, do you?

12 A. Sure, I do. Taylors ---

13 Q. Where do you do that?

14 A. The Taylors Mill community, if they're not part of the
15 community, then -- everyone in there is part of the community.
16 As a whole this helps everyone.

17 Q. Well, the part where you said, which will greatly help
18 lists three things, 13 Stripes, The Farehouse and all new
19 retail moving forward.

20 A. Okay.

21 Q. Do the Blacks, Taylors Mill Events or Southern Bleachery
22 fit any of those three categories that you say your decisions
23 will greatly help?

24 A. We're talking specifically about dealing with Southern
25 Bleachery and the Blacks. So, yes, they're included in the

1 A. There's a lot -- there was a lot of items that needed to
2 be addressed between the Blacks and Taylors Mill Development.

3 Q. Okay. What items were those?

4 A. There's a -- there's a whole list of them in, you know,
5 we can go back through the tabs and look at all of them, but
6 we've already seen all of them. It's all the items we've been
7 talking about since we've been here.

8 Q. And those didn't have anything to do with the merits of
9 those phase 2 construction plans, did they?

10 A. Everything -- everything needed to be done and figured
11 out. So I don't know how you want to word that, but ...

12 Q. There's lots of stuff on your list that did not involve
13 phase 2, right?

14 A. Yes.

15 Q. If you'll flip back with me to page, excuse me, I keep
16 calling them pages, tab 31, exhibit 31. And we looked at the
17 second page of this email chain a minute ago. And I'd like to
18 draw your attention back to it. With the November 18th, 2018
19 email, towards the top of that page, do you see that, from
20 you?

21 A. I do. From me or to me?

22 Q. From you. It's November 18th at 7:24 pm. Look at the
23 second page, maybe. Is that better?

24 A. Okay. Yep, got it.

25 Q. You got it? Okay. And you're responding to the email

1 from Ashleigh Black that we talked about a few minutes ago.

2 You said you'll follow up ASAP on the issues she raises. And
3 then you say, other business. Do you see that?

4 A. I do.

5 Q. And you list two things, parking agreement/road easement
6 documents. And have you heard anything from Taft regarding
7 the water? You see those?

8 A. I do.

9 Q. Those are not related to the leased premises, correct?

10 A. Correct.

11 Q. Okay. That's a Taylors Village, neighboring property
12 issue, right?

13 A. Yes.

14 Q. Mr. Lewis, you're in the dock 3 parking lot most -- a
15 lot?

16 A. No.

17 Q. You're not?

18 A. I'm not.

19 Q. You're not?

20 A. No.

21 Q. Is Taylors Mill Development's office located ---

22 A. I don't have an office within that -- I don't -- I don't
23 use that office and haven't for probably over five years.

24 Q. Okay. So you're rarely in the dock 3 parking lot?

25 A. Correct.

1 Q. Okay. You don't -- you're the owner of that company, but
2 you don't use the office there?

3 A. I don't.

4 Q. Okay.

5 A. My office is above Carolina Recycling's production
6 facility.

7 Q. In February of 2019 you directed Taylors Mill Events to
8 stop its work on phase 2 construction, correct?

9 A. Correct.

10 Q. Okay. And this was -- an immediate issue that was raised
11 was to require Taylors Mill Events to stop work on leveling
12 the floors in the back space, is that right?

13 A. It was stop work overall once we found out that there was
14 phase 2 construction going on without our permission.

15 Q. Okay. And this construction had been going on for
16 months, right?

17 A. We found that -- we found out that afterwards, yes.

18 Q. Okay. And with work trucks and equipment being loaded in
19 and out and workers all over the place, y'all never noticed?

20 A. No. Well, we noticed that there was trucks going in and
21 out, but they were still fine tuning things in there with
22 HVAC, there was -- Kevin Duckworth, their contractor, was
23 always in and out of there whether they were doing
24 construction or not. So, no, we did not know.

25 Q. Well, if you didn't know they were doing construction,

1 the building's internal run-off drain system, right?

2 A. Correct.

3 Q. She doesn't -- she's just saying I think that might be
4 the case, right?

5 A. Well, I would -- I would exercise on the side of caution
6 when you're dealing with drains.

7 Q. Okay. Well, and then so you raise -- y'all get back to
8 the Blacks, right?

9 A. (No response).

10 Q. If you'll flip with me to tab 38. If you will look with
11 me at -- two pages in, Plaintiffs' 597 and 598. Do you see on
12 Friday, February 15th at 9:12 am Mr. Black writes to you, this
13 is not an active drain. It's not connected to any plumbing.
14 It has not been for 50 years. The sludge is construction
15 related. Please go see for your -- please go look for
16 yourself, right?

17 A. Yes.

18 Q. So he's asking you to just come look at it. Did you go
19 look at it?

20 A. No.

21 Q. Your office is basically right around the corner or the
22 Taylors Mill Development office is right around the corner?

23 A. Right. So at that time he had already told Kari that he
24 had an engineer look at it, correct?

25 Q. What is your understanding?

1 A. That's my understanding. So from my standpoint, I'd much
2 rather get an engineer's perspective than -- I know that you
3 all continue to use the term, seeing it with a naked eye, I
4 don't know anything about plumbing. And I don't think
5 Lawrence knows much about plumbing. Maybe he does. But I'm
6 going to listen to an engineer before I try to make a decision
7 on it or Mr. Black makes a decision on it.

8 Q. And you've never gone to look at it?

9 A. I've seen it in there. I've been through that -- I've
10 been on this property since 2012. I've been all through it.
11 So I knew -- I know what's back there. I know what these
12 trough drains look like. Now, I'm not going to crawl down in
13 the pit like Mr. Duckworth suggested that we do. I'd rather
14 an engineer look at that.

15 Q. Mr. Duckworth looked at it, right? He's a licensed
16 general contractor.

17 A. He said that he looked at it and he crawled down in the
18 pit. So if an engineer saw it as well, that's all we asked
19 for was to see -- for the engineer to sign off on that, and we
20 were fine with it.

21 Q. So you -- let's look at the first page of this email.
22 You say, please forward the information from the engineer and
23 we can add that to our file, right?

24 A. Where is this?

25 Q. Sorry. First page of the exhibit 38.

1 talks about Kari let me know that you had an engineer look at
2 it? Look ---

3 Q. Well, we ---

4 A. --- at the drain?

5 Q. --- heard testimony about that. But in response to an
6 email directed to him about engineered plan -- about an
7 engineer, he immediately says, okay, here are the plans. You
8 ---

9 A. Those plans tell me nothing.

10 Q. Did you ever follow up about that?

11 A. I don't know.

12 Q. Because clearly both Mr. Black and Mr. Duckworth are
13 saying here's what the engineer has to say about this. If you
14 -- that's what they said, right, by sending those engineered
15 plans?

16 A. So they asked the engineer about those trough drains and
17 that engineer said give them these documents?

18 Q. You asked -- well, we'll leave it there. You never
19 followed up ---

20 A. I followed ---

21 Q. --- and said I ---

22 A. --- up twice asking for the engineer to sign off, to call
23 me, email me. There was multiple ways that they could have
24 contacted me and signed off on those drains, and it never
25 happened. And those drains are -- those drawings are not

1 sufficient for what we need to know.

2 Q. Did you ever write back and tell Mr. Duckworth and Mr.
3 Black that these engineered plans, that's not really what I'm
4 asking for?

5 A. I don't know.

6 Q. So how were they supposed to divine that you didn't have
7 what you thought you needed?

8 A. I asked for them -- for it twice.

9 Q. And engineered plans were provided, right?

10 A. Not what we needed.

11 Q. Taylors Mill Development never sent out a plumber to
12 assess the trough, did it?

13 A. No, we never agreed to.

14 Q. Kari Walker didn't say she was going to get her plumber
15 to look at it?

16 A. I don't know what Kari Walker said. I know that Ashleigh
17 asked me multiple times have I had my plumber to look at it.
18 And I never agreed to have my plumber look at it.

19 Q. If you will flip with me to tab 40, please. And I
20 believe this has been admitted into evidence as well. And I
21 think you looked over the Defendant's version of this with Mr.
22 McCarrell, right?

23 A. I believe so, yes.

24 Q. And this is -- on February 27th, 2019 you get back with
25 the Blacks with a list of items for review on the plans,

1 correct?

2 A. Yes, ma'am.

3 Q. Okay. And the list does not mention any engineering
4 confirmation on the troughs, correct?

5 A. I don't believe so.

6 Q. You're still waiting a week later for the engineer stuff
7 that you had asked for but don't include it in your list to
8 the Blacks a week later, right?

9 A. I guess so. Yes.

10 Q. And it talks about plans that Taylors Mill Development
11 has had since July of 2018, right? Full plans that they've
12 had since July of '18?

13 A. I don't know. I'm sorry. I'm ---

14 Q. Okay. Well, -- okay. Items 1, 2 and 3 deal with phase 2
15 construction, right?

16 A. Yes.

17 Q. Okay. And on number 2 plans that Taylors Mill
18 Development has had since July of '18, right?

19 A. Sorry. Number 2 ...

20 Q. And number 2, you were talking about triple net, right?

21 A. Correct.

22 Q. That would be a brand new term in the existing lease,
23 right?

24 A. Yes.

25 Q. And it would increase the monthly rent on that lease by a

1 five digit figure, right?

2 A. Yes.

3 Q. So ---

4 A. The monthly or the -- no, yearly by five digits.

5 Q. But if you're paying nineteen hundred (1900) a month and
6 you're adding -- so, you know, you're talking about -- you're
7 still adding a significant amount of money onto that lease,
8 right?

9 A. It depends on -- like I said, it's relative what you
10 consider significant, but, okay.

11 Q. It's a change to the lease term, right?

12 A. Sure.

13 Q. And it doesn't have anything to do with the merits of the
14 plans that TMD has already said it doesn't have any problems
15 with, right?

16 A. That's right.

17 Q. And then item 4, those are all Taylors Village issues,
18 right? They have nothing to do with the lease for the
19 premises, right?

20 A. Correct.

21 Q. And if you'll look at Mrs. Black's email to you staying
22 in Plaintiffs' 40, she notes that the 1 through 3 items are
23 either all resolved or in the process of getting resolved,
24 correct?

25 A. And that -- I'm sorry, where is that?

1 Q. Yeah, sorry. It's the top email, March 5th of '19 in
2 Plaintiffs' 40.

3 A. Okay. The Hi Caleb, thanks for getting back to us?

4 Q. Yes, sir.

5 A. Okay.

6 Q. And she notes that what she's attached should alleviate
7 the concerns from points 2 and 3. And then she asks for more
8 information about the fire alarm system, right?

9 A. Right.

10 Q. And then she asks for the other issues to be dealt with
11 separately, right?

12 A. Yes.

13 Q. Okay. If you'll turn to Plaintiffs' 41, please. That's
14 already been admitted into evidence. Do you see Mrs. Black's
15 email to you of March 14th, 2019 at 2:46 pm?

16 A. I do.

17 Q. And she asks you a question. She says, Caleb, is there
18 any update on fire or any outstanding issues on the build-out,
19 right?

20 A. Wait, I'm looking at the wrong one.

21 Q. Oh, sorry. First page of 41.

22 A. Great. Glad you two are handling it.

23 Q. Yes. Yes, that's -- you're on the right one. Caleb, is
24 there any update on fire or any outstanding items on the
25 build-out, correct?

1 A. Correct.

2 Q. And you respond to her later that day. And you say,
3 Ashleigh/Lawrence, we remain adamant that all items need to be
4 resolved before moving forward with your build-out. Lawrence
5 is the sole signer on the SB lease. Lawrence is also the one
6 making decisions for Taylors Village in regards to the items
7 listed below. These items have been lingering for too long,
8 and we feel this is as good a time as any to find solutions.

9 Labels three things, the fire and water pit, you address
10 procedures for the use of Taylors Mill western docks, and the
11 sewer lift station. You don't address the fire issue or any
12 other outstanding issues on the build-out in this email, do
13 you?

14 A. No.

15 Q. The sole focus of your responsive email are Taylors
16 Village, Taylors Mill Development, neighbor concerns, right?

17 A. Yes.

18 Q. And then on March 20th, if you'll turn to tab 44. And
19 this has been admitted into evidence. Are you there?

20 A. 44?

21 Q. Yes.

22 A. Yes.

23 Q. Okay. On the first page of that email is an email from
24 you on March 20th. And your first note is -- or the first
25 numbered paragraph is we have made clear that any approval of

1 phase 2, which has never been approved before, is contingent
2 on resolving other issues as set forth in my March 14th email,
3 fire and water pit, western docks, sewer lift station, right?

4 A. Correct.

5 Q. And, again, none of those issues have anything to do with
6 the premises or the lease, correct?

7 A. Correct.

8 Q. Taylors Mill Development has never lifted the stop work
9 directive to this day, right?

10 A. No.

11 Q. So there's a lot of unfinished space in the back half of
12 the Southern Bleachery premises, correct?

13 A. I believe a lot of space is being used in the back half.

14 Q. In the manner that the Blacks had envisioned?

15 A. You didn't ask me that. You asked if it was being used.
16 And it is being used. It's being used for turn-overs from
17 weddings.

18 Q. How do you know that?

19 A. There's been enough weddings that have been there that --
20 it's a small town and you know people that are at the
21 weddings.

22 **MS. BLACK:** Your Honor, I'd move to strike that. That's
23 hearsay testimony.

24 **THE COURT:** Okay. Well, I'll -- okay. I'll sustain it.
25 I'm not certain that it's really relevant in my ---

1 **MS. BLACK:** Okay.

2 **THE COURT:** --- understanding of ---

3 **MS. BLACK:** All right.

4 **THE COURT:** --- the evidence ---

5 **MS. BLACK:** All right.

6 **THE COURT:** --- in this case in any event.

7 **Cross-examination by Ms. Black Continued:**

8 Q. You've listed throughout your communications about what
9 Taylors Mill Development is demanding for approval on the fire
10 and water pit issues. And those arose because Taylors Mill
11 Development was out of compliance with Greenville Water
12 Regulations, right?

13 A. Yeah. Yeah.

14 Q. Okay.

15 A. That's fair.

16 Q. And that is something that is -- was going on in 2018 and
17 2019, correct?

18 A. I think that was the time-frame, yes.

19 Q. Okay. And TMD still has not installed a backflow
20 preventer, correct?

21 A. No. We -- we had plans. We were actually working with
22 Greenville Water. They gave us a contractor's name to use.
23 Then COVID hit, and you couldn't get anything done, you
24 couldn't get anything. So since then we haven't had it done.

25 Q. Mr. Lewis, will you turn to Plaintiffs' 75, please. And

1 conversation in the parking lot with Mr. Cotton and asked you
2 if the loading zone discussion you had, you reached an
3 agreement, you remember that?

4 A. With me and -- myself and Mr. Cotton or myself, and Mr.
5 Black and Mr. Cotton?

6 Q. I'm sorry, Mr. Cotton, and Mr. Black, ---

7 A. Yes.

8 Q. --- and yourself, yes?

9 A. Yes.

10 Q. Thank you for clarifying. Was that -- with the blue
11 smurf turf reference, right?

12 A. Correct. Yes.

13 Q. Was that after the lease was signed?

14 A. I think so. I believe so.

15 Q. Okay. Did Mr. Black give anything in exchange for
16 permission to have a loading zone?

17 A. No.

18 Q. And what were sort of the terms of your agreement with
19 this loading zone?

20 A. So just, you know, I think Ashleigh Black talked about
21 this in her testimony. I mean, you can have a handshake deal
22 and assume everything's going to be fine. So at the time I
23 told him he could paint over the blue, which I think
24 everybody, including themselves, didn't agree with the color,
25 go back black knowing that those are parking spots and they

1 Q. And did you used to have a relationship with Taylors Mill
2 Development?

3 A. I did. I was partial owner, minority owner from roughly
4 2015 to springish of 2018.

5 Q. And what was your role as the minority ---

6 A. I mainly dealt with the day-to-day operations overseeing
7 our handful of employees making sure they were on task, tenant
8 relations for any existing tenants we had when we took over as
9 well as kind of meeting with potential new tenants just in the
10 initial, you know, of them coming in looking for space. So I
11 would help show them around and kind of give them the basics
12 of how things worked.

13 Q. And did that role give you the power to approve
14 construction inside of tenant spaces?

15 A. It did not, no. That was something that was done
16 collectively well after the fact of me initially meeting them.

17 Q. Did you ever approve any construction inside tenant
18 spaces?

19 A. Not on my own, I did not, no.

20 Q. Mr. Cotton, do you remember meeting with Ashleigh Black
21 in October of 2015?

22 A. Vaguely. I'm sure I did. So it's a long time ago. I
23 don't remember what I had for breakfast yesterday, so ...

24 Q. Okay. Do you remember speaking with her about phase 2
25 construction inside the Southern Bleachery?

1 A. In 2015?

2 Q. Um-hum (affirmative).

3 A. Not phase 2, no.

4 Q. Okay. So you don't remember any discussion about phase 2
5 happening?

6 A. I don't. No, I don't, not at that time.

7 Q. And you definitely didn't approve any construction for
8 phase 2 in 2015?

9 A. No, I wouldn't have even seen any drawings in 2015, not
10 of phase 2.

11 Q. And, Mr. Cotton, when did you stop working for Taylors
12 Mill Development? Or when did you give up your ownership ---

13 A. It was late 2017. And then I officially left around
14 spring of 2018.

15 Q. Mr. Cotton, can you pick up the black notebook to your
16 right. And can you flip to tab number 12.

17 A. Okay.

18 Q. And this has already been admitted into evidence. And do
19 you see here -- this is an email from Ashleigh Black to you
20 and Mr. Lewis.

21 A. Okay. I don't really have a recollection of this email.

22 Q. Okay. And is that because you had already left Taylors
23 Mill Development probably in May of 2018?

24 A. Yeah. I would not -- I was removed as manager, you know,
25 according to the protocols of leaving a business prior to

1 that, so I wouldn't have had any access to emails like this.

2 Q. Okay. And can you flip to tab number 17 in that same
3 notebook. And then I'm going to have you flip the page to the
4 second page. And down in the right hand corner it says TMD
5 00003545. Do you see that?

6 A. Yes, I do.

7 Q. Okay. And is this a -- excuse me, Mr. Cotton, I'm on the
8 wrong one. Can you flip the page one more time.

9 A. Sure.

10 Q. Okay. And is this a text conversation between you and
11 Kari Walker?

12 A. It appears to be.

13 Q. Okay. And do you remember this conversation?

14 A. I don't -- I can't say I remember it like it was
15 yesterday, but ...

16 **THE COURT:** Which tab is that? I'm sorry.

17 **MS. TRAYNOR:** 17, Your Honor. And it's on the third page
18 of 17.

19 **THE COURT:** Okay. All right. Got it. Thank you.

20 Q. Mr. Cotton, you don't have any reason to believe that
21 that's not yours?

22 A. No, no. I would -- no.

23 **MS. TRAYNOR:** Your Honor, we'd like to move to admit
24 Defendant's exhibit 17.

25 **THE COURT:** Objections?

1 **MS. BLACK:** Are we moving the whole thing or just this
2 page because I think there's quite a few different emails,
3 texts, that sort of compilation kind of thing. So I have no
4 issue with this page. I just don't think Mr. Cotton's
5 involved in all the other different pages.

6 **THE COURT:** Okay.

7 **MS. TRAYNOR:** Your Honor, that's fine. We could just
8 admit the one page. It might be easier to do the whole thing,
9 but if Ms. Black doesn't want to admit the whole thing, we can
10 just do ---

11 **THE COURT:** All right. So allow without objection page 2
12 of tab -- actually page 3 of tab 17.

13 **MS. TRAYNOR:** And we will take the rest of it out for the
14 court reporter.

15 (Whereupon Defendant's exhibit 17, page 3, was admitted
16 into evidence)

17 Q. Mr. Cotton, do you see the date on this top text message
18 between you and Kari Walker?

19 A. I do, yeah.

20 Q. And it's February 15th, 2019?

21 A. Correct.

22 Q. Can you read Ms. Walker's message to you and your
23 response?

24 A. She says, here's an old [sic] query. Do you remember if
25 you ever gave Lawrence authorization to start construction

1 over in the back of his space? My response one minute later
2 was, I for sure never did. Always left that up to Caleb.

3 Q. And, Mr. Cotton, did you ever give Lawrence or Ashleigh
4 Black or any employee of Taylors Mill Events permission to
5 proceed with phase 2 construction?

6 A. No, I did not.

7 **MS. TRAYNOR:** That's it for me.

8 **Cross-examination by Ms. Black:**

9 Q. Mr. Cotton, good afternoon.

10 A. Good afternoon.

11 Q. My name is Elizabeth Black. I represent the Plaintiffs.
12 We've met over Zoom before.

13 A. That's right.

14 Q. It's nice to see you in person.

15 A. You as well.

16 Q. Mr. Cotton, if you'll stick with the page we were just
17 looking at in -- I guess that's Defendant's 17, the page with
18 your text with Ms. Walker.

19 A. Yes, ma'am.

20 Q. You write that you always left that up to Caleb, correct?

21 A. Correct.

22 Q. Construction permission. And you were gone, I think you
23 testified, back in May of '18 when Mrs. Black sent the email.
24 So you wouldn't have -- with the phase 2 updated plans, right?

25 A. That's right.

1 Q. Thank you. Ms. Walker, did you ever park in the spot at
2 one point in time was labeled a loading zone in the dock 3
3 parking lot?

4 A. Yes. I parked in the parking spaces that had loading
5 zone written on them.

6 Q. And was your parking there a targeted action towards the
7 Blacks?

8 A. No.

9 Q. What is your understanding regarding whether Taylors Mill
10 Development approved phase 2 construction?

11 A. I was not aware of any approval of phase 2 construction.
12 We had a meeting. I asked for plans to be sent. We were
13 supposed to have a separate agreement drawn up.

14 And I understood that agreement was never drawn, there
15 was no scope of work provided, I did not receive any copies of
16 plans or permits. The approval that would have been ratified
17 was never signed. I thought that we were kind of still in
18 stasis on that.

19 Q. And just to be clear, would you have had authority to
20 give any sort of approval?

21 A. No.

22 Q. And the meeting that you were just sort of referring to,
23 in particular were you maybe referring to the July 2018
24 meeting that we've talked about in this case?

25 A. Yes, summer of 2018.

1 Q. Okay. And did you know that the Blacks had moved forward
2 with construction after the summer of 2018?

3 A. I did not. That winter there was, I think, some
4 complaints about odors coming from the space. And I thought
5 that was odd, perhaps, curious, but I was not aware that they
6 had begun construction on phase 2.

7 Q. Okay. And just quickly, if you could, in the black
8 notebook turn to tab 17.

9 A. Okay.

10 Q. And is this the email you were just talking about?

11 A. It is.

12 Q. In sending the email you said, construction projects
13 require prior approval, right?

14 A. That's correct.

15 Q. And why did you say that?

16 A. Because the odor that I was -- that was receiving
17 complaints, seemed like it was coming from a cutting torch or
18 something that was using like an accelerant. And that made me
19 curious as to what they could possibly be doing that would,
20 you know, be a part of hosting an event that would have that
21 kind of odor. So that's why I was reminding them that
22 construction projects require approval, that I know of at this
23 time, they don't have any approval. So ...

24 Q. Okay. And, Ms. Walker, if you could, sort of -- we're at
25 tab 17 in this notebook. Can you sort of tell me if you

1 right?

2 A. Yes.

3 Q. Okay. And do you know -- is this sort of in a format
4 from the gmail based system of Taylors Mill Development?

5 A. Yes.

6 Q. Okay. Does the -- did Taylors' Fire Marshal routinely
7 conduct routine fire inspections at the Mill?

8 A. Did an annual fire inspection as well as an annual walk-
9 through. They are actually separate events.

10 Q. Okay. Well, let's turn to the fourth page of Defendant's
11 exhibit 17. And in this document it's like the emails
12 actually start at the top with the earliest email and then as
13 you go down it goes later in the date, is that right?

14 A. Yes.

15 Q. So in the first email dated February 5th, 2019, this is
16 an email from you to Lawrence and Ashleigh Black, is that
17 right?

18 A. That's correct.

19 Q. And you say, as you know, today was the walk-through with
20 the Fire Marshal, ---

21 A. Yes.

22 Q. --- right?

23 A. Um-hum (affirmative).

24 Q. And you say, during the walk-through today I noticed
25 there is a lot of construction underway, right?

1 A. That's correct.

2 Q. So was February 5th, 2019, was that the first time you
3 understood that they had moved forward with the phase 2
4 construction?

5 A. Yes.

6 Q. And what was your reaction to that?

7 A. I was surprised and a little bit taken aback almost
8 because I thought that we were on one page with that and it
9 turned out that there was walls and full rooms built.

10 Q. If you could go back with me to page 2 in Defendant's 17.

11 A. Okay.

12 Q. And at the top of the page there's a -- it looks like
13 it's an SMS. Is that a text message?

14 A. Yes.

15 Q. Okay. And so -- and karissima@gmail.com, is that your
16 ---

17 A. That's my private email, yes.

18 Q. Okay. And so you are texting Mr. Lewis on February 5th,
19 2019 at 12:04 pm, right?

20 A. Yes.

21 Q. And you said, Southern Bleachery has built a bunch of
22 walls and is planning to punch a door out through the outside
23 wall? Do they have any approval for this stuff because
24 otherwise I'm calling Dean and getting the permit pulled.
25 This is ridiculous, is that right?

1 A. That's correct.

2 Q. Who was Dean?

3 A. Dean Miles is our planning review contact at Greenville
4 County.

5 Q. Okay. And then Mr. Lewis responds to you and says, no,
6 they have not been given permission, is that right?

7 A. Right.

8 Q. And that was just a minute later, right?

9 A. Yes.

10 Q. Okay. And did you wind up contacting Dean?

11 A. I did.

12 Q. Okay. And what was sort of the result of that?

13 A. Dean initially told me that they would put a stop work
14 order on that permit. Then he called me back and said that
15 it's not really Greenville County's purview to mitigate
16 landlord/tenant disputes, so they were not going to issue a
17 stop work order, but going forward they would call Taylors
18 Mill Development for approval of any permits submitted on that
19 tax parcel, which they have done since.

20 Q. Okay. And if you can, turn with me to the next page.

21 A. Okay.

22 Q. And I think this is the text exchange we just looked at
23 with Greg Cotton, is that right?

24 A. Yes.

25 Q. And I think Mr. Cotton read this, he said, here's an old

1 query, but I think it actually says, here's an odd query, is
2 that right?

3 A. It does.

4 Q. And then you say, do you remember if you ever gave
5 Lawrence authorization to start construction over in the back
6 of his space, is that right?

7 A. That's correct.

8 Q. Do you remember -- why would you say that was an odd
9 query?

10 A. It's an odd query because Greg Cotton would not have
11 given authorization for a tenant to start construction. That
12 wasn't really part of his purview, but at the time I wanted to
13 make sure that there was not any misunderstanding.

14 Q. And if you could, turn with me to -- it's TMD 3551 still
15 in Defendant's exhibit 17.

16 A. All right.

17 Q. And do you see the email from you dated February 14th,
18 2019? Down at the bottom of the page, it's time stamped 1:43
19 pm?

20 A. Yes.

21 Q. Okay. And this is an email from you to Lawrence Black.
22 And you say, I've done a walk-through of the space, and I have
23 some concerns about the work being done around the drains. I
24 need to address this with my plumber before approval can be
25 given. I'm sorry to cause delays, but you'll have to stop

1 work on the concrete project until I can review and address
2 these issues, is that right?

3 A. Yes.

4 Q. Okay. So you mention you want to address it with your
5 plumber on February 14th, is that right?

6 A. Right.

7 Q. Did anything change -- well, let me ask, did you ever
8 address it with your plumber?

9 A. I did not. Lawrence shortly after this email sent
10 stormed into my office and told me that he had an engineer
11 look at those drains, and they weren't connected to anything.
12 And I said, just get me a letter to that effect, which he
13 never did provide.

14 Q. Okay. And then in the next part of that same email you
15 say, in the meantime, please note that there is a serious
16 amount of sludge being poured into the drain system from the
17 work being done, and that just needs to be removed by shopvac
18 and the drain cleaned to prevent build-up in the system, is
19 that right?

20 A. Right.

21 Q. And you say, I've attached a photo of the sludge?

22 A. Yes.

23 Q. If you could, turn with me to tab 22. And is this a
24 picture of the sludge that you were referring to?

25 A. Yes.

1 Q. Okay.

2 MR. McCARRELL: Your Honor, at this time we would move
3 that Defendant's exhibit 22 be admitted into evidence.

4 THE COURT: Objections?

5 MS. BLACK: Your Honor, I think a little bit more
6 foundation needs to be laid. I don't know who took the
7 picture. I don't know any of that. So ---

8 A. I took this picture.

9 MS. BLACK: All right. There we go.

10 THE COURT: You good?

11 MS. BLACK: That's fine, Your Honor.

12 THE COURT: Okay. All right. The same is admitted.

13 (Whereupon Defendant's exhibit 22 was admitted into
14 evidence)

15 Q. Ms. Walker, have you had other instances in the past
16 where sewer lines have been damaged or had to be cleared due
17 to work done by tenants?

18 A. Yes. I've had some sewer lines that were damaged over in
19 Print Works 1 building by tenants. I've also -- I've had
20 really more water run-off lines damaged. And it sort of goes
21 back and forth.

22 So I have like a sewer line in the Bleachery building
23 that had to be cleared of debris. That was done by a tenant,
24 debris. In Print Works 1 I had a tenant that got a bunch of
25 clay into the drain lines that had to be cleared. And also

1 over in Print Works 1 I've had some damage to sewer lines from
2 tenants putting things into drains. I'm not really sure what
3 their thought process was there.

4 Q. Okay. And did those past experiences influence how you
5 addressed this issue with drains in the Southern Bleachery
6 space?

7 A. Yes. Pretty much anything with regards to water. I'm
8 very cautious about whether it's storm water run-off or drain
9 sewer run-off, I need to know which system it's connected to
10 and how it's going to be affected.

11 Q. All right. Thank you, Ms. Walker. I'll pass you to Ms.
12 Black.

13 **Cross-examination by Ms. Black:**

14 Q. Good afternoon, Ms. Walker.

15 A. Good afternoon.

16 Q. You have estimated that you -- as you testified earlier,
17 you're an employee of Carolina Recycling, right?

18 A. I am.

19 Q. That you were leased out to Taylors Mill Development,
20 right?

21 A. Yes.

22 Q. And I believe you spend about 10 percent of your time on
23 Carolina Recycling matters and about 90 percent of your time
24 on Taylors Mill Development matters, is that right?

25 A. That does vary week to week. Obviously, this week I'm

1 on the last page on February 5th you write, do you not, that
2 you don't have copies of the plans or permits for the
3 construction, correct?

4 A. That's correct.

5 Q. Were you aware of Mrs. Black's email to Alex Reynolds on
6 July 13th, 2018 with a full set of plans?

7 A. I was not. I had instructed her to send them to Caleb.

8 Q. Were you aware that the set of plans that was sent on
9 July 13th, 2018 was referenced in the amended lease agreement?
10 So somebody at Taylors Mill Development got those plans,
11 right?

12 A. I don't know. It wasn't me.

13 Q. Okay. So you wouldn't necessarily have correct
14 information when you write this email, right?

15 A. I can always be incorrect.

16 Q. And you also write, do you not, that any changes to the
17 leased premises requires written permission from the landlord?
18 Do you see that?

19 A. I did.

20 Q. Is that correct?

21 A. You have pointed out that the lease does not include
22 written in the description, but it does require permission.

23 Q. It requires agreement, correct?

24 A. The lease requires agreement, yes.

25 Q. So this is incorrect what you wrote in your email of

1 February 5th, correct?

2 A. Yes.

3 Q. Did -- you were involved in various emails regarding the
4 trough and the concrete dealing in leveling the floors,
5 correct?

6 A. Correct.

7 Q. And are you aware of Kevin Duckworth, the general
8 contractor for Taylors Mill Events, providing construction
9 input in those emails?

10 A. I'm not sure if I was aware at the time. Over the course
11 of the past couple of days, it's obviously been brought up.

12 Q. So were you just not paying very close attention to these
13 emails when they came ---

14 A. I don't recall.

15 Q. Well, so you -- but you had the opportunity to see those
16 emails at the time? And Mr. Duckworth, the general
17 contractor, is making statements about the troughs and the
18 work that was planned. And did you pay any attention to
19 those?

20 A. I paid attention to these, yes, I just don't recall if I
21 saw that email.

22 Q. Are you aware of several follow-up emails between Mrs.
23 Ashleigh Black and Caleb Lewis about sending out a plumber?

24 A. Can you be more specific?

25 Q. Sure I can. Let me find it. If you will look at tab 39,



Taylors Mill Development, LLP
250 Mill St. Suite 1
Taylors, SC 29687

State of South Carolina)

LEASE

Count of Greenville)

This agreement is made the 1st day of June, 2015 between **Taylors Mill Development, LLP** (hereinafter called "lessor") and **Lawrence Black** (hereinafter called "lessee").

1. PREMISES

Lessor agrees to lease to lessee and lessee agrees to lease 16,000 square feet of premises situated in the county of Greenville and state of South Carolina, (hereinafter called the "premises"), and more specifically described as follows:

250 Mill St.
Suite 2-A
Taylors SC 29687
16,000 square feet

Together with the right to have guests of lessee attending events on the premises use parking spaces, where available, on the property known as the Taylors Mill.

2. TERM

For a term of 5 year(s), beginning on the 1st day of June, 2015.

3. RENTAL

See Schedule 1

4. USE

Premises shall be used for the purpose of operating an event space, restaurant and bar, and any customary and accessory uses thereto, and no other. Lessee agrees not to use premises for any illegal purposes or to violate any regulation or any governmental body or to create any nuisance or trespass to others

5. ADDITIONAL TAXES

The lessor shall pay all real estate taxes, which may be levied or assessed by any lawful authority against the property.

6. INSURANCE

Lessee shall carry at it's own expense and pay all premiums for insurance to cover its personal property, trade fixtures

1

Lessor CL Lessee JB

and merchandise stored on the leased premises. Lessee will also carry and keep in force a policy of comprehensive public liability insurance, including property damage, with respect to the leased premises. This policy shall provide at least the following limits: bodily injury \$1,000,000 each person, \$1,000,000 each occurrence, and property damage \$500,000 each occurrence. Lessee shall, upon demand, deliver to the lessor from time to time a certificate or other evidence that this public liability insurance coverage is being maintained by the lessee.

**7. SUBLETTING AND
ASSIGNMENT**

It is understood and agreed that if lessee does assign or or sublet (only after having received written permission from the lessor) all or any portion of the leased premises, lessee, nevertheless, shall remain responsible to lessor under all terms and conditions of this lease including, among other responsibilities and without limiting such responsibilities, the obligation to pay to the lessor the difference between rent due under the terms of this lease and any lesser amount due under the provisions of any sub-lease or assignment.

**8. EXAMINATION OF
PREMISES**

Lessee agrees that it has examined and is familiar with the condition of the premises and will accept the premises in its present state of condition and repair unless otherwise agreed upon in this lease.

9. REPAIRS BY LESSEE

The lessee agrees to keep and maintain the premises as its sole expense in a good state of condition and repair. The lessee agrees to return the premises at the end of the lease term in at least as good condition at premises were when first leased, normal wear and tear excepted. If lessee desires to maintain ownership of any fixtures, furniture and/or equipment the lessee has installed, written permission from the lessor must be submitted to approve these items.

**10. PERSONAL
PROPERTY**

All personal property moved into the premises by the lessee shall be at the risk of the lessee or owners of the personal property. The lessee agrees that the lessor shall not be liable for any damage, loss, or theft of personal property from any cause.

11. TRASH REMOVAL

The lessee agrees to keep the entire premises clean at all times.

**12. RIGHT TO
TERMINATE**

Lessor may elect, upon a default, to terminate this lease agreement after providing lessee with notice of such default, and providing lessee the opportunity to cure such default within thirty (30) days of receipt of such notice. In such event, this lease shall be regarded as cancelled as of the date the lessor serves notice of lessor's election to terminate to lessee. Lessee shall remain liable to lessor for all rentals, charges, and payments accrued to the time of such termination. The lessee's right to terminate this lease is in addition to and not in lieu of any other rights of causes of action that lessor may have against the lessee because of a default by the lessee. If lessor does not elect to terminate the lease as above provided, then lessor shall utilize and pursue such other rights as it may have against the lessee under the other terms of this lease and the laws of the United States or the city, county, and state in which the leased premises are located.

**13. DAMAGE TO
LEASED
PROPERTY**

The lessee agrees not to claim any compensation from the lessor or the lessor's insurance company because of any inconvenience, annoyance or business interruption arising from the damage, repair, rebuilding, or alteration of any portion of the leased premises.

**14. GOVERNMENTAL
ORDERS**

The lessee, at its sole expense, agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities as may apply to the business conducted by the lessee on the premises.

**15. RIGHT TO
MORTGAGE
OR LEASE**

The lessee agrees that its rights are subordinate and subject to any bonafide mortgage which now covers the premises or to any bonafide mortgage which may be placed on the premises any time in the future by the lessor and will sign any lease subordination agreement or estoppel agreement at the lessor's request.

**16. WAIVER OF
RIGHTS**

The lessee agrees that no waiver of any conditions of this lease by the lessor whether implied or in writing shall constitute any further waiver by the lessor of any other condition of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

17. ZONING

It is agreed that the use of the leased premises is subject to any applicable zoning ordinances or regulations and set back lines of any governmental authority.

18. NOTICES

It is agreed that all notices regarding this lease shall be sent by certified or registered mail to:

(a) Notice to Lessor: Taylors Mill Development, LLP
250 Mill St. Suite 1
Taylors, SC 29687

(b) Notice to Lessee: 11119th St. N
Apt 3004
Arlington, VA 22209

**19. QUIET
ENJOYMENT**

Subject to the conditions of this lease, the lessor agrees that the lessee may peaceably have, hold and enjoy the premises, without hindrance by the lessor or lessor's agent.

**20. WRITTEN
AGREEMENT**

This lease contained the entire agreement between the parties may be modified only by an agreement in writing signed by lessor and lessee.

21. CAPTIONS

The marginal captions contained here are for convenience and reference only and are not a part of the lease or to be construed as in any manner limiting or amplifying the terms and provisions of this lease.

**22. HEIRS AND
ASSIGNS**

This lease shall bind and have affect to the benefit of the parties named and their respective heirs and executors.

23. OPTIONS

Lessee shall have one (1) option to renew this lease for five (5) years. The rent due during the option period will be as set forth on Schedule 1.

**24. ADDITIONAL
PROVISIONS**

It is understood that the lessee will have new electrical service installed at lessee's expense, and that lessee will be responsible for electric power service used in the space.
If the lessee uses space outside the designated area of rent, lessor reserves the right to charge rent on additional space used.

**25. HOLD OVER
TENANT**

If the lessee holds over and continues in possession at the conclusion of the lease term, or any extension of the term, without any written agreement as to such possession, lessor shall agree to such possession by acceptance of additional monthly payments and lessee shall be considered a lessee from month to month at a rental amount equal to last payment made under the terms of the written lease and shall be subject to all other terms and conditions of this lease. Such tenancy may be terminated by either party upon giving of thirty (30) days notice in writing to the other party.

**26. DEAD
STORAGE**

Lessor reserves the right to charge for electrical service if use becomes more than "dead storage".

**27. SAVING
CLAUSE**

In the event any provision of this lease is declared or determined to be invalid under the laws governing this lease, the remaining terms and conditions shall remain in full force and effect and shall be binding on the parties hereto.

**28. LEASEHOLD
IMPROVE-
MENTS**

Lessor and Lessee acknowledge and agree that certain improvements will be required to be made to the premises in order to make the premises suitable for occupancy and use by Lessee. All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof.

**29. EXCLUSIVE
USE**

Lessor represents, warrants, and covenants that from and after the Effective Date of this lease, neither lessor nor any affiliate of the lessor will lease any space in the property known as the Taylors Mill, to any other tenant or other occupant for use as event space.

IN WITNESS WHEREOF, the parties named herein have set the hands and seals the year and day first above written.

Lessor: Taylors Mill Development, LLP

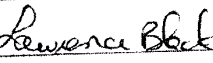
Signature: 

Name: Caleb Lewis

Date: 7/22/15

Witness: _____

Lessee: Lawrence Black

Signature: 

Name: Lawrence Black

Date: 7-22-15

Witness: _____

Note: This is a legally binding contract. If not completely understood, we recommend you seek competent advice from your attorney.

6

Lessor  Lessee 

PLAINTIFF_00008

Schedule I

Commencing on June 1, 2015, and ending on May 31, 2017, lessee shall pay to lessor \$1,900 per month, due in advance of the first day of each month. Concurrently with the execution of this lease, lessee has delivered to lessor \$1,900 as rent for the first month of the lease.

Commencing on June 1, 2017, rent shall be \$1,500 per month, due in advance of the first day of each month. Additionally, lessee shall pay ten percent (10%) of the lessee's gross profit, generated from event space rental only and not from food sales, equipment rental or any other source of revenue, due in arrears of the first day of each month. Lessor will have the right to see any/all schedules and payments for the rental events.

In the event lessee exercises the option specified in Section 23 of the Lease, rent shall be \$1,900 per month, due in advance of the first day of each month, starting on the first day of the renewal term. Additionally, at the end of each month, lessee shall pay to lessor an amount equal to ten percent (10%) of lessee's gross rental profit generated from its events space rental for the calendar month.

All amounts due under this Lease shall be delivered to the address lessor provided in Section 18 of the Lease. A late charge of eighteen percent (18%) will be applied if rent is not received by the tenth (10th) of each month.

A deposit in the amount of \$1,900 has been paid for this rental of the space.



From: Ashleigh Black <ashleighroberts@gmail.com>
To: Caleb Lewis; Greg Cotton
CC: lawbla
Sent: 9/16/2015 11:23:25 AM
Subject: Fwd: taylor's revised #2
Attachments: TAYLORS 9-10 #2.pdf

Hi Caleb and Greg,

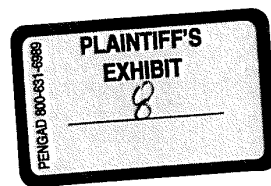
We are moving along with the design phase and now have a schematic for the event space.
Please see attached for your review.

We'll also be in town this weekend. If you have any time on Friday or Monday to touch base,
it would be great to update you on our progress and talk through the process for approval.

Hope you're both doing well.

Best,
Ashleigh





From: Caleb Lewis <caleb@carolinarecyclingcompany.com>
To: Lawrence Black <lawbla@yahoo.com>
CC: Greg Cotton <greg@wrk-grp.com>; Ashleigh Black
<ashleighroberts@gmail.com>; taylorsmillevents@gmail.com <taylorsmillevents@gmail.com>
Sent: 2/16/2016 2:18:26 PM
Subject: Re: Update: (It's a long one)

Man, this is exciting! Looking forward to the updates. The site surveying company was out here today, so we should have that in our hands by the end of the week. David Langley should have the Master Plan to us as well. All is coming together!

Thanks,

Caleb

On Tue, Feb 16, 2016 at 1:55 PM, Lawrence Black <lawbla@yahoo.com> wrote:
Gentlemen,

Thought it was a good time to update you on the Event Space. All is finally aligned and things should start moving fairly quickly.

I submitted all the necessary filings and legal documentation to the state for Tax credit approval on estimated improvement expenditures of \$450,000-\$560,000. Fingers crossed.

Cely Construction has been chosen to serve as the general contractor. They are big, well regarded, and have assured us they will get the job done quickly and on schedule. Cely is also applying for the permit.

Assuming no serious delays with permitting we expect demolition to begin no later than March 21st and construction to be completed no later than April 29.

Considering the overall budget and capital expenditures, we are going to have to hit the ground running if we have any hope of recouping the investment.

We are operating under Taylors Mill Events LLC but are branding Old Southern Bleachery as the venue name.

We hired Angie Culpepper to serve as the interim wedding coordinator and to help build out this side of the business. She will also serve as the event coordinator for Made South.

We signed nvite to provide our event booking and ticketing systems and engaged a consultant with nationwide conference and festival experience. We are targeting conferences and festivals like Made South that fit the culture and vibe of the Taylors Mill Community. I think you are really going to like some of the early leads. This is the part that excites me.

We will have an initial photo shoot in the space in the next two weeks, have several mock weddings and photo shoots the week of May 1. We are having a wedding/event industry "sneak peak" open house Thursday evening May 19. We expect as many as 400 industry professionals to attend. It will be catered with waitstaff, drinks, butler passed hors d'oeuvres, etc.

The Grand Opening is scheduled for the evening of Thursday June 2. This will be a fancier ticketed event, with full bar, catering, valet service, etc. We expect to have several dignitaries in attendance.

You and your families are invited and we'd love to have you say a few words. More info to follow.

Our first wedding is June 4th and the following week will be an open house with lots of tours and staged events with prospective brides and corporate clients.

As we are build out our website and internal booking and calendar system, we would like to also create a link that you can access so we can coordinate on parking and logistical considerations. It would also make sense to have an events tab on your site that links to ours to streamline event inquires and avoid confusion.

We will have a draft contract for the Made South event to you by the end of the week for your review. It is a great opportunity for us to begin to explore how to monetize future events. I am putting together a draft pricing sheet to get options for conferences and festivals (like MadeSouth) that want space in addition to the Event Venue. For instance,

Additional Conference Space:	\$750 per 5000sq. ft
Passenger Carts:	\$100/day
Dock 3 parking lot Closure	\$500/day
Taylors Mill Park	\$250/\$500/\$750 (based on attendance, use, and space requested)

This is just an example and final pricing and revenue share is up to you all if you are interested.

I know this a lot for one email. There is nothing actionable right now, but I wanted to prepare you for the coming days and weeks and to put some of these things on your radar. I will send updates as I get them.

Thanks for everything you all have done to date. It's been a long haul...

Lawrence

--

Caleb Lewis

(864) 292-0098 Office

(864) 991-5002 Mobile

Carolina Recycling

www.carolinarecyclingcompany.com

Recycling in the Carolinas and Around the World!



From: Caleb Lewis <caleb@carolinarecyclingcompany.com>
To: Lawrence Black <lawbla@yahoo.com>
CC: Greg Cotton <greg@wrk-grp.com>; Ashleigh Black
<ashleighroberts@gmail.com>; taylorsmillevents@gmail.com <taylorsmillevents@gmail.com>
Sent: 3/2/2016 1:31:56 PM
Subject: Re: I attached this in a Word doc as well since it is lengthy

Lawrence,

I see many concerns that should not be concerns. I don't have time to sit down today or tomorrow, but I will get with Greg about Friday. Assuming we can both meet Friday, can you present something to Greg and I on Friday, stating your concerns and questions? Bullet points would be great. With TME controlling the "events" taking place throughout the entire mill, TMD's (not TMP by the way), hands are tied from making decisions that directly effect TMD, and there are too many "what if's" to look at.

Thank you for putting this together. I can certainly see your passion for making TME great, and I fully believe it will be.

Thanks,

Caleb

On Wed, Mar 2, 2016 at 1:01 PM, Lawrence Black <lawbla@yahoo.com> wrote:
Taylors Mill Events. LLC
Site Management and Booking Plan

Objective:

Build an efficient and streamlined site management and booking system for events at TMP that includes agreed upon rates, available rental spaces, preferred vendors, written rules for clients and vendors, and marketing in order to maximize profits for TMP and Taylors Mille Events (TME).

Background:

Recent TMP tenant communication indicates that TMP is:

- 1.) Is offering a number of event spaces such as the parking lot, common area, and gallery space at TMP
- 2.) Is providing tenants a process for booking event space outside of their normal lease and encouraging them to hold events and offering to promote those events.

Both of these efforts create great uncertainty for our business just as we begin our operations, after a substantial investment, and commitments for much more. We believe they present a grave risk to our business model.

On the first point, this possibility place TME in competition with their landlord which is a no-win situation for TME.

On the second point, TME has every interest in a vibrant and robust Taylors Mill community. We have no issue with events such as First Fridays, launch parties, open mics, artist open houses, holiday parties and business related events by tenants.

However, if those tenants were to begin offering, marketing, or promoting, their space as available for outside events such as weddings, engagement parties, and corporate functions, then that too would undermine our business model.

At the outset, TMP and TME recognized the substantial upfront investment and ongoing operational budget necessary to create a successful business and granted TME a special role as the premier event venue of Taylors Mill. A profit sharing relationship between TMP and TME furthers our understanding that we both recognize that operating together is the profitable course for both parties.

Our business plan can not survive otherwise.

The risks and challenges presented by not having a premier event venue are endless and we believe it will also harm the overall community experience which, above profits, is what attracts all of us to TMP. We foresee conflict with varying websites, conflicting rates, different contracting practices, varied rules and regulations, and unvetted service providers and vendors. This process creates confusion for tenants, confusion for consumers and prospective customers and a management headache. It also creates logistical hurdles with parking for all businesses affected, not just those with conflicting events.

Without a premier event venue how would events be prioritized? Who makes that determination, and based on what criteria? Would it be first come first serve? A race to book up the whole calendar? Would we prioritize one tenant over another? Revenue and profit over Community. Or Community over the economic viability of TMP tenants.

TME is concerned this creates a dynamic where an interested client could approach one venue and then play them off of other businesses within TMP to get the best rate. This creates internal ill will and ultimately dilutes the overall brand and operations of TMP and those who operate there.

TME Mission and Rationale:

TME does events. It is the sole focus of the business. Our goal is to host first class events in the broader Greenville area ranging from weddings, church gatherings, community and seasonal celebrations to corporate and educational trainings, conferences, industry launches, expositions, and regional festivals.

We have invested more resources into the physical build-out of the space than any other tenant in the mill, are bringing in national web, marketing, and design experts, and have two staff with more than 15 years of specialized event experience and established vendor relationships in the community.

From the outset, TME has envisioned the event business as a partnership with TMP. TME signed a lease roughly six months ago with the assurance and detailed language in its contract that TME serves as the premiere events space on the TMP premises. Part of the rationale for that language was the inclusion of a cost-sharing clause as TME envisioned building this out in the most profitable way for both parties.

Initial interest in the event space has also demonstrated the value of a centralized booking and event management platform for TME and Taylors Mill Properties. With only word of mouth, deposits have been paid for three weddings and a regional artisans festival is scheduled for the end of May.

In regards to the last point, TME is developing a multi-use contract and rate quotes for use within TMP that falls outside of the TME lease. It is using The Made South festival as the pilot to jointly determine rates and spaces with TMP. It is envisioned that this will be used as a template for multi-use events moving forward. Pricing is up to you, and with our infrastructure will prove to be a very profitable source of revenue.

Proposed Solution:

Work together to create a streamlined site management and booking platform that is managed by TME. The platform would have a direct link to TMP's website for a seamless user experience and

there would be a jointly accessible internal planning calendar to handle any conflicts. This could be done under a tab titled events that could take the user to basic information, photos, an on-line informational request form, a calendar of upcoming events, etc.

What this means:

TME and TMP would develop:

- Agreed upon pricing model for TMP-designated internal and external event space (parking lot, park, open space, etc.)

TME would:

- Identify and manage suitable service providers and develop preferred vendors,
- Create shared rules and regulations for hosting events (including minor issues such as set-up, clean-up, and trash disposal as well as more major ones such as liability)
- Develop and manage contracts for events
- Handle all event inquiries, both on-line and in person, scheduling showings and working with clients from start to finish.
- Develop and manage internally shared backend calendar so staff are up to date on existing activities and can avoid conflicts.
- Support TMP social media efforts by tweeting, posting photos and positive client comments, and promoting upcoming activities.
- Undertake advertising and marketing efforts that build TME and TMP's branding and visibility.
- Manage staff responsible for event coordination activities.

TMP would:

- Review contract template and provide feedback to finalize
- Review shared rules and regulations and provide feedback to finalize
- Review internal calendar to help avoid conflicts
- Participate in quarterly review meetings to discuss emerging issues and assist in the development of needed solutions

Benefits:

This approach simplifies the management and backend equation, reduces TMP staff time, expands the number and type of activities that can take place annually, provides consumers with a single point of contact, and provides efficiencies for both businesses while maximizing profits.

--

Caleb Lewis
(864) 292-0098 Office
(864) 991-5002 Mobile
Carolina Recycling
www.carolinarecyclingcompany.com
Recycling in the Carolinas and Around the World



From: Ashleigh Black <ablack@southernbleachery.com>
To: Caleb Lewis <caleb@taylorsmill.community>; Greg Cotton <greg@taylorsmill.community>
CC: Lawrence Black <lawbla@southernbleachery.com>
Sent: 5/16/2018 12:24:33 PM
Subject: SB Phase II Construction Update / Review
Attachments: TAYLORS 9-10 #2.pdf; Xerox Scan_05152018175728.pdf

Hi Caleb and Greg,

We are ready to submit our revisions to the county for Phase II of construction. I'm attaching the original plans TMD approved in October of 2015 as well as the updated ones for your review. The changes are mostly cosmetic -- flipping the sides of the room/relocating storage and dressing/sitting area/bathrooms based on use, minimizing the kitchen to a prep area, and then we have added an additional entrance for caterers and flips. Please let me know if you have any questions or would like to discuss.

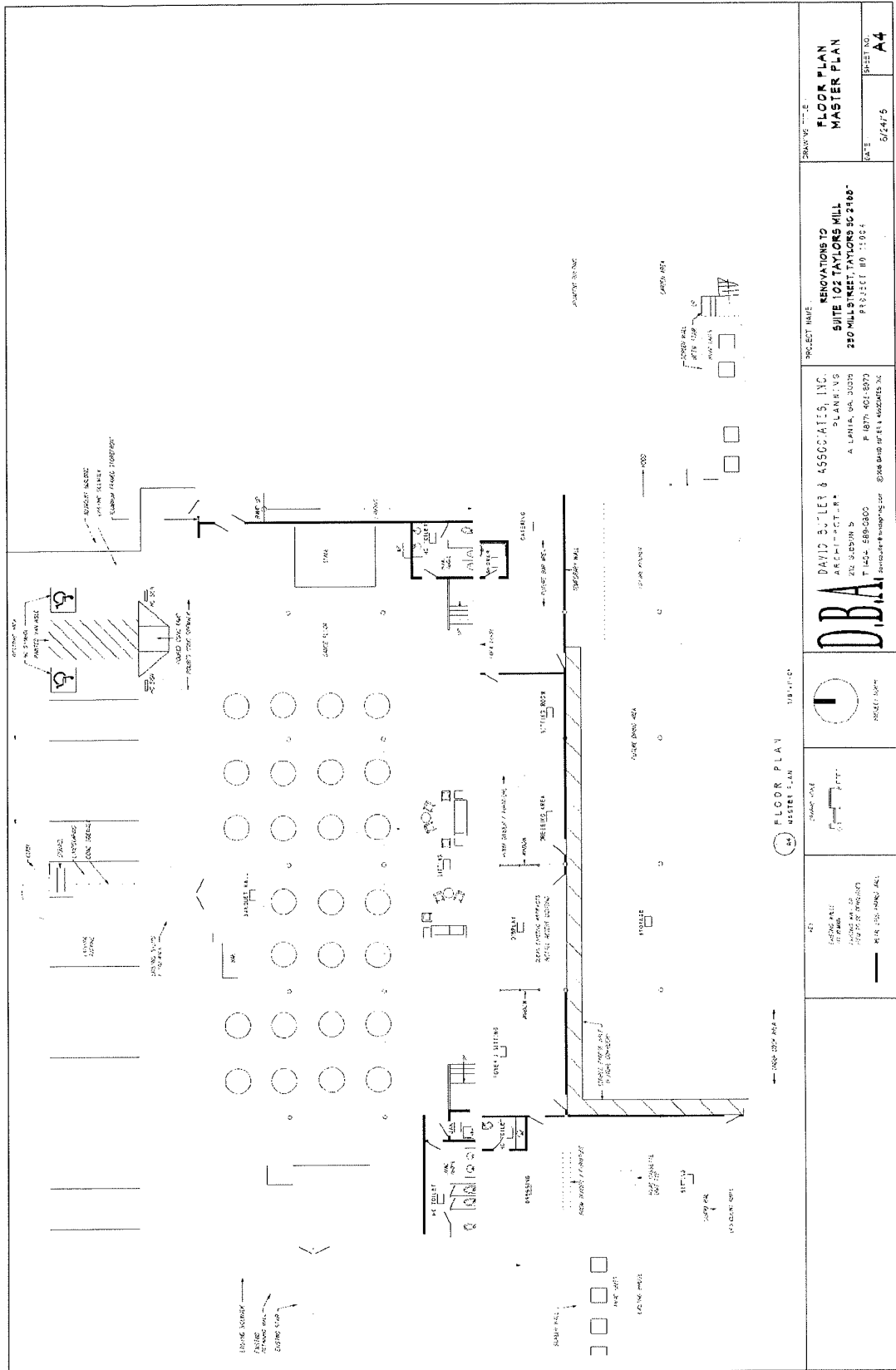
Best,
Ashleigh

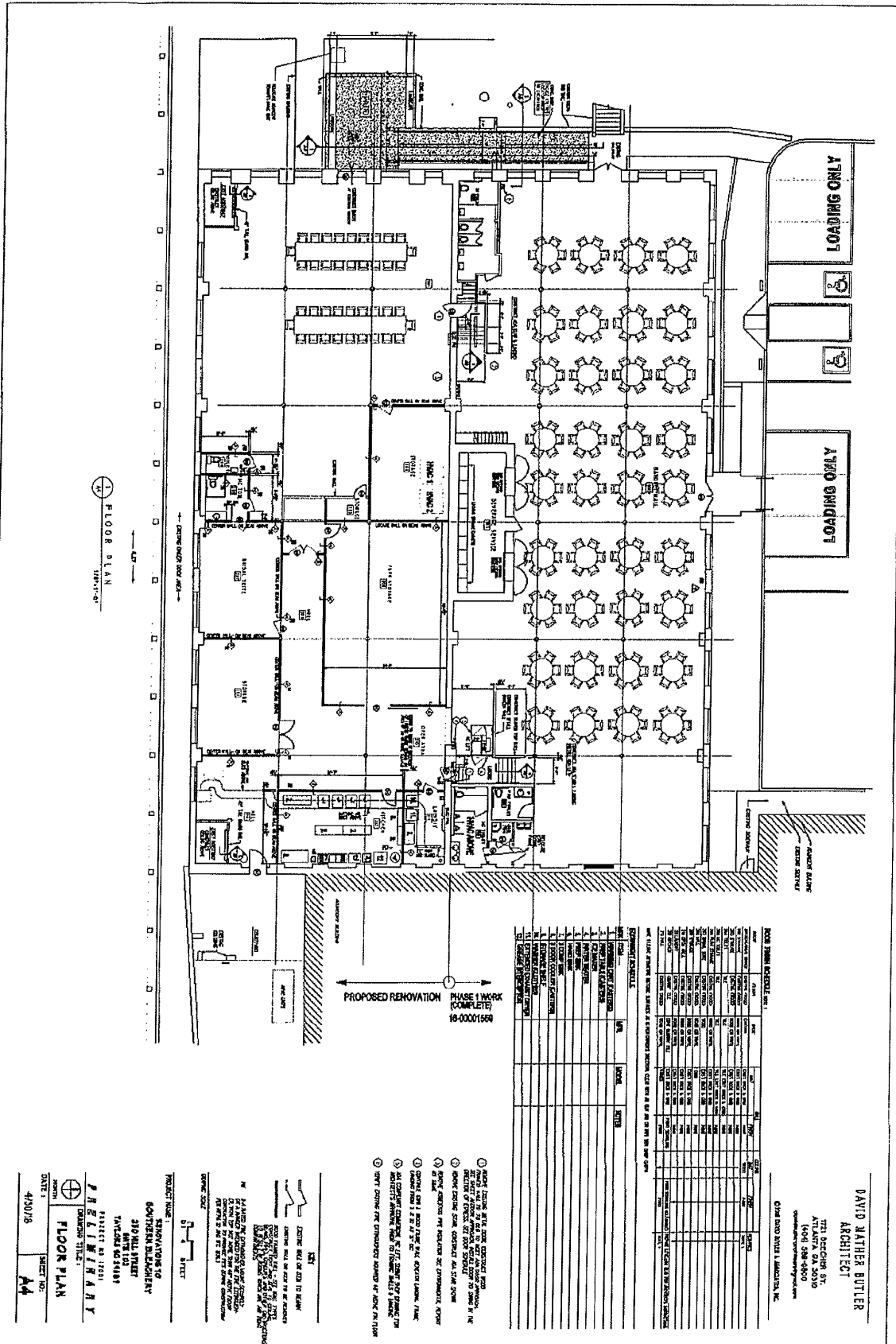
--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370

E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **





DAVID MATHER BUTLER
ARCHITECT
771 HANCOCK ST.
ATLANTA, GA 30310
(404) 588-4800
dmb@dmab.com

ONE DIXIE DRIVE S. LAWRENCE, NC

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	DEMOLITION WORK	1	DAY	100.00	100.00
2	FOUNDATION WORK	1	DAY	100.00	100.00
3	CONCRETE WORK	1	DAY	100.00	100.00
4	ROOFING WORK	1	DAY	100.00	100.00
5	MECHANICAL WORK	1	DAY	100.00	100.00
6	ELECTRICAL WORK	1	DAY	100.00	100.00
7	PLUMBING WORK	1	DAY	100.00	100.00
8	PAINTING WORK	1	DAY	100.00	100.00
9	LANDSCAPING WORK	1	DAY	100.00	100.00
10	FINISHING WORK	1	DAY	100.00	100.00
11	INSULATION WORK	1	DAY	100.00	100.00
12	CEILING WORK	1	DAY	100.00	100.00
13	FLOORING WORK	1	DAY	100.00	100.00
14	WALL WORK	1	DAY	100.00	100.00
15	DOOR WORK	1	DAY	100.00	100.00
16	WINDOW WORK	1	DAY	100.00	100.00
17	STAIR WORK	1	DAY	100.00	100.00
18	ELEVATOR WORK	1	DAY	100.00	100.00
19	MECHANICAL ROOM WORK	1	DAY	100.00	100.00
20	ELECTRICAL ROOM WORK	1	DAY	100.00	100.00
21	PLUMBING ROOM WORK	1	DAY	100.00	100.00
22	PAINTING ROOM WORK	1	DAY	100.00	100.00
23	LANDSCAPING ROOM WORK	1	DAY	100.00	100.00
24	FINISHING ROOM WORK	1	DAY	100.00	100.00
25	INSULATION ROOM WORK	1	DAY	100.00	100.00
26	CEILING ROOM WORK	1	DAY	100.00	100.00
27	FLOORING ROOM WORK	1	DAY	100.00	100.00
28	WALL ROOM WORK	1	DAY	100.00	100.00
29	DOOR ROOM WORK	1	DAY	100.00	100.00
30	WINDOW ROOM WORK	1	DAY	100.00	100.00
31	STAIR ROOM WORK	1	DAY	100.00	100.00
32	ELEVATOR ROOM WORK	1	DAY	100.00	100.00
33	MECHANICAL ROOM WORK	1	DAY	100.00	100.00
34	ELECTRICAL ROOM WORK	1	DAY	100.00	100.00
35	PLUMBING ROOM WORK	1	DAY	100.00	100.00
36	PAINTING ROOM WORK	1	DAY	100.00	100.00
37	LANDSCAPING ROOM WORK	1	DAY	100.00	100.00
38	FINISHING ROOM WORK	1	DAY	100.00	100.00
39	INSULATION ROOM WORK	1	DAY	100.00	100.00
40	CEILING ROOM WORK	1	DAY	100.00	100.00
41	FLOORING ROOM WORK	1	DAY	100.00	100.00
42	WALL ROOM WORK	1	DAY	100.00	100.00
43	DOOR ROOM WORK	1	DAY	100.00	100.00
44	WINDOW ROOM WORK	1	DAY	100.00	100.00
45	STAIR ROOM WORK	1	DAY	100.00	100.00
46	ELEVATOR ROOM WORK	1	DAY	100.00	100.00
47	MECHANICAL ROOM WORK	1	DAY	100.00	100.00
48	ELECTRICAL ROOM WORK	1	DAY	100.00	100.00
49	PLUMBING ROOM WORK	1	DAY	100.00	100.00
50	PAINTING ROOM WORK	1	DAY	100.00	100.00
51	LANDSCAPING ROOM WORK	1	DAY	100.00	100.00
52	FINISHING ROOM WORK	1	DAY	100.00	100.00
53	INSULATION ROOM WORK	1	DAY	100.00	100.00
54	CEILING ROOM WORK	1	DAY	100.00	100.00
55	FLOORING ROOM WORK	1	DAY	100.00	100.00
56	WALL ROOM WORK	1	DAY	100.00	100.00
57	DOOR ROOM WORK	1	DAY	100.00	100.00
58	WINDOW ROOM WORK	1	DAY	100.00	100.00
59	STAIR ROOM WORK	1	DAY	100.00	100.00
60	ELEVATOR ROOM WORK	1	DAY	100.00	100.00
61	MECHANICAL ROOM WORK	1	DAY	100.00	100.00
62	ELECTRICAL ROOM WORK	1	DAY	100.00	100.00
63	PLUMBING ROOM WORK	1	DAY	100.00	100.00
64	PAINTING ROOM WORK	1	DAY	100.00	100.00
65	LANDSCAPING ROOM WORK	1	DAY	100.00	100.00
66	FINISHING ROOM WORK	1	DAY	100.00	100.00
67	INSULATION ROOM WORK	1	DAY	100.00	100.00
68	CEILING ROOM WORK	1	DAY	100.00	100.00
69	FLOORING ROOM WORK	1	DAY	100.00	100.00
70	WALL ROOM WORK	1	DAY	100.00	100.00
71	DOOR ROOM WORK	1	DAY	100.00	100.00
72	WINDOW ROOM WORK	1	DAY	100.00	100.00
73	STAIR ROOM WORK	1	DAY	100.00	100.00
74	ELEVATOR ROOM WORK	1	DAY	100.00	100.00
75	MECHANICAL ROOM WORK	1	DAY	100.00	100.00
76	ELECTRICAL ROOM WORK	1	DAY	100.00	100.00
77	PLUMBING ROOM WORK	1	DAY	100.00	100.00
78	PAINTING ROOM WORK	1	DAY	100.00	100.00
79	LANDSCAPING ROOM WORK	1	DAY	100.00	100.00
80	FINISHING ROOM WORK	1	DAY	100.00	100.00
81	INSULATION ROOM WORK	1	DAY	100.00	100.00
82	CEILING ROOM WORK	1	DAY	100.00	100.00
83	FLOORING ROOM WORK	1	DAY	100.00	100.00
84	WALL ROOM WORK	1	DAY	100.00	100.00
85	DOOR ROOM WORK	1	DAY	100.00	100.00
86	WINDOW ROOM WORK	1	DAY	100.00	100.00
87	STAIR ROOM WORK	1	DAY	100.00	100.00
88	ELEVATOR ROOM WORK	1	DAY	100.00	100.00
89	MECHANICAL ROOM WORK	1	DAY	100.00	100.00
90	ELECTRICAL ROOM WORK	1	DAY	100.00	100.00
91	PLUMBING ROOM WORK	1	DAY	100.00	100.00
92	PAINTING ROOM WORK	1	DAY	100.00	100.00
93	LANDSCAPING ROOM WORK	1	DAY	100.00	100.00
94	FINISHING ROOM WORK	1	DAY	100.00	100.00
95	INSULATION ROOM WORK	1	DAY	100.00	100.00
96	CEILING ROOM WORK	1	DAY	100.00	100.00
97	FLOORING ROOM WORK	1	DAY	100.00	100.00
98	WALL ROOM WORK	1	DAY	100.00	100.00
99	DOOR ROOM WORK	1	DAY	100.00	100.00
100	WINDOW ROOM WORK	1	DAY	100.00	100.00

1. DEMOLITION WORK
2. FOUNDATION WORK
3. CONCRETE WORK
4. ROOFING WORK
5. MECHANICAL WORK
6. ELECTRICAL WORK
7. PLUMBING WORK
8. PAINTING WORK
9. LANDSCAPING WORK
10. FINISHING WORK
11. INSULATION WORK
12. CEILING WORK
13. FLOORING WORK
14. WALL WORK
15. DOOR WORK
16. WINDOW WORK
17. STAIR WORK
18. ELEVATOR WORK
19. MECHANICAL ROOM WORK
20. ELECTRICAL ROOM WORK
21. PLUMBING ROOM WORK
22. PAINTING ROOM WORK
23. LANDSCAPING ROOM WORK
24. FINISHING ROOM WORK
25. INSULATION ROOM WORK
26. CEILING ROOM WORK
27. FLOORING ROOM WORK
28. WALL ROOM WORK
29. DOOR ROOM WORK
30. WINDOW ROOM WORK
31. STAIR ROOM WORK
32. ELEVATOR ROOM WORK
33. MECHANICAL ROOM WORK
34. ELECTRICAL ROOM WORK
35. PLUMBING ROOM WORK
36. PAINTING ROOM WORK
37. LANDSCAPING ROOM WORK
38. FINISHING ROOM WORK
39. INSULATION ROOM WORK
40. CEILING ROOM WORK
41. FLOORING ROOM WORK
42. WALL ROOM WORK
43. DOOR ROOM WORK
44. WINDOW ROOM WORK
45. STAIR ROOM WORK
46. ELEVATOR ROOM WORK
47. MECHANICAL ROOM WORK
48. ELECTRICAL ROOM WORK
49. PLUMBING ROOM WORK
50. PAINTING ROOM WORK
51. LANDSCAPING ROOM WORK
52. FINISHING ROOM WORK
53. INSULATION ROOM WORK
54. CEILING ROOM WORK
55. FLOORING ROOM WORK
56. WALL ROOM WORK
57. DOOR ROOM WORK
58. WINDOW ROOM WORK
59. STAIR ROOM WORK
60. ELEVATOR ROOM WORK
61. MECHANICAL ROOM WORK
62. ELECTRICAL ROOM WORK
63. PLUMBING ROOM WORK
64. PAINTING ROOM WORK
65. LANDSCAPING ROOM WORK
66. FINISHING ROOM WORK
67. INSULATION ROOM WORK
68. CEILING ROOM WORK
69. FLOORING ROOM WORK
70. WALL ROOM WORK
71. DOOR ROOM WORK
72. WINDOW ROOM WORK
73. STAIR ROOM WORK
74. ELEVATOR ROOM WORK
75. MECHANICAL ROOM WORK
76. ELECTRICAL ROOM WORK
77. PLUMBING ROOM WORK
78. PAINTING ROOM WORK
79. LANDSCAPING ROOM WORK
80. FINISHING ROOM WORK
81. INSULATION ROOM WORK
82. CEILING ROOM WORK
83. FLOORING ROOM WORK
84. WALL ROOM WORK
85. DOOR ROOM WORK
86. WINDOW ROOM WORK
87. STAIR ROOM WORK
88. ELEVATOR ROOM WORK
89. MECHANICAL ROOM WORK
90. ELECTRICAL ROOM WORK
91. PLUMBING ROOM WORK
92. PAINTING ROOM WORK
93. LANDSCAPING ROOM WORK
94. FINISHING ROOM WORK
95. INSULATION ROOM WORK
96. CEILING ROOM WORK
97. FLOORING ROOM WORK
98. WALL ROOM WORK
99. DOOR ROOM WORK
100. WINDOW ROOM WORK

PROJECT NAME: RENOVATING TO COUNTRY CLUB
 3100 WILSON STREET
 ATLANTA, GA 30310
 (404) 588-4800
 dmb@dmab.com

DATE: 4/30/18
 SHEET NO.: 44

PROJECT TITLE: FLOOR PLAN



From: Greg Cotton <greg@taylorsmill.community> on behalf of Greg Cotton
<greg@taylorsmill.community>
To: Margaret Ashleigh Black
CC: caleb@taylorsmill.community; lawbla@southernbleachery.com
Sent: 5/18/2018 4:23:29 PM
Subject: Re: SB Updated Plans

Thanks Ashleigh. That's prefect.

Greg Cotton
Co-Owner Taylors Mill
Greg@taylorsmill.community
864-444-7000

On May 18, 2018, at 4:21 PM, Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:

Hi Greg - no problem. resending below. It's a PDF so should be expandable. Let me know if you have any trouble.

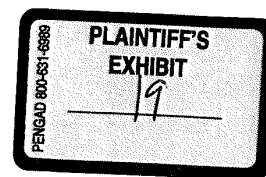
Caleb - We are in agreement on the piping. All new plumbing will go into our drain lines.

Thanks to you both and look forward to any additional questions/feedback next week.

Best,
Ashleigh

Sent from my iPhone

<Backspace.pdf>



From: Caleb Lewis <caleb@taylorsmill.community>
To: Margaret Ashleigh Black <ablack@southernbleachery.com>
CC: Greg Cotton <greg@taylorsmill.community>; Lawrence Black <lawbla@southernbleachery.com>
Sent: 5/21/2018 1:50:04 PM
Subject: Re: SB Phase II Construction Update / Review

Ashleigh/Lawrence,

We looked over the plans, and the only interior question we have is in regards to both elevator shafts. What is the plan for each?

Regarding the additional exterior door, landscape and changes to the outside of the space, this will require an addendum to the current SB lease, as this is not currently listed as leased space. Let me know when ya'll would like to discuss this further.

Thanks,

Caleb

On Thu, May 17, 2018 at 11:45 AM, Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:
Thanks Caleb, I do just want to make sure we are all on the same page. The attachment with notes that came through with your email is the original design that was previously approved in October of 2015. The revisions to those plans are the other attachment I sent that moved the second entrance to the other side of the building. There are no changes to the parking spots and there is no back area planned out the side door that our businesses share.

Best
Ashleigh

Sent from my iPhone

On May 17, 2018, at 11:28 AM, Caleb Lewis <caleb@taylorsmill.community> wrote:

Ashleigh/Lawrence,

Thanks for sending this over. The interior looks nice. We would like to make sure none of the current utilities, plumbing along the ceiling mainly, are altered without our permission. There are a few red flags on the exterior plans. We will contact our architect and engineer to see if they share our concerns or if they are of no concern. I will be out of the office the rest of the week, so I will be slow to respond to anything until Monday. Please find the attachment with some notes

Thanks,

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

On Wed, May 16, 2018 at 12:24 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:
Hi Caleb and Greg,

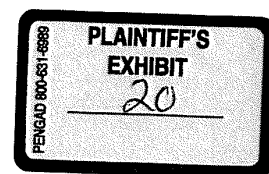
We are ready to submit our revisions to the county for Phase II of construction. I'm attaching the original plans TMD approved in October of 2015 as well as the updated ones for your review. The changes are mostly cosmetic -- flipping the sides of the room/relocating storage and dressing/sitting area/bathrooms based on use, minimizing the kitchen to a prep area, and then we have added an additional entrance for caterers and flips. Please let me know if you have any questions or would like to discuss.

Best,
Ashleigh

--
Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **

--
Caleb Lewis
Majority Owner
caleb@taylorsmillcommunity
www.taylorsmillcommunity
864-991-5002



From: Caleb <caleb@taylorsmill.community>
To: Ashleigh Black <ablack@southernbleachery.com>
CC: Greg Cotton <greg@taylorsmill.community>; Lawrence Black
<lawbla@southernbleachery.com>; Alex Reynolds <alex@taylorsmill.community>; Taylors Mill
<info@taylorsmill.community>
Sent: 7/2/2018 8:07:28 PM
Subject: Re: Lease Issue / Common Use Objections

That works.

Sent from my iPhone

On Jul 2, 2018, at 5:46 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:

Thanks - would 11am work?
best
ashleigh

On Mon, Jul 2, 2018 at 4:14 PM, Caleb Lewis <caleb@taylorsmill.community> wrote:
Thanks getting back to me.

This week is going to be tough to meet, so why don't we meet next Tuesday morning in the TMD conference room. Please let me know if this works, and we'll put it on the calendar.

Thanks,

Caleb

On Mon, Jul 2, 2018 at 4:07 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:

Thanks Caleb -- We look forward to working with you on finding an agreeable clarification of our lease that will allow you to craft an events and common area usage policy that is fair and clear to all of the tenants in your development. Please let me know when we can discuss. The sooner the better as the first contested event is at the end of the month; and this will impact our construction plans for the back

Best,
Ashleigh

On Thu, Jun 28, 2018 at 3:30 PM, Caleb Lewis <caleb@taylorsmill.community> wrote:
Ashleigh:

Thank you for your e-mail below. Although it appears that we certainly have disagreements and challenges to overcome, we intend to continue reasonable dialogue to resolve the concerns of all interested parties. The Taylors Mill strives to create a sense of community that we hope you, Lawrence, and The Southern Bleachery will be on board with in creating a harmonious development going forward.

We believe there is a need to revisit the exclusive use provision of your lease to more precisely define the exclusive uses, as the current provision is too ambiguous and broad to define the scope of "event space." We are also open to revisiting the policies and procedures for common area usage with input from all stakeholders.

Sincerely,

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

On Tue, Jun 12, 2018 at 11:40 AM, Ashleigh Black <ablack@southernbleachery.com> wrote:
Hi Caleb and Greg,

I am pulling together a list of things that we would like to discuss with you as our landlord and business partner at Taylors Mill Events/Southern Bleachery. We are trying to flag priority items, address things that have been on the back burner, create a pathway to talk through lessons learned, and plan for the future. I should have it ready to share later this week.

In the interim there is one urgent issue as it involves what we believe is a violation of the terms of our lease.

13 Stripes has now hosted several events in direct competition with the Bleachery as the exclusive venue at TMD. We have no problem with the events organized internally by 13 Stripes that promote their business and increase traffic to the Brewery such as trivia night, cigar night, yoga and beer, food truck pairings, and live music. They do a fabulous job of marketing and promoting themselves and we all benefit from having them here.

We have tried to accommodate the three larger annual events that are organized by them and are related to their business of brewing beer. (St. Patrick's day, their anniversary, and Oktoberfest)

We have found these events to negatively impact our business. It is difficult to get a sense of their plans in advance, rent the space on those dates, and when we do, it comes with greater demands on our staff to manage client anxiety as well as logistical issues as we are then tasked with coordinating with 13 Stripes.

Nevertheless, we have accommodated them over the last year.

But we have a serious problem and cannot make any accommodations with the recent efforts by 13 Stripes to present their business and the mill parking lot as a venue and place where outside parties can hold events. Examples include: The FC Launch Party, the Next High School benefit concert, Hymns and Hops, and the GCBW Street Party. These are not small informal gatherings, but large scale events held at 13 Stripes and coordinated between them and outside parties who then promote 13 Stripes and Taylors Mill as the place where the event is being held.

Each one of these events and the corresponding social media and related advertising creates the perception that 13 Stripes and the parking lot is a place at Taylors Mill where events can be organized. It creates confusion among our current and prospective customers. Just because 13 Stripes does not charge a venue fee, or shut down, does not mean they are not acting as a venue.

We are not just a place that holds weddings. By next year, a significant share of our revenue will come from other events. We are not limited to a single revenue model or venue pricing scheme. We have held events that generate revenue through sales unrelated to a venue fee.

Our business is also undermined when events are not managed properly. Negative experiences and

poorly executed and planned events put the reputation of Taylors Mill, and our business, at risk. They also create additional liability issues for both of us as seen at the next high school event when guests at the Bleachery had to navigate through crowds of kids sitting in the roadway and staff had to be reassigned to corral teenagers from drainage pipes, roof tops, ladders, and the rear alley underpass that leads to our back door.

13 stripes has indicated that their lease does not preclude them from hosting such events and that they plan to add additional ones.

To that end, yesterday we received the request by 13 Stripes via Taylors Mill to host several Hymns and Hops events. These represent an obvious conflict with our business. 13 Stripes is presenting their space and the parking lot as an alternative venue to Southern Bleachery. Hymns and Hops was under the impression that we were not able to serve beer. 13 Stripes maintained that Hymns and Hops only holds events at breweries. None of this is accurate and shows active marketing to potential clients while directly undermining our business model with them. On Sunday, Hymns and Hops held a simultaneous event at Revel, a competing venue downtown.

We are requesting that you recognize that this is a violation of our lease and take appropriate action.

Our investment in the property and business is based on the terms of our lease. It is critical to our business model, reputation, and ongoing investment. We believe a single venue is also important for you as the property owner. Our partnership and our exclusivity ensures that our interests are aligned with yours. We all benefit from the operational expertise and a clear chain of responsibility for risk management.

Regarding hymns ad hops, we are requesting that the events proposed be denied based on our lease. More broadly, we are requesting that 13 Stripes be apprised of previous violations and the rationale for why they are violations.

In the future, we would like the Common Space usage policy to be revised so that TMD as lessor can articulate what types of events are possible to tenants and deny those that do not qualify at an administrative level. Placing that on us is outside our role as a leasee, unduly burdensome and creates ill will and tension among tenants. We are happy to work with you to help articulate these terms so there is a clear policy for all parties if that is useful.

We do remain very interested in discussing collaborations with 13 Stripes and other tenants when it involves hosting large-scale events with outside parties. We also believe that everyone will benefit from greater clarity around events as it will allow all tenants to focus on their business model and find positive and profitable ways for the entire community to collaborate and grow together.

We're happy to further discuss in person and appreciate your time on this.

Best,
Ashleigh and Lawrence

--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during

regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**

--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**

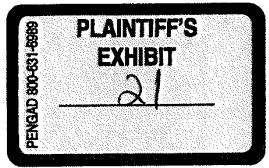
--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**



From: Margaret Ashleigh Black <ablack@southernbleachery.com>
To: Caleb <caleb@taylorsmill.community>
CC: Lawrence Black <lawbla@southernbleachery.com>
Sent: 7/11/2018 9:41:06 AM
Subject: Re: Meeting Recap 10 July 2018

Thanks Caleb - we feel the same.
Best
Ashleigh

Sent from my iPhone

On Jul 11, 2018, at 7:52 AM, Caleb <caleb@taylorsmill.community> wrote:

Lawrence/Ashleigh,

It was nice meeting with both of you yesterday and catching up. I'm glad we got all the information on the table. I feel we will get a lot accomplished from that meeting.

I know we won't always agree, but I appreciate the difference in opinions. I know you two have creative ideas that will benefit the mill. I promise to keep an open mind as we work through everything.

I spoke with Alex yesterday, and he is on board with drafting up the items we suggested. We will get back to you ASAP with those items.

Thanks,

Caleb

Sent from my iPhone

On Jul 10, 2018, at 2:39 PM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence & Ashleigh Black, Caleb Lewis, and Kari Walker attended the meeting 10 July 2018.

Action Items:

Ashleigh will send plans and scope of work details for Phase 2, the new back door and pathway, and the plan for using or closing off the elevator shafts to Caleb.

Caleb will speak to the attorney about drafting the construction addendum for leasing the door and pathway, drafting the scope of work agreement separate from the addendum about the work to be done and who is responsible for those costs, and drafting a possible clarification to the events exclusivity clause.

Alex will work with both parties to clarify and expand the events policies and guidelines for events at Taylors Mill.

Topics of discussion included:

Events Policy

Ashleigh expressed a desire for further guidance and clearer written policies for events that occur at the Taylors Mill. Southern Bleachery has made investments based on the business model of being the exclusive event space for hire at Taylors Mill.

The value of protecting the event experience and reputation at Taylors Mill was discussed. Badly managed events of any kind negatively affect the reputation of the Taylors Mill and extend that reputation to Southern

Bleachery's events here. Listed items of discussion included the Next High School event where children were not properly contained within the approved footprint, sloppily constructed parking lot barricades at past events, roadway and traffic control problems such as when Carolina Recycling trucks were blocked by guests' vehicles, and the question of whose staff is in charge of remedying problems as they arise.

Ashleigh would prefer that lot closures be reduced or eliminated entirely. The nature of the changes that have occurred over the years was noted, as was the fact that the uncertainty of the future creates challenges for all of us as planners. Caleb noted that Southern Bleachery uses the parking lot for sparkler send-offs and that patrons of events leave broken glass in the lot. Ashleigh noted that Southern Bleachery's staff bears responsibility for cleaning up broken glass and spent sparklers or directing traffic, and that it is important for the tenant holding any event to properly allow for staff to manage these things. It was noted that better communication of timetables was needed for events. Joint events such as Second Fridays and the proliferation of questions & potential problems they create was discussed.

It was agreed that a more detailed policy is needed. We decided that Alex Reynolds, in conjunction with all parties, would help to clarify the policies and create procedures for handling these concerns.

Construction Clause

Section 28 of the lease says that construction specifications must be put in a separate agreement with written approval. We decided that this is a 2 part requirement:

- 1) An addendum needs to be added to the lease specifying Southern Bleachery's use of the back door and pathway. Caleb will speak to the attorney about drafting this language for review.
- 2) A separate "scope of work" agreement needs to be made detailing the work to be done (a new door installed, pathway created, fire alarm extended) and who is responsible for the cost of that work. Ashleigh will forward the details and plans of the work to be done so that this agreement can be drawn up with expediency.

Exclusive Use Clause Clarity

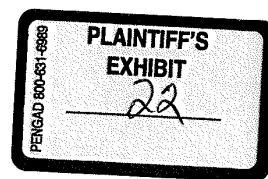
The exclusive use clause in the lease is very broad. Caleb will ask the attorney to draft up some language as an addendum to clarify this clause, to be reviewed by all parties. Current understanding by all parties is that the clause should prevent outside parties seeking to host an event in Taylors Mill environs from contracting with a tenant aside from Southern Bleachery.

Specifically, that the language is set out to avoid anything along the lines of "Michelin's TICAR Division Party at the Farehouse" while "Farehouse's Wine Tasting Dinner" is an acceptable promotion of the Farehouse's business.

We agreed that even with clarification there is a lot of room for "gray areas" in anything written. Caleb noted that some approval or disapproval may be required by Southern Bleachery on these unforeseen gray areas. Ashleigh expressed concern about giving or withholding approval because that would make Southern Bleachery appear as the bad guy. No consensus could be reached on what exactly would be the best way to proceed. It was agreed that we would at least have this language drawn up for later review.

--

Kari Walker
Taylors Mill Development



From: Margaret Ashleigh Black <ablack@southernbleachery.com>
To: alex@taylorsmill.community <alex@taylorsmill.community>
Sent: 7/13/2018 12:26:17 PM
Subject: Fwd: Southern Bleachery Permit Set
Attachments: Southern Bleachery 1st Permit Set 5-4-18.pdf

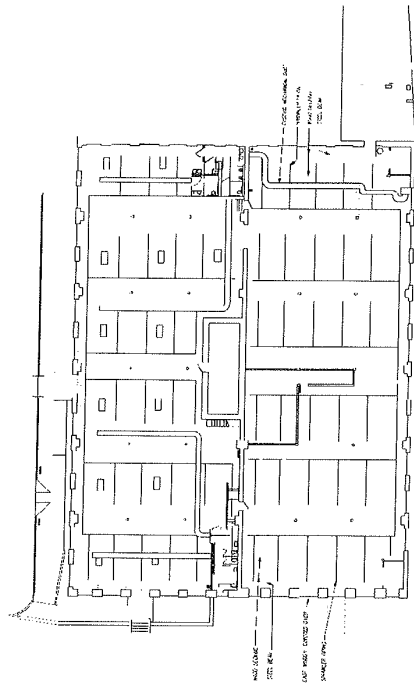
Hi Alex,

Please find attached the permit set sent to the County and let me know if you need anything else. There is nothing planned for the stairwells.

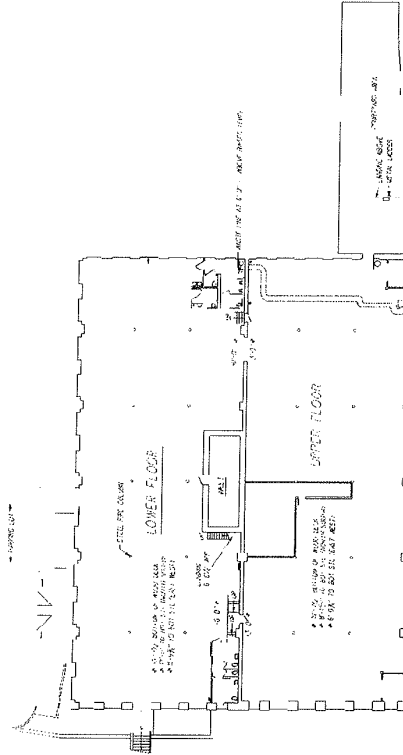
Best,
Ashleigh

DAVID MATTER JUTER
ARCHITECT

721 BEECHER ST
ATLANTA GA 30306
404 526-0800
www.davidmatterjuter.com
C228 2101 2112 1 145501-75 AC



Ⓒ RCP
EXISTING CONDITIONS 1/16"



Ⓒ FLOOR PLAN
EXISTING CONDITIONS 1/16"

RENOVATIONS TO
SOUTHERN BEECHERY
259 MILL STREET
ATLANTA GA 30303
PROJECT NAME
DATE 4/10/18

PROJECT NO. 2101
SHEET NO. A2

DAVID MATTER JUTER
ARCHITECT
404 526-0800
www.davidmatterjuter.com

CODE SUMMARY

1. OCCUPANCY TYPE & BUILDING CODE ANALYSIS		REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING:	
2. ILCG OF AREA TYPE OF CONSTRUCTION		CONSTRUCTION TYPE: IBC II (C) CONSTRUCTION TYPE: IBC II (C) CONSTRUCTION TYPE: IBC II (C)	
3. NOTIFICATION & EXTINGUISHMENT		REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING:	
4. EGRESS		REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING:	
5. FIRE RESISTIVE CONSTRUCTION		REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING: REQUIREMENTS TO BE MET BY THE BUILDING:	
6. MINIMUM NO. OF PLUMBING STANDARDS		PROPOSED POSTED OCCUPANT LOAD: 600	
7. MINIMUM NO. OF PLUMBING STANDARDS		PROPOSED POSTED OCCUPANT LOAD: 600	

DAVID VAI-ER 3UT-ER
ASG-11EC
72 BEECHER ST
ATLANTA, GA 30303
404-588-0850
dvaier@vaier-engineers.com

4328 FAYO DRIVE S.E. 40500-75, AC

NFPA 10

CLASS	RATING	TYPE	USE
1A	1A	1A	1A
2A	2A	2A	2A
3A	3A	3A	3A
4A	4A	4A	4A
5A	5A	5A	5A
6A	6A	6A	6A
7A	7A	7A	7A
8A	8A	8A	8A
9A	9A	9A	9A
10A	10A	10A	10A

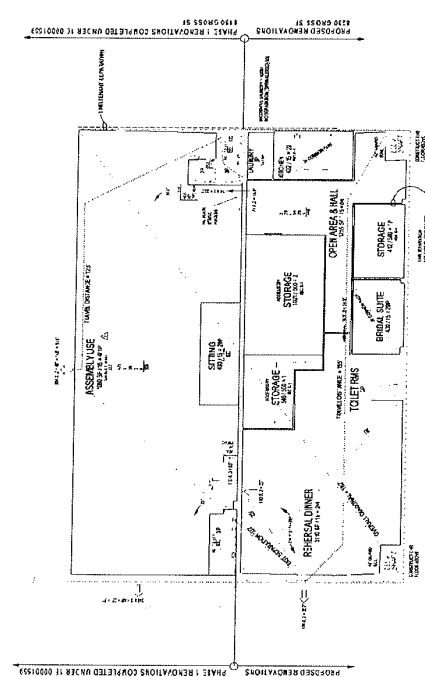
2.1 CLASS 1 AND 2 (FIRE RESISTIVE RATING)

2.2 CLASS 3 AND 4 (FIRE RESISTIVE RATING)

2.3 CLASS 5 AND 6 (FIRE RESISTIVE RATING)

2.4 CLASS 7 AND 8 (FIRE RESISTIVE RATING)

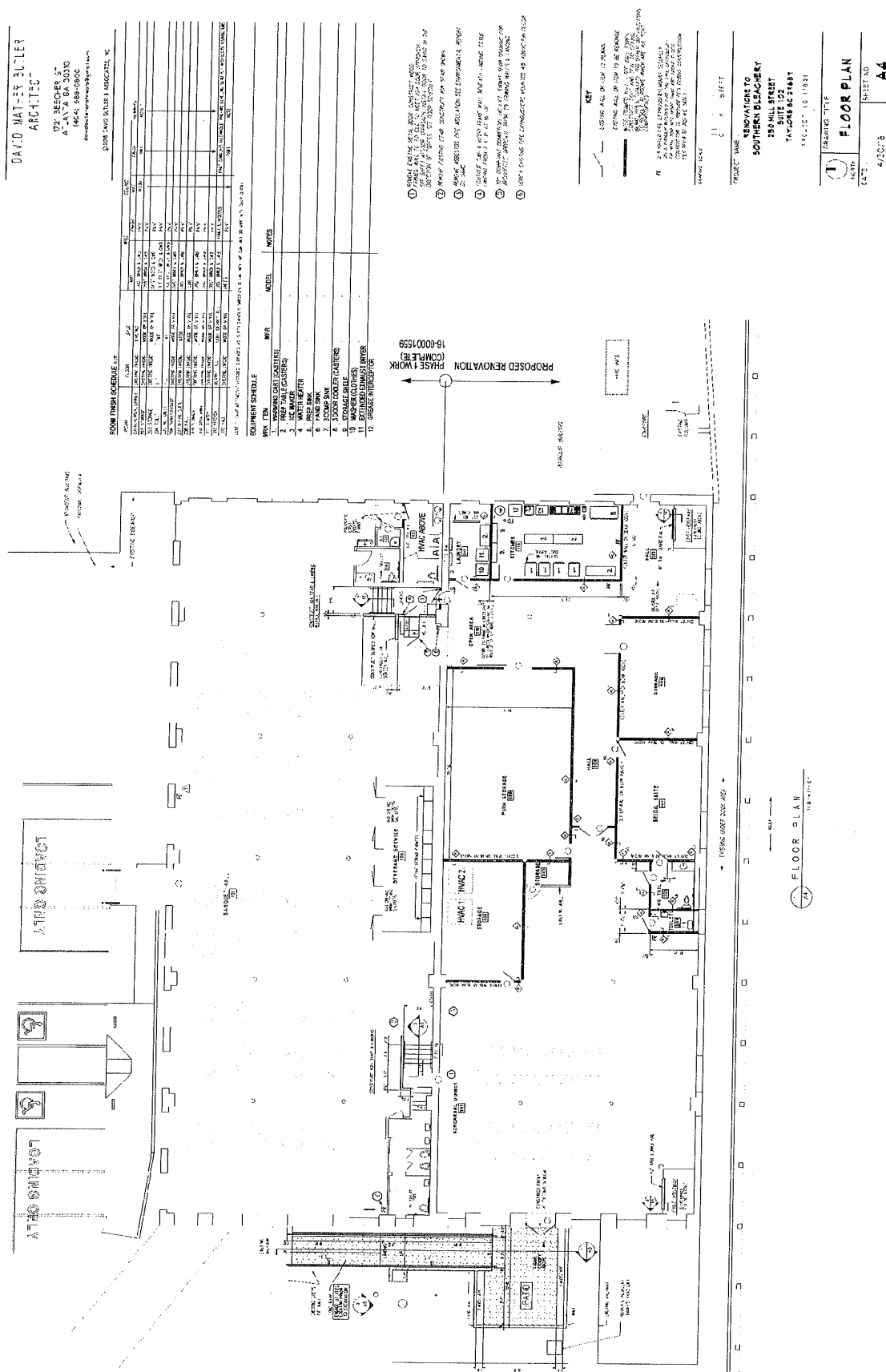
2.5 CLASS 9 AND 10 (FIRE RESISTIVE RATING)



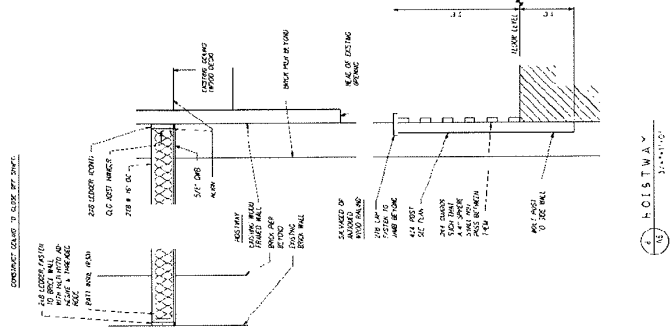
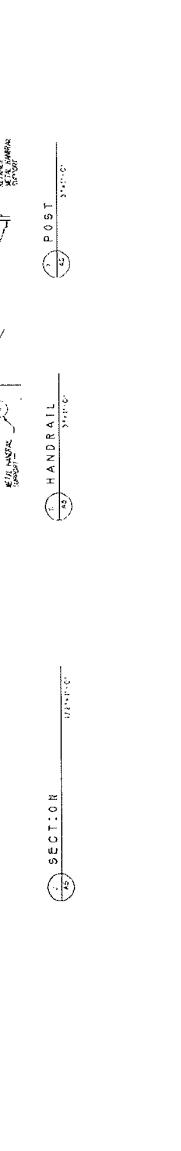
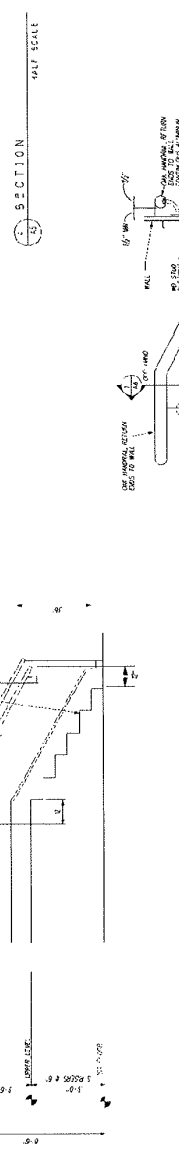
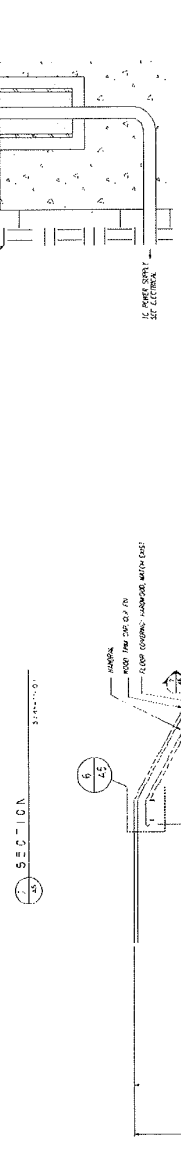
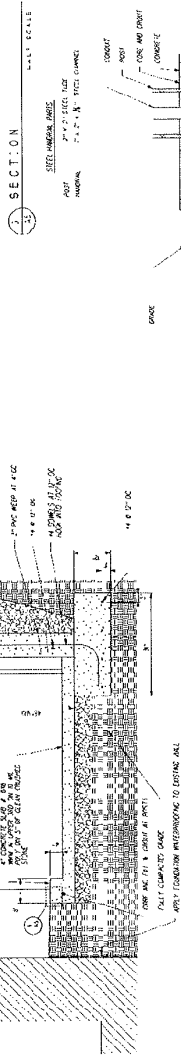
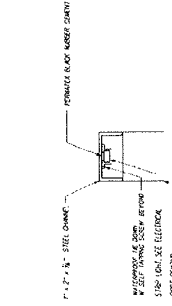
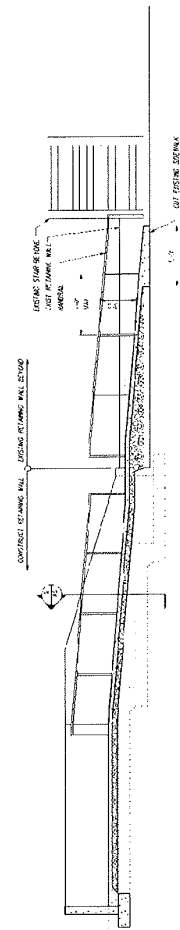
RENOVATIONS TO
SOUTHERN BLEACHERY
289 WALL STREET
TAYLORS BLVD 31887
844-122-1100

PROJECT NAME:
RENOVATIONS TO
SOUTHERN BLEACHERY
289 WALL STREET
TAYLORS BLVD 31887
844-122-1100

PROPOSED POSTED OCCUPANT LOADS TO MEET PLUMBING FUTURE REQ. 500
OCCUPANT LOADS BY PEOPLE
OCCUPANT LOADS BY PEOPLE
OCCUPANT LOADS BY PEOPLE

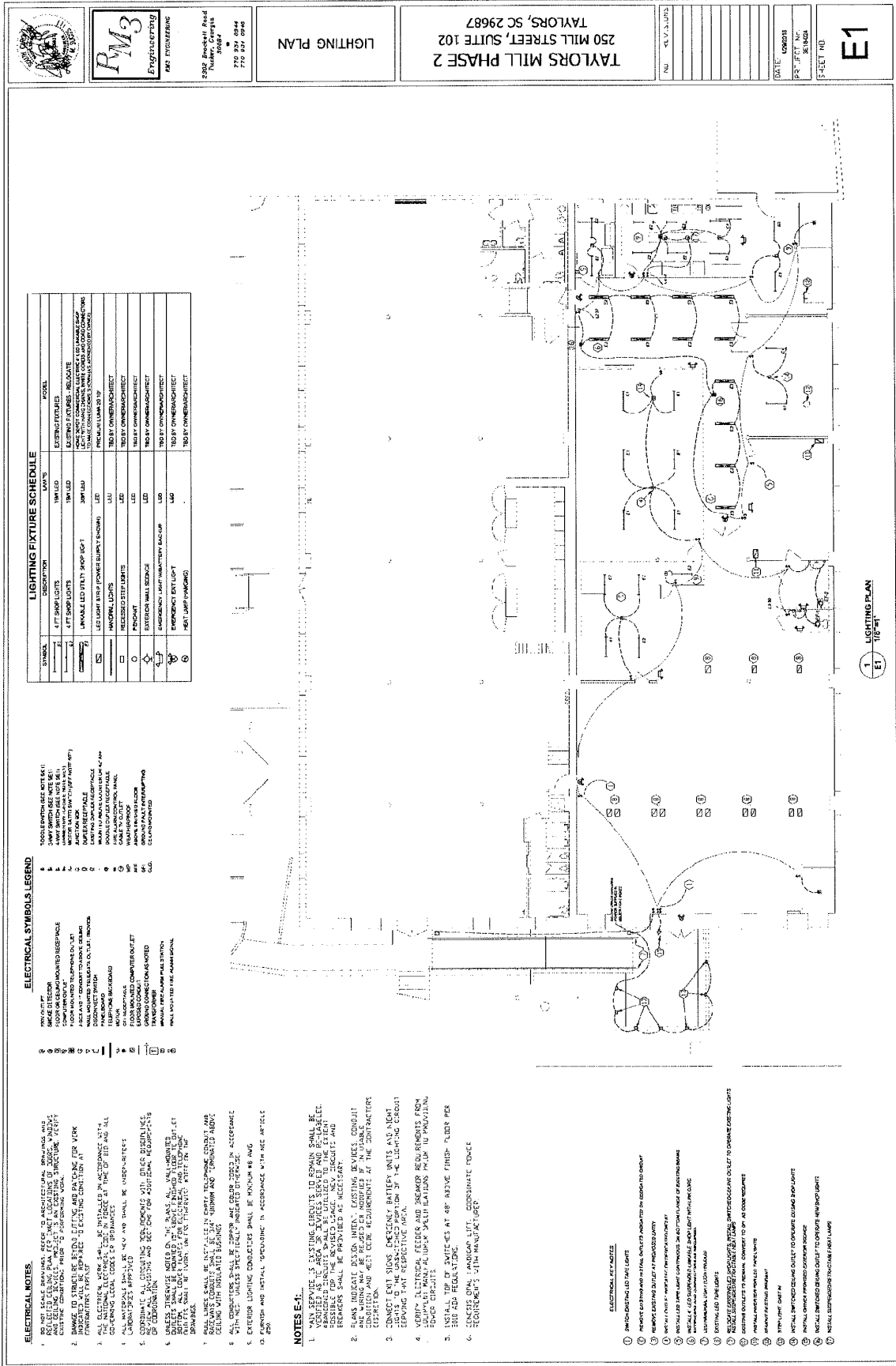


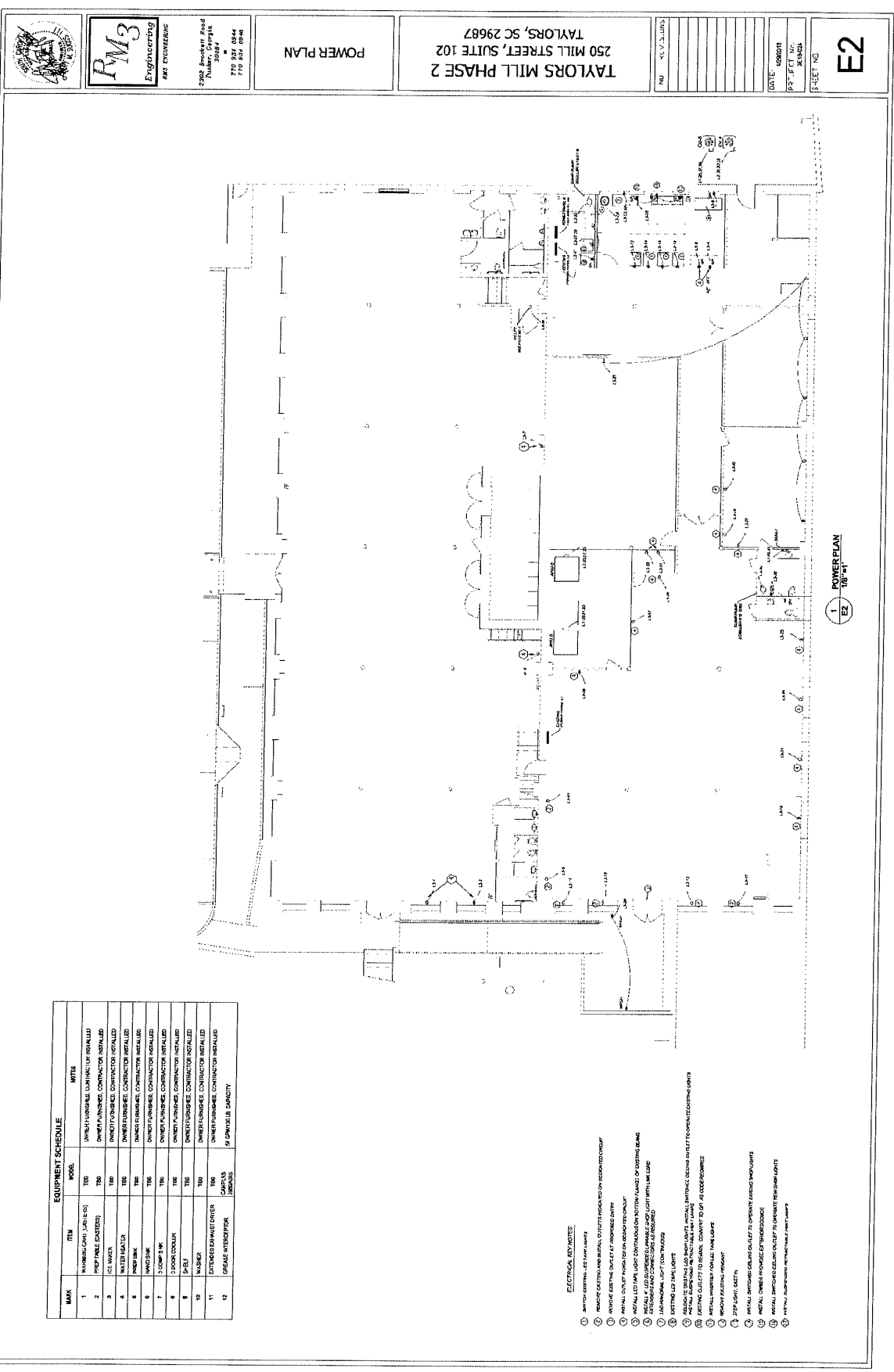
DAVID MATTHEW BULLER
 ARCHITECT
 175 WILSON ST
 AUSTIN, TEXAS 78701
 (512) 476-1111
 www.davidmatthewbuller.com



PROJECT NAME
 RENOVATIONS TO
 SOUTHERN BEECHERY
 250 MILL STREET
 SUITE 102
 TAYLORS BLVD
 AUSTIN, TEXAS 78701
 112-112-112-112

SECTION NO.
 A5





ITEM	MODEL	NOTES
1. HANGING CABINETS (SINKS)	100	100% DEMAND FACTOR
2. PREP LINE COUNTERS	100	100% DEMAND FACTOR
3. SINKS	100	100% DEMAND FACTOR
4. SINKS	100	100% DEMAND FACTOR
5. SINKS	100	100% DEMAND FACTOR
6. SINKS	100	100% DEMAND FACTOR
7. SINKS	100	100% DEMAND FACTOR
8. SINKS	100	100% DEMAND FACTOR
9. SINKS	100	100% DEMAND FACTOR
10. SINKS	100	100% DEMAND FACTOR
11. SINKS	100	100% DEMAND FACTOR
12. SINKS	100	100% DEMAND FACTOR

- ELECTRICAL NOTES**
1. 120/208V, 3-PHASE, 4-WIRE SYSTEM WITH 100% DEMAND FACTOR
 2. 100% DEMAND FACTOR
 3. 100% DEMAND FACTOR
 4. 100% DEMAND FACTOR
 5. 100% DEMAND FACTOR
 6. 100% DEMAND FACTOR
 7. 100% DEMAND FACTOR
 8. 100% DEMAND FACTOR
 9. 100% DEMAND FACTOR
 10. 100% DEMAND FACTOR
 11. 100% DEMAND FACTOR
 12. 100% DEMAND FACTOR



PM3
Engineering
and Construction, LLC

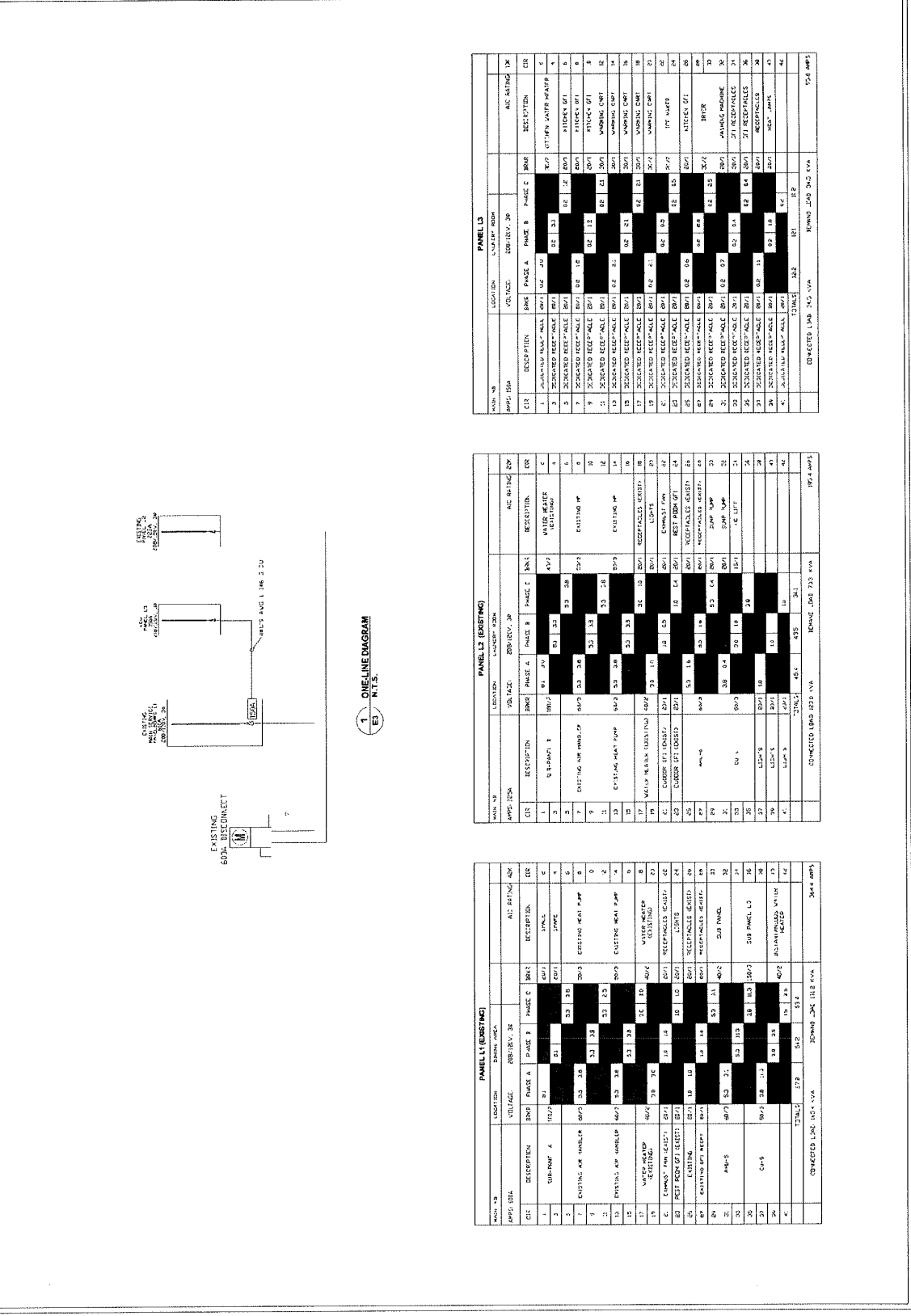
2808 Perimeter Road
Atlanta, Georgia
30328
770.857.8844
770.857.8846

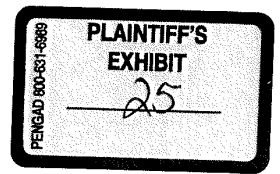
ELECTRICAL DETAILS

TAYLORS MILL PHASE 2
250 MILL STREET, SUITE 102
TAYLORS, SC 29687

NO.	REV.	DATE
1	1	01/11/2011

E3
SHEET NO.





Message

From: Caleb [caleb@taylorsmill.community]
on behalf of Caleb <caleb@taylorsmill.community> [caleb@taylorsmill.community]
Sent: 7/19/2018 4:47:12 PM
To: thekenworth@gmail.com; aaron@13stripesbrewery.com; michael@13stripesbrewery.com
Subject: Follow up

All,

I am on family vacation this week and will be available next week.

As an update on the current situation, myself, Kari, Lawrence, and Ashleigh met last week to talk about lots of things, one of which was the exclusivity clause and how events will progress at the Taylors Mill. We had a productive conversation, after which I asked Alex to start working with Ashleigh to figure out the finer points of how we need to update their lease and change the current Common Space Usage Policy.

They have agreed to amend their lease and exclusivity clause in a way that will let us have more control. I realize you all have a Hymns and Hops event booked at the end of July, but right now we feel it is in the best long term interest of everyone to let this process play out and not rush it. We trust our attorneys negotiating and believe you will have Hymns & Hops for the future, if we work through everything systematically. We have some leverage here, and we need to use what we have to ensure this gets worked out right. They are also in a rush to get this completed, as they have a large event early fall that will require Taylors Mill's approval for a Phase 2 buildout.

I've spent many hours with our attorneys on this, and I feel rushing this will diminish all I've personally worked towards. I've always had your back and I need you to trust that I am doing what is in the best interest of the Taylors Mill community, which will greatly help 13 Stripes, The Farehouse and all new Retail moving forward. Alex is working on this and I have been staying in close communication with him throughout this process. Please continue to direct all questions to me.

Thanks,

Caleb



From: Caleb Lewis <caleb@taylorsmill.community>
To: Margaret Ashleigh Black <ablack@southernbleachery.com>; Lawrence Black <lawbla@southernbleachery.com>
Sent: 8/28/2018 8:12:36 AM
Subject: Exclusive Use & Policy
Attachments: Exclusivity Clause + Policy.pdf; SOUTHERN_BLEACHERY_Amendment_to_Lease_Agreement (3).DOCX

Ashleigh & Lawrence,

Attached are the Exclusivity Clause & Policies Ashleigh and Alex worked on, as well as an Amendment to the Southern Bleachery lease that ties everything together.

Thanks, and let me know if you have any questions.

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

TM-SB New Events Policy, Summer 2018

New SB Exclusivity Clause

Lessor represents, warrants, and covenants that from and after the effective date of this lease and for so long as the premises is operated as an event venue by Lessee, neither the Lessor nor any affiliate of the Lessor will lease any portion of that certain real property, with improvements thereon, commonly known as "Taylors Mill" (referred to herein as the "Project") to any other tenant or occupant to be used as an event venue, subject to the following exceptions. Lessor shall be permitted to lease portion(s) of the Project for such other events hosted by another tenant within the Project determined by a process to be agreed to by the Lessor and Lessee, and expounded upon in the Policies and Procedures of the Lessor.

For the purposes of this lease, "Event Venue" is defined as space in which an event could occur. The Lessor and any other affiliates or tenants of the Lessor will not hold themselves out as an event venue.

Community Events at the Mill

The Taylors Mill participates in and hosts several events/festivals throughout the year. They include First Fridays, Greenville Open Studios, Second Fridays, and seasonal festivals and activities. Dates are listed on the community calendar in the Taylors Mill Tenant Portal. All tenants are encouraged to take full advantage of these opportunities and organize marketing activities, events that exceed their rented space, and other happenings during these events.

Taylors Mill Events Policy – Adopted August 2018

The Taylors Mill has an agreement with Southern Bleachery/Taylors Mill Events as the premiere event venue at the Mill. There are many events you can still host in your leased space. The policy and procedure below is designed to help tenants determine which events are permitted and who to contact if there are any questions.

Definitions

- **You are a host** if you play a leading or majority role in the organization/business executing the event.
- **You are a co-host** if you play an active and semi-equal role in the organization/business executing the event.

Can I host an event?

Please answer the following questions about your event to determine if it is permitted.

- **Always Allowed at your leisure**
 - Small or informal gathering-events within a tenant's leased space that don't have a major impact on the flow of traffic at the Taylors Mill that are generally self-promoted.
 - Reservations during standard business hours in restaurant-type businesses.
- **Green Light: If all these are true, you are good to go, but please let us know what's happening so it can be added to the calendar.**
 - You are the host of the event.

- This is the only location where this event takes place.
 - This event will not disrupt the general flow of traffic at the Mill.
 - If applicable, you are the sole financial beneficiary of the event (you may charge a cover charge or ticket price to enter, but there is no cost split or share with an external entity).
 - If it is not a personal event, the content of the event is clearly in line with your business.
 - This event is completely held within your leased space.
- **Yellow Light:** We need to talk about this if any of these are true.
 - Informal events within a tenant's leased space that may impact the flow of traffic.
 - You are the co-host of an event and your role as a co-host is not simply to provide a venue.
 - There is a profit-sharing arrangement in place for this event with an external party.
 - If it is not a personal event, the content of the event is not clearly in line with your business.
 - This event needs to use a space outside of your leased space.
 - For businesses open to the public, you close to the public for this event or the event is scheduled outside of your normal business hours.
- **Red Light:** If any of these are true, this event is not allowed or must be referred to Southern Bleachery/Taylor's Mill Events.
 - You are not the host or co-host of the event (the event is utilizing your space).
 - The event or event series began or operates as an event happening in different/multiple locations.
 - There is a fee for the use of your space for an event through a space charge, ticket sales, or food and beverage split (you are being compensated/generating revenue for the use of your space).
 - If it is not a personal event, the content of the event is clearly not in-line with your business (the event is not furthering your business).

Yellow Light Event Process

For events that fall into a yellow light area as outlined in the event litmus test, Taylor's Mill and Southern Bleachery staffs will work together to determine if a type of event is allowed or not allowed. Some events may be allowed on a case by case basis, or other broad exceptions may be added to the policy as required.

1. Tenant submits event information via form on the Taylor's Mill Tenant Portal to SB and TM. As part of the submittal process, the tenant must make a case for why they are not acting as a venue for this event and how the event furthers their core business.
2. Taylor's Mill and Southern Bleachery staff review submitted events once per month at a standing meeting time. During the meeting, Taylor's Mill and Southern Bleachery staff review event details, other scheduled events, and determine if the event details submitted allow or disallow a particular event or an event type and can make changes to the Green/Yellow/Red light criteria as needed.
3. Taylor's Mill staff inform tenant of submitted event if an event is allowed and if common space usage is approved or denied for the event (if applicable).

Procedures for yellow-category approved events.

1. **Liability Coverage:** You will need an event liability policy to cover yourself, TMD, and all other relevant parties for your event. Please submit a valid certificate of insurance showing \$1 million in liability coverage naming the relevant parties as additional insureds of at least 1 week before your approved event.

2. **Layout:** Please provide a proposed detailed layout when you submit the event for review. Please show how emergency response vehicles could access entrances of the structure during your event.
3. **Parking:** Please consult with TMD staff to develop an appropriate parking plan (attendants, locations, signage) before submitting your event, if needed.
4. **Security/Crowd Control:** If your proposed event will alter the general flow of traffic and people at the Taylors Mill, provide a crowd control/security plan.
5. **Rain/bad weather:** How will decisions on weather to postpone or cancel the event be made in the event of bad weather?
6. **Point of Contact:** Who is the main point of contact for this event who will be at the event?

Current Common Space Usage Policy

APPROVAL PROCEDURE

Definitions

"Common Areas" are defined as areas available for use by tenants, including parking areas and spaces, excluding such areas which are for the exclusive use of other tenant(s) or the Taylors Mill Staff.

"Taylors Mill Staff" includes Caleb Lewis, Greg Cotton, Alex Reynolds, and Kari Walker.

If a tenant desires to use any Common Areas (including, parking facilities on the property of the Taylors Mill) in connection with an event or other gathering of people, or for use by an outside vendor (including without limitation food trucks), the tenant must obtain prior written permission by a member of the Taylors Mill Staff.

Any use of Common Areas that, in the Taylors Mill's sole discretion, (1) may substantially disrupt the business of another tenant or (2) would otherwise not be considered quiet enjoyment of a space must be approved in writing at least 90 days in advance by a member of the Taylors Mill Staff.

In order to obtain approval for a Requested Common Areas Use, a tenant must fully complete and submit the "Extra-space Event Form" available at the bottom of this page.

If, in the Taylors Mill's sole discretion, a requested Common Areas Use may substantially disrupt the business of another tenant, licensee, or of the Mill itself or would otherwise not be considered quiet enjoyment of a space, the Taylors Mill staff will email the completed Extra-Space Event form information to all tenants and licensees of the Taylors Mill for comment. Other tenants will have five (5) business days to comment on the Requested Common Areas Use.

After that timeframe, if the Taylors Mill decides, in their sole discretion, that the Requested Common Areas Use will be deleterious to the character of the Taylors Mill or has the potential to cause injury to Taylors Mill or another tenant, the Taylors Mill will either propose changes to the Requested Common Areas Use or decline to grant the tenant permission to use the Common Area requested.

If the Requested Common Areas Use is approved by the Taylors Mill (as originally proposed or as altered), the Requested Common Areas Use will be added to the "Events at the Taylors Mill Calendar" and will thereby become an approved event.

Regular meetings to discuss the Taylors Mill Calendar will be hosted by the Taylors Mill Staff. These meetings are intended to review specific details of upcoming Events. These meetings are essential, and all tenants that are requested to attend are encouraged to treat this as a high priority activity.

For the avoidance of doubt, the items outlined in this policy in no way oblige the Taylors Mill to approve a Requested Common Areas Use, nor does any lease grant a tenant any right to use the Common Areas for events or gatherings of people, or to allow outside vendors to use the Common Areas. Further, the Taylors Mill reserves the right to assess reasonable charges against a tenant in connection with an Event, to require a

tenant to obtain insurance covering the Event, and to require a tenant to enter into the an Event Lease Agreement with the Taylors Mill prior to the Event.

Event hosting tenants covenant to indemnify, protect, defend (with counsel reasonably acceptable to the Taylors Mill) and hold harmless the Taylors Mill and any person or persons in privity of estate with it from and against any and all claims and demands of third persons (including, but not limited to, those for death, for personal injuries, or for loss of or damage to property) occurring or arising, directly or indirectly, out of or in connection with an event or (without limiting the foregoing), as a result of any acts, omissions or negligence of a tenant, or any concessionaire, or their respective contractors, licensees, agents, servants, employees or other persons related in any way to an event, and from and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon.

CONSIDERATIONS FOR EVENTS

When an event plan is being developed for submitting, make sure the plan addresses the following items.

Event Layout: What will your event look like?

Emergency: What is your plan in case of a medical emergency or other hazard?

Access to Stairwell 24: In the event of an emergency, allowance should be made for easy vehicular access to Stairwell 24.

Parking: How will you direct people to appropriate parking spaces?

Rain/bad weather: How will decisions on whether to postpone or cancel the event be made in the event of bad weather?

Security/Crowd Control: How will you address any security concerns your event might raise of other tenants of the Taylors Mill?

Food: Are you serving food at this event? Will the food preparation be taking place on site? Where will the serving area be?

Point of Contact: Who is the Mill Staff's main point of contact for this event?

PRICES FOR COMMON USE SPACES

Public Events: \$250 per partial lot shutdown, \$450 per full lot shutdown.

Prices are assessed per day, regardless of the length of shutdown

Private Event: \$750 per day.

Prices are assessed per day, regardless of the length of shutdown.

Prices are subject to change without notice. Clean up costs may apply if not addressed by the lessee.

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into this ____ day of August, 2018, to be effective as of August 21, 2018 (the "Effective Date") by and between **Taylors Mill Development, LLC**, a South Carolina Limited Liability Company (formerly known as Taylors Mill Development, LLP) (the "Lessor"), and **Lawrence Black d/b/a Southern Bleachery**, an individual doing business as Southern Bleachery, (the "Lessee").

RECITALS

A. Lessor and Lessee previously entered into that certain Lease dated June 1, 2015 (the "Lease"), for certain commercial space containing approximately 16,000 square feet located at 250 Mill St., Suite 2-A, Taylors, SC 29687 (the "Premises"). Except as expressly stated herein, all capitalized terms not defined herein shall have the same meanings ascribed to them as are set forth in the Lease.

B. Lessee has requested a modification of certain terms of the Lease and the Policies and Procedures in place for that certain real property, with improvements thereon, commonly known as "Taylors Mill" or the "Taylors Mill Development" (which may also be referred to herein as the "Project"), and Lessor has requested modification of the same.

C. Lessor and Lessee desire to modify and amend the Lease in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreement as set forth in this Amendment, Lessor and Lessee agree as follows:

1. **Rules and Regulations.** There shall be added a paragraph 30 as follows:

The Rules and Regulations attached hereto as Exhibit A are incorporated herein by reference (collectively the "Rules and Regulations"). Lessee, its employees, agents and visitors shall observe and abide by the Rules and Regulations and by such other and further reasonable rules and regulations as Lessor may prescribe which, in its judgment, are necessary for the reputation, safety, care or cleanliness of the Project or the Premises, or the operations and maintenance thereof and the equipment therein, or for the comfort of Lessee and other tenants in the Project.

Lessor shall have the right to change or waive any of the Rules and Regulations, without prior notice to or approval of Lessee except that Lessor shall consult with Lessee and obtain Lessee's approval prior to modification of the Event Policy contained within the Rules and Regulations. Lessor will provide Lessee with a copy of such revisions or amendments to the Rules and Regulations promptly upon implementing any changes or waivers thereof, but Lessee's failure to receive written notice of changes or waivers shall not relieve Lessee of its obligation to adhere to any such changed Rules and Regulations. Lessor shall not be

responsible to Lessee for the nonobservance or violation of any Rules or Regulations by any other tenant(s) of the Project. All such Rules and Regulations are essential hereto, and without them, this Lease would not have been entered into by the Lessor. Any breach of any provision of these Rules and Regulations by the Lessee shall constitute a default hereunder.

2. **Special Event Exception.** There shall be added a paragraph 31 as follows:

Notwithstanding the foregoing Rules and Regulations, Lessee agrees and acknowledges that the right of that certain other tenant within the Project commonly known as "13 Stripes Brewery" to host the event commonly known as "Hymns and Hops," or any successor event that may supplant Hymns and Hops, shall continue unabridged.

3. **Leasehold Improvements.** Paragraph 28 shall be deleted and replaced in its entirety with the following:

Except for the initial improvements to the Premises, Lessee shall not make any additional alterations to the Premises without Lessor's prior written consent, which will not be unreasonably withheld, delayed or conditioned. If the Lessor gives its consent, the alterations shall be made in good and workmanlike manner in accordance with all applicable legal, regulatory and insurance requirements and in conformity with other existing or contemplated improvements to the Project. Lessor may in its discretion, post notices of non-responsibility to all contractors making improvements to the Premises. If any mechanic's lien is filed against the Premises or the Project as a result of any work of Lessee, Lessee shall discharge the lien within twenty (20) days of filing. If Lessee fails to so discharge the lien, Lessor may bond or pay the lien for the account of the Lessee without inquiring into the validity thereof. Any additions to or alterations of the Premises shall become a part of the realty and belong to the Lessor, at Lessor's option. Lessee shall retain title to all moveable furniture and trade fixtures placed in the Premises. All heating, lighting, plumbing, electrical and air conditioning installations made by Lessee shall be and become the property of the Lessor upon installation and shall not be deemed trade fixtures. Upon the expiration or sooner termination of this Lease, upon demand by Lessor, at Lessee's sole expense, Lessee shall remove any equipment, furniture, and non-fixture items, designated by Lessor to be removed, and Lessee shall immediately, at his/her/their/its sole expense, repair any damage to the Premises caused by such removal.

In compliance with the foregoing, Lessor hereby provides its written consent to Lessee to make the alterations to the Premises in suite PW2100 known as "phase 2" as outlined in construction documents titled "Renovations to 250 Mill St. #102, Greenville SC 29687" by David Mather Butler Architect provided by Lessee to Lessor on July 13, 2018, including the additions to exterior areas outlined therein.

4. **Reaffirmation of Prior Covenants.** Except as expressly modified or amended by this Amendment, the Lease remains in full force and effect and is hereby expressly ratified and confirmed in its entirety by the parties hereto.
5. **Counterparts; Binding Effect.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Amendment shall be binding upon and shall inure to the benefit of the Lessor and Lessee, their heirs, successors and assigns forever.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal
as of the day and year first above written.

WITNESSES:

LESSOR:

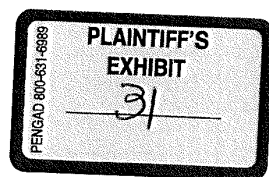
Taylors Mill Development, LLC

By: _____
Its: _____

LESSEE:

Lawrence Black d/b/a Southern Bleachery

Lawrence Black



From: Lawrence Black <lawbla@southernbleachery.com>
To: Caleb <caleb@taylorsmill.community>
CC: taylorsmillvillage@gmail.com <taylorsmillvillage@gmail.com>
BCC: ablack@southernbleachery.com
Sent: 11/28/2018 4:55:21 PM
Subject: Re: Exclusive Use & Policy

Caleb,

The consensus I got back on the parking/easement docs is that TMP is not in a position to grant a roadway easement for a roadway that does not exist.

The roadway exhibit references an old map and conditions that no longer exist.

The driveway that now exists is temporary. This can serve to accommodate TMD's FDP and County requirements on a short term basis. It is not built to be heavily trafficked however. It was an expensive accommodation and done only to protect our Southern Bleachery investment and related leasehold with TMD.

Our horizontal development will be ongoing for the next 18 months. Our current FDP has been revised based on the plan we discussed for new traffic patterns based on a revised PD utilizing the School Street exit.

What I can do at this time is grant you permission to use the existing roadway by way of a lease until the final roadway is completed. At that time we will be able to enter into a formal easement.

Likewise, it is too early for a formal shared parking arrangement since our development plan is still fluid and a parking survey will not be completed for some time.

These are the steps we need to take in order to have a formal easement in place.

1. TMP and TMD need to submit a PD revision for the School Street exit. This is something that Arbor can advise you on. Alternatively we can submit something together and split costs. I think Arbor is expensive.
2. If not already done, TMD needs to secure a lease with Norfolk Southern (NFS) and begin related civil engineering roadway improvements. I have completed most of the clearing and roadway improvements on my end. You have a much easier grade and less to clear. NFS is very bureaucratic, but fair. If you run into problems, we can help get it to the right people.
3. TMP and TMD enter into a lease/common maintenance agreement for the roadway that is on TMP and on NFS property leased and improved by TMP and also an easement over the roadway and related improvements.

I'm happy to talk and compare notes on all of this. If this looks right to you and your attorney, I can have a simple lease agreement prepared and sent to you for review.

As for the water issue, these are is a County and Greenville Water regulatory requirements unrelated to our construction. We did complete a temporary work around and delayed cutting the the current water line to give you more time. The delay is costing me money however, and Kevin priced it out for you in the hope of getting it moving. I believe he sent that information along to you. If not, I will have him resend it.

Because of the cost, I figured you would want to research it yourself as well to get the best solution for the best price. The proposal Kevin solicited was more reasonable than expected. So it's a good starting point for you to compare alternatives.

Best,

Lawrence

On Nov 18, 2018, at 7:24 PM, Caleb <caleb@taylorsmill.community> wrote:

Ashleigh/Lawrence,

I hope Miles had a very happy birthday!

We have been going through a lot of changes at TMD, over the past few months. With Greg no longer an active manager and Alex taking on less of a workload, due to his full time job being more demanding, we will be working through the policy details with our attorneys. I will talk with our attorneys and bring up your concerns. I'll follow up ASAP.

Other business...

Have you reviewed the parking agreement/road easement documents?

Have you heard anything from Taft regarding the water? We are ready when he is.

Sent from my iPhone

On Nov 14, 2018, at 4:53 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:

Hi Caleb,

Thanks for sending. We reviewed the proposed Event Policies and Guidelines for Taylors Mill Development and have no major objections. We would like to get further clarification on a few points and review some of the language with you and/or Alex one last time.

While not a particularly fun process, a more transparent, principled, and rule based system benefits everyone and will go a long way in normalizing expectations and relations in the community.

We are concerned that until these are finalized, the old policy seems to have been abandoned. The recent political rally and the planned Clemson parking lot party did not go through established policy. If these were approved on the spur of the moment, what guarantees do we have that TMD will follow or enforce any new policy?

A policy is better than no policy.

On the proposed lease changes, we have an issue with linking the development of administrative policies to us agreeing to the changes you would like to make to the lease. The intent was to provide administrative definition to the exclusivity clause in our lease to alleviate confusion and tension and provide guidance to the other tenants. It does not require the expense or complication of a lease change. The changes and inclusions you sent also exceed the issue of events.

We are open to entering into negotiations with you for a new or altered lease, but we do not want to do it under force or duress.

We can respond to the lease in a separate email that spells out some of the changes we would like to see in exchange for the changes you seek or are happy to meet to talk through.

Best,
Ashleigh

On Tue, Aug 28, 2018 at 8:12 AM Caleb Lewis <caleb@taylorsmill.community> wrote:

Ashleigh & Lawrence,

Attached are the Exclusivity Clause & Policies Ashleigh and Alex worked on, as well as an Amendment to the Southern Bleachery lease that ties everything together.

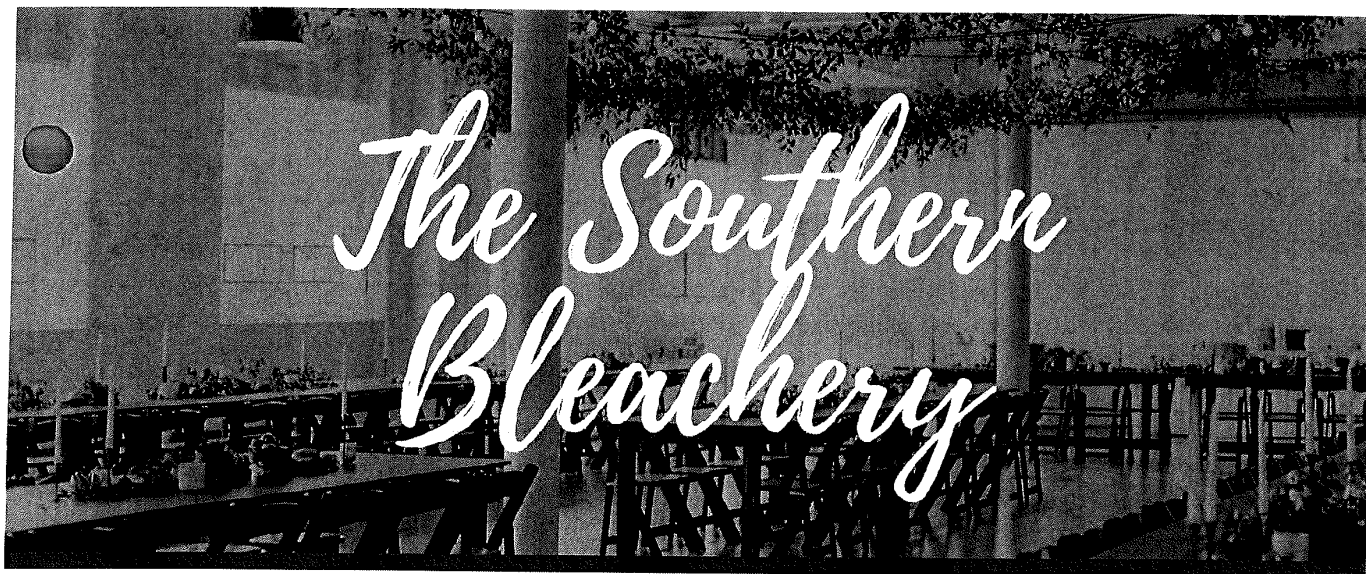
Thanks, and let me know if you have any questions.

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**





2018-2019 RATES

2018 Rental Rates			
	6 Hours	10 Hour	Security Deposit
Monday - Thursday:	\$900	\$1,300	\$300
Friday & Sunday:	\$1,700	\$2,300	\$300
Saturday:	N/A	\$3,500	\$300

RENTAL RATES

All rental blocks include the venue space, event staff, set-up and break down, cleaning, and on-site parking. All **weddings** require a 10-hour time block. The **Saturday rental package** includes:

Up to 10 60" Round or 8 Ft. Tables
Up to 100 Garden Fruitwood Chairs

For **events held Sunday-Friday**, all rentals are additional. A complete rental inventory is detailed below.

Additional hours can be added to your rental block for \$250 an hour. All events ending later than midnight are subject to a **\$250 an hour after hours fee**.

Finishing Room - additional 3,000 square foot space available for entire event or for cocktail hour only. \$600 for entire event and \$350 for cocktail hour only.

RENTAL RATES CONTD.

Please inquire about details for **education or nonprofit events**.

To Secure Your Date – A minimum non-refundable deposit of \$500.00 is required along with a signed contract to secure your event. This is subtracted from your rental rate.

Payments – Fifty percent of the remaining estimated balance is due 6 months prior to the event. If your event is less than 6 months away, your security deposit will be combined with your first payment. Your second and final payment is due three weeks before your event. Additional rental items can be added, but items can no longer be eliminated after this 30 day mark. All deposits and payments are non-refundable and full payment is required before the event date.

Final Payment – If final payment is not received 3 weeks before the event a \$200 late fee will be included in the final invoice.

Refundable Security Deposit – A \$300 security deposit is required in case of theft, neglect, or damage. For events without incident, clients will receive a refund within 30 business days.

RENTAL INVENTORY

Tables and Chairs

Item	Rate
8 ft Tables	\$9
60" Rounds	\$9
6 ft Tables	\$8.50
48" Rounds	\$8.50
Cocktail Tables	\$10
Garden Fruitwood Chairs	\$3.50
Farmhouse Table	\$50
Farmhouse Bench	\$10
Ghost Chairs	\$8
Polished Aluminum Cocktail Table	\$45

Services

Item	Rate
Wedding Coordination	\$700/\$350
Catering	\$400
Bar	\$500
Guest Shuttle	\$75 hourly
Floral Breakdown	\$200

Arches

Item	Rate
Wooden Cross	\$75.00
Rectangle Copper Arch	\$75.00
Rounded Copper Arch	\$75.00
Rustic Wooden Arch	\$75.00
Vintage Wooden Door Arch	\$75.00
Triangle Arch	\$75.00
White Frame Arch	\$100
Circular Arch Bare/Garland Base	\$150/\$220

Catering

Item	Rate
Coffee Bar	\$3.00 pp
Hot Chocolate Bar	\$3.00 pp
Drink Station (water, tea, lemonade)	Starting at \$75 up to 150 guests
Bakery Assortment	\$1.00 pp
Breakfast Bites	\$85 per platter (serves 8-10 people)
Select two beverages (coffee, tea, water, juice), assorted seasonal fruit, and pastries/donuts	
Cake Cutting	\$100

Furniture

Item	Rate
Drop-Leaf Wooden Gift or Sweetheart Table	\$50
Wooden Bar	\$150
Grey Modern Sofa	\$100
Grey Traditional Sofa	\$100
Grey Victorian Sofa	\$100
White Leather Sofa	\$100
Tan Velvet Channel Loveseat	\$85.00
White Leather Chair	\$75.00
Pink Chair	\$75.00
Grey Arm Chair	\$50.00
Beige Accent Chair	\$35.00
Natural Wood Wishbone Chair	\$35.00
Grey and Tan Leather Shag Rug	\$50
Black and Cream Geometric Rug	\$50
Black and Tan Jackson Pollack Rug	\$50
Natural Jute Rug	\$50
Color Pop Bohemian Rug	\$35
Black and White Stripe Rug	\$25
Wooden End Table	\$25
Silver Marble Top End Table	\$25
Gold Marble Top End Table	\$25
Outdoor Wicker Sectional	\$125
Glass Coffee Table with Gold Trim	\$50
Hammered Round Metal Coffee Table (antique gold finish)	\$50
White Wooden Coffee Table	\$35
Grey Treble Coffee Table	\$50
Black Shag Ottoman	\$25

Accessories

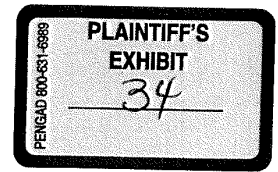
Item	Rate
LED Floor uplights and black containers	\$15
Wood Blocks	\$7.00
Fiddle Leaf Trees	\$15
Bamboo Silk Trees	\$15
Modern Trees	\$10
Wreaths	\$15
3 Tiered Hammered Metal Dessert Stand (antique gold finish)	\$8
2 Tiered Antique White Dessert Stand	\$8
Original Workman Factory Bike	\$40
Modern White and Gold Coat Rack	\$10
Standard Metal Coat Rack	\$15
Donut Board	\$70
Podium	\$20
Music Stand	\$15

Linens

Item	Rate
White 120" Round	\$17
White 108" Round	\$17
White 90x132"	\$17
White 90x156"	\$17

Audiovisual

Item	Rate
70" LG HD TV on rolling stand	\$100
Bose Microphone with Speaker	\$150
Wi-fi	Complimentary



Message

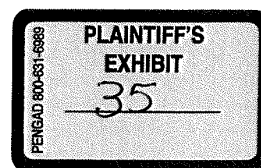
From: Lawrence Black [lawbla@southernbleachery.com]
on behalf of Lawrence Black <lawbla@southernbleachery.com> [lawbla@southernbleachery.com]
Sent: 1/29/2019 12:28:42 PM
To: Margaret Ashleigh Black [ablack@southernbleachery.com]
CC: info@taylorsmill.community
Subject: Re: Car in Loading Zone

Kari,

Is there a reason you are parking in the loading zone? If not, please find a regular parking space in the future.

Lawrence

> On Jan 28, 2019, at 3:51 PM, Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:
>
> Hi Kari,
>
> We have a delivery coming around 4pm. Could you please move your car from the loading zone.
>
> Thanks,
> Ashleigh
>
> Sent from my iPhone



Regarding the concrete leveling, I have concerns about what holes are being filled in and the manner in which the work is completed. Floor drains, for example, shouldn't be filled with concrete as this can effect the internal drain system as a whole. Please provide clarification on what holes are being filled in, I may need to have TMD staff review them before work begins.

Thanks
Kari Walker

On Wed, Feb 13, 2019 at 4:49 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Kari,

The improvements underway are phase 2 of the original construction plans approved in writing by TMD in 2015.

The existing plans *have* been approved and are permitted by the County. The fire and safety plans have also been approved.

Based on the emails you referenced, we further modified the plans and suspended all improvements outside the leased space, including landscaping and exterior doorways.

The plans have been redlined and sent to the architect and will then go back to engineering.

I will follow up this email with the edits on the existing plans sent to the architect and share the refined version when we get them. I will also send a separate note on the fire tie in.

In the interim, we do wish to complete planned improvements that have not been disputed and have been scheduled.

The first such improvement is scheduled for tomorrow Thursday February 14 and involves filling in the holes/leveling the concrete floors in a portion of the back space.

The need to level the floors will not change in the updated plans.

Please advise if this poses any problems. It will take weeks to reschedule and incur costs.

Best

Lawrence

On Feb 11, 2019, at 11:26 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence and Ashleigh,

There were some e-mails back and forth, but TMD did not sign off on any final plans. Your contractor showed the fire marshal plans that have an exterior door being built and show tying into the Taylors Mill fire alarm system. These are 2 major concerns that need to be updated and addressed.

Please forward updated plans on to me for review. Once all items have been addressed, TMD can sign off on the plans for Greenville County approval.

Thank you,
Kari Walker

On Fri, Feb 8, 2019 at 10:38 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
Thanks, we will address those items.

I regards to phase 2 of construction, we modified the plans in response to Caleb's Feedback in May/June 1. Exterior improvements are no longer being considered. The entrance is no longer being pursued.

Lawrence

On Feb 5, 2019, at 4:45 PM, Taylors Mill <info@taylorsmill.community> wrote:

As you know, today was the walk-through with the Fire Marshall. The list of items below will need to be addressed. Also, during the walk-through today I noticed there is a lot of construction underway. I don't have copies of plans or permits for the construction. I realize there was some back and forth emails in the past, but I don't believe anything was ever agreed upon, regarding new construction or up-fits. Any changes to the leased premises requires written permission from the landlord.

There was a contractor onsite who showed us the plan for the space and I noticed you have an exterior door marked on the plans. You do not have authorization to install any exterior doors in the building or to penetrate outside walls, floors, or the roof of the building. We will also need to discuss the fire alarm system as well as the work you've already completed being added to TMD's Master Plan. I have a call into the county and will need to review and approve these drawings before you move forward with any further construction.

Items from the inspection:

Your fire extinguishers are 2 years out of date

Open spaces were left in the panel, these need to have breakers or spaces, they cannot be open holes

The cover is missing from the old electrical panel in the HVAC room

The labels in your power panel are incomplete, emergency exits and light circuits need to be marked

Thank you,

Kari Walker

Taylors Mill Development

--

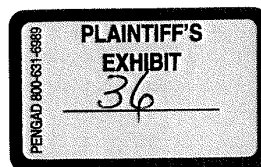
Kari Walker

Taylors Mill Development

--

Kari Walker

Taylors Mill Development



From: Lawrence Black <lawbla@southernbleachery.com>
To: Taylors Mill <info@taylorsmill.community>
CC: Margaret Ashleigh Black <ablack@southernbleachery.com>; Caleb Lewis <caleb@taylorsmill.community>
Sent: 2/14/2019 2:12:12 PM
Subject: Re: Fire Inspection Results

Kari,

I will let them know. We are in disagreement about the approval.

Are you replacing Greg Cotton as the new contact for TMD operations and property management?

If so, I highly advise that you have a full record and understanding of all communications between Taylors Mill Events and Caleb and Greg.

We disagree on approval. But we will stop work. Do know that your decision will cause many problems.

Lawrence

On Thu, Feb 14, 2019 at 1:44 PM Taylors Mill wrote:

I've done a walk through of the space and I have some concerns about the work being done around the drains. I need to address this with my plumber before approval can be given. I'm sorry to cause delays but you'll have to stop work on the concrete project until I can review and address these issues.

In the meantime, please note that there is a serious amount of sludge being poured into the drain system from the work being done, and that this needs to be removed by shopvac and the drain cleaned to prevent build up in the system. I've attached a photo of the sludge.

Thank you,
Kari Walker

On Thu, Feb 14, 2019 at 10:40 AM Taylors Mill wrote:

Approval was never granted. The email you have provided does not approve the construction for Phase 2.

I will need to have someone walk through your space with the contractor and approve the method of refitting before any modifications can be made to the drains.

Thanks
Kari Walker

On Thu, Feb 14, 2019 at 10:04 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

The floor drains are a tripping hazard and are troughs not drains connected to that one room. The crew will be replacing the floor troughs with proper floor drains and reconnecting to existing system. Nothing will be cut off, just installed to 2019 standards and correction of hazardous conditions.

Typically this would be done by the landlord. However, It was made clear repeatedly that TMD was not responsible for any life or fire safety upfits.

image1.png

On Feb 14, 2019, at 9:41 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence,

Thanks for the redline drawings.

Again, we did not approve the current construction. If I'm mistaken, please forward the written approval you received from TMD.

Regarding the concrete leveling, I have concerns about what holes are being filled in and the manner in which the work is completed. Floor drains, for example, shouldn't be filled with concrete as this can effect the internal drain system as a whole. Please provide clarification on what holes are being filled in, I may need to have TMD staff review them before work begins.

Thanks
Kari Walker

On Wed, Feb 13, 2019 at 4:49 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Kari,

The improvements underway are phase 2 of the original construction plans approved in writing by TMD in 2015.

The existing plans *have* been approved and are permitted by the County. The fire and safety plans have also been approved.

Based on the emails you referenced, we further modified the plans and suspended all improvements outside the leased space, including landscaping and exterior doorways.

The plans have been redlined and sent to the architect and will then go back to engineering.

I will follow up this email with the edits on the existing plans sent to the architect and share the refined version when we get them. I will also send a separate note on the fire tie in.

In the interim, we do wish to complete planned improvements that have not been disputed and have been scheduled.

The first such improvement is scheduled for tomorrow Thursday February 14 and involves filling in the holes/leveling the concrete floors in a portion of the back space.

The need to level the floors will not change in the updated plans.

Please advise if this poses any problems. It will take weeks to reschedule and incur costs.

Best

Lawrence

On Feb 11, 2019, at 11:26 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence and Ashleigh,

There were some e-mails back and forth, but TMD did not sign off on any final plans. Your contractor showed

the fire marshal plans that have an exterior door being built and show tying into the Taylors Mill fire alarm system. These are 2 major concerns that need to be updated and addressed.

Please forward updated plans on to me for review. Once all items have been addressed, TMD can sign off on the plans for Greenville County approval.

Thank you,
Kari Walker

On Fri, Feb 8, 2019 at 10:38 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
Thanks, we will address those items.

I regards to phase 2 of construction, we modified the plans in response to Caleb's Feedback in May/June 1. Exterior improvements are no longer being considered. The entrance is no longer being pursued.

Lawrence

On Feb 5, 2019, at 4:45 PM, Taylors Mill <info@taylorsmill.community> wrote:

As you know, today was the walk-through with the Fire Marshall. The list of items below will need to be addressed. Also, during the walk-through today I noticed there is a lot of construction underway. I don't have copies of plans or permits for the construction. I realize there was some back and forth emails in the past, but I don't believe anything was ever agreed upon, regarding new construction or up-fits. Any changes to the leased premises requires written permission from the landlord.

There was a contractor onsite who showed us the plan for the space and I noticed you have an exterior door marked on the plans. You do not have authorization to install any exterior doors in the building or to penetrate outside walls, floors, or the roof of the building. We will also need to discuss the fire alarm system as well as the work you've already completed being added to TMD's Master Plan. I have a call into the county and will need to review and approve these drawings before you move forward with any further construction.

Items from the inspection:

Your fire extinguishers are 2 years out of date

Open spaces were left in the panel, these need to have breakers or spaces, they cannot be open holes

The cover is missing from the old electrical panel in the HVAC room

The labels in your power panel are incomplete, emergency exits and light circuits need to be marked

Thank you,
Kari Walker
Taylors Mill Development

--
Kari Walker
Taylors Mill Development

--
Kari Walker
Taylors Mill Development

--
Kari Walker

PLAINTIFF_00693

Taylors Mill Development

--

Kari Walker
Taylors Mill Development

PLAINTIFF_00694



From: Kevin Duckworth <ansel2784@gmail.com>
To: Lawrence Black <lawbla@southernbleachery.com>
CC: Caleb <caleb@taylorsmill.community>; Ashleigh Black <ablack@southernbleachery.com>; Taylors Mill <info@taylorsmill.community>
Sent: 2/20/2019 2:49:58 PM
Subject: Re: Fire Inspection Results
Attachments: _S BLEACHERY REVISED PERMIT SET (1).pdf

I have attached the plans as approved by Greenville County. These are not the newly revised plans, as those are still in engineering.

Kevin

On Wed, Feb 20, 2019 at 2:26 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Caleb,

I believe you have a full set of plans.

Kevin, can you attach a full set of plans for Caleb.

Are you saying that you do not want us doing ANY work or repairs in our space?

Lawrence

On Feb 20, 2019, at 1:20 PM, Caleb <caleb@taylorsmill.community> wrote:

I was not. Please forward the information from the engineer and we can add that to our file. Our attorney's have advised that we wait until everything is decided before any construction is approved.

Thanks,

Caleb

Sent from my iPhone

On Feb 20, 2019, at 12:45 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:

Thanks Caleb. In the interim, were you able to connect with your plumber? Are you ok if we fix the floor?

Best,
Ashleigh

On Wed, Feb 20, 2019 at 10:48 AM Caleb <caleb@taylorsmill.community> wrote:
Ashleigh,

I am working with our attorneys on a path forward. There are concerns with the buildout and other items that need to be addressed. We will be in touch.

Thanks,

Caleb

Sent from my iPhone

On Feb 20, 2019, at 9:41 AM, Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:

Hi Caleb,

Have you had a chance to look at the plans?

Can we meet today or tomorrow to discuss any remaining concerns?

Best
Ashleigh

Sent from my iPhone

On Feb 15, 2019, at 12:39 PM, Kevin Duckworth <ansel2784@gmail.com> wrote:

The trench has been cleared of debris and the pipe at the end can now be unclogged below grade level. Matt said that at that point he would take over to make the drain function properly. Should I liaison with him?

On Fri, Feb 15, 2019 at 10:03 AM Caleb Lewis <caleb@taylorsmill.community> wrote:
Thank you Kevin.

Unfortunately, I am leaving for meetings and will be unable to look at the project with you today. We can follow up next week and come up with a plan, but we cannot approve this until I'm able to look into it more. We will need to have a full understanding of all construction before moving forward. I apologize for any inconvenience.

Thanks,

Caleb

On Fri, Feb 15, 2019 at 9:39 AM Kevin Duckworth <ansel2784@gmail.com> wrote:

If the major concern is the concrete filling the drains, we can remedy that immediately by cleaning out the grinding sludge and then blocking off the drain system entirely until the pouring is finished and then reopening it to the newly install floor drains. Unclogging the drain underground from the 50 years of non-use can be addressed at any point going forward. The new concrete and drains will not effect the existing system or clog it. The proposed modification is just to make the floor safe for occupancy and to remove tripping hazzards. This will ultimately increase the useable space and reduce liability to all parties. I will be happy to go over this area with anyone.

Thank you for your time,

Kevin

On Fri, Feb 15, 2019 at 9:15 AM Caleb Lewis <caleb@taylorsmill.community> wrote:

Kari let me know you had an engineer confirm that. Can you forward those details to me? I will try to stop by and look, but I have meetings starting at 10:30 and going all afternoon.

On Fri, Feb 15, 2019 at 9:12 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

This is not an active drain. It is not connected to any plumbing. It has not been for 50 years. The "sludge" is

construction related. Please go look for yourself.

On Fri, Feb 15, 2019 at 9:09 AM Caleb Lewis <caleb@taylorsmill.community> wrote:

The issue with leveling the floor is the concrete sludge getting into the drains. This could be a major issue. The current sludge inside the drains must be remedied, and a solution to keep the sludge out of the drains must be in place, before I am willing to allow further construction.

Thanks,

Caleb

On Fri, Feb 15, 2019 at 9:01 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
Unrelated to the construction, are you saying we can not repair the concrete today?

On Feb 15, 2019, at 8:45 AM, Caleb Lewis <caleb@taylorsmill.community> wrote:

Kari will be handling all tenant related issues. Please continue to contact Kari for additional information/issues.

I have kept up with this and am up to date. Phase 2 was never approved. The emails from 2015 were for Phase 1 only.

Per Section 28 of your Lease Agreement *"All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof."* You are currently in violation of your lease agreement.

All construction must stop until this is approved. I am sorry if this is a burden, but you are not authorized to make these decisions. We will put together a list of items that need attention, and we will follow up.

Also, I was made aware that threats were made to Kari Walker personally and to TMD. This is childish and something we will not stand for.

I believe we can work all of this out, but TMD must be aware of all alterations to the building.

Please find Section 28 below and your lease agreement attached.

Best Regards,

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

On Thu, Feb 14, 2019 at 2:46 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
And again, Phase 2 is part of the original plans that were approved in 2015. The only concern raised about phase 2 were in the emails previously attached and that were then removed from the plans.

On Feb 14, 2019, at 10:40 AM, Taylors Mill <info@taylorsmill.community> wrote:

Approval was never granted. The email you have provided does not approve the construction for Phase 2.

I will need to have someone walk through your space with the contractor and approve the method of refitting before any modifications can be made to the drains.

Thanks
Kari Walker

On Thu, Feb 14, 2019 at 10:04 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
The floor drains are a tripping hazard and are troughs not drains connected to that one room. The crew will be replacing the floor troughs with proper floor drains and reconnecting to existing system. Nothing will be cut off, just installed to 2019 standards and correction of hazardous conditions.

Typically this would be done by the landlord. However, It was made clear repeatedly that TMD was not responsible for any life or fire safety upfits.

On Feb 14, 2019, at 9:41 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence,

Thanks for the redline drawings.

Again, we did not approve the current construction. If I'm mistaken, please forward the written approval you received from TMD.

Regarding the concrete leveling, I have concerns about what holes are being filled in and the manner in which the work is completed. Floor drains, for example, shouldn't be filled with concrete as this can effect the internal drain system as a whole. Please provide clarification on what holes are being filled in, I may need to have TMD staff review them before work begins.

Thanks
Kari Walker

On Wed, Feb 13, 2019 at 4:49 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Kari,

The improvements underway are phase 2 of the original construction plans approved in writing by TMD in 2015.

The existing plans *have* been approved and are permitted by the County. The fire and safety plans have also been approved.

Based on the emails you referenced, we further modified the plans and suspended all improvements outside the leased space, including landscaping and exterior doorways.

The plans have been redlined and sent to the architect and will then go back to engineering.

I will follow up this email with the edits on the existing plans sent to the architect and share the refined version when we get them. I will also send a separate note on the fire tie in.

In the interim, we do wish to complete planned improvements that have not been disputed and have been scheduled.

The first such improvement is scheduled for tomorrow Thursday February 14 and involves filling in the holes/leveling the concrete floors in a portion of the back space.

The need to level the floors will not change in the updated plans.

Please advise if this poses any problems. It will take weeks to reschedule and incur costs.

Best

Lawrence

On Feb 11, 2019, at 11:26 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence and Ashleigh,

There were some e-mails back and forth, but TMD did not sign off on any final plans. Your contractor showed the fire marshal plans that have an exterior door being built and show tying into the Taylors Mill fire alarm system. These are 2 major concerns that need to be updated and addressed.

Please forward updated plans on to me for review. Once all items have been addressed, TMD can sign off on the plans for Greenville County approval.

Thank you,
Kari Walker

On Fri, Feb 8, 2019 at 10:38 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

Thanks, we will address those items.

I regards to phase 2 of construction, we modified the plans in response to Caleb's Feedback in May/June 1. Exterior improvements are no longer being considered. The entrance is no longer being pursued.

Lawrence

On Feb 5, 2019, at 4:45 PM, Taylors Mill <info@taylorsmill.community> wrote:

As you know, today was the walk-through with the Fire Marshall. The list of items below will need to be addressed. Also, during the walk-through today I noticed there is a lot of construction underway. I don't have copies of plans or permits for the construction. I realize there was some back and forth emails in the past, but I don't believe anything was ever agreed upon, regarding new construction or up-fits. Any changes to the leased premises requires written permission from the landlord.

There was a contractor onsite who showed us the plan for the space and I noticed you have an exterior door marked on the plans. You do not have authorization to install any exterior doors in the building or to penetrate outside walls, floors, or the roof of the building. We will also need to discuss the fire alarm system as well as the work you've already completed being added to TMD's Master Plan. I have a call into the county and will need to review and approve these drawings before you move forward with any further construction.

Items from the inspection:

Your fire extinguishers are 2 years out of date

Open spaces were left in the panel, these need to have breakers or spaces, they cannot be open holes

The cover is missing from the old electrical panel in the HVAC room

The labels in your power panel are incomplete, emergency exits and light circuits need to be marked

Thank you,

Kari Walker

Taylors Mill Development

--

Kari Walker

Taylors Mill Development

--

Kari Walker

Taylors Mill Development

--

Kari Walker

Taylors Mill Development

--

Caleb Lewis

Majority Owner

caleb@taylorsmill.community

www.taylorsmill.community

864-991-5002

--

Caleb Lewis

Majority Owner

caleb@taylorsmill.community

www.taylorsmill.community

864-991-5002

--

Caleb Lewis

Majority Owner

caleb@taylorsmill.community

www.taylorsmill.community

864-991-5002

--

Ashleigh Black

Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **

2016 INTERNATIONAL BUILDING CODE WITH SC MODIFICATIONS
2015 INTERNATIONAL FIRE CODE WITH SC MODIFICATIONS
2015 INTERNATIONAL FUEL GAS CODE WITH SC MODIFICATIONS
2015 INTERNATIONAL MECHANICAL CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE
2015 INTERNATIONAL FUEL GAS CODE WITH SC MODIFICATIONS
2014 NATIONAL ELECTRIC CODE
THE LATEST EDITION OF IBC/ANSI 1, 2017 EDITION ACCESSIBLE USABLE
BUILDINGS AND FACILITIES SC 10-9-10
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
THE BUILDING ENERGY EFFICIENCY STANDARDS ACT

24 HOUR CONTACT INFO

[illegible]

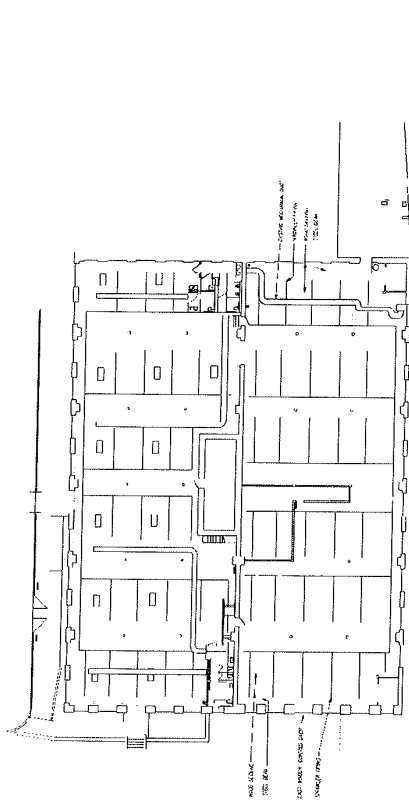
(3)

	A. 1				A. 2				A. 3				A. 4				A. 5				A. 6				A. 7				A. 8				A. 9				A. 10				A. 11				A. 12				A. 13				A. 14				A. 15				A. 16				A. 17				A. 18				A. 19				A. 20				A. 21				A. 22				A. 23				A. 24				A. 25				A. 26				A. 27				A. 28				A. 29				A. 30				A. 31				A. 32				A. 33				A. 34				A. 35				A. 36				A. 37				A. 38				A. 39				A. 40				A. 41				A. 42				A. 43				A. 44				A. 45				A. 46				A. 47				A. 48				A. 49				A. 50				A. 51				A. 52				A. 53				A. 54				A. 55				A. 56				A. 57				A. 58				A. 59				A. 60				A. 61				A. 62				A. 63				A. 64				A. 65				A. 66				A. 67				A. 68				A. 69				A. 70				A. 71				A. 72				A. 73				A. 74				A. 75				A. 76				A. 77				A. 78				A. 79				A. 80				A. 81				A. 82				A. 83				A. 84				A. 85				A. 86				A. 87				A. 88				A. 89				A. 90				A. 91				A. 92				A. 93				A. 94				A. 95				A. 96				A. 97				A. 98				A. 99				A. 100				A. 101				A. 102				A. 103				A. 104				A. 105				A. 106				A. 107				A. 108				A. 109				A. 110				A. 111				A. 112				A. 113				A. 114				A. 115				A. 116				A. 117				A. 118				A. 119				A. 120				A. 121				A. 122				A. 123				A. 124				A. 125				A. 126				A. 127				A. 128				A. 129				A. 130				A. 131				A. 132				A. 133				A. 134				A. 135				A. 136				A. 137				A. 138				A. 139				A. 140				A. 141				A. 142				A. 143				A. 144				A. 145				A. 146				A. 147				A. 148				A. 149				A. 150				A. 151				A. 152				A. 153				A. 154				A. 155				A. 156				A. 157				A. 158				A. 159				A. 160				A. 161				A. 162				A. 163				A. 164				A. 165				A. 166				A. 167				A. 168				A. 169				A. 170				A. 171				A. 172				A. 173				A. 174				A. 175				A. 176				A. 177				A. 178				A. 179				A. 180				A. 181				A. 182				A. 183				A. 184				A. 185				A. 186				A. 187				A. 188				A. 189				A. 190				A. 191				A. 192				A. 193				A. 194				A. 195				A. 196				A. 197				A. 198				A. 199				A. 200				A. 201				A. 202				A. 203				A. 204				A. 205				A. 206				A. 207				A. 208				A. 209				A. 210				A. 211				A. 212				A. 213				A. 214				A. 215				A. 216				A. 217				A. 218				A. 219				A. 220				A. 221				A. 222				A. 223				A. 224				A. 225				A. 226				A. 227				A. 228				A. 229				A. 230				A. 231				A. 232				A. 233				A. 234				A. 235				A. 236				A. 237				A. 238				A. 239				A. 240				A. 241				A. 242				A. 243				A. 244				A. 245				A. 246				A. 247				A. 248				A. 249				A. 250				A. 251				A. 252				A. 253				A. 254				A. 255				A. 256				A. 257				A. 258				A. 259				A. 260				A. 261				A. 262				A. 263				A. 264				A. 265				A. 266				A. 267				A. 268				A. 269				A. 270				A. 271				A. 272				A. 273				A. 274				A. 275				A. 276				A. 277				A. 278				A. 279				A. 280				A. 281				A. 282				A. 283				A. 284				A. 285				A. 286				A. 287				A. 288				A. 289				A. 290				A. 291				A. 292				A. 293				A. 294				A. 295				A. 296				A. 297				A. 298				A. 299			

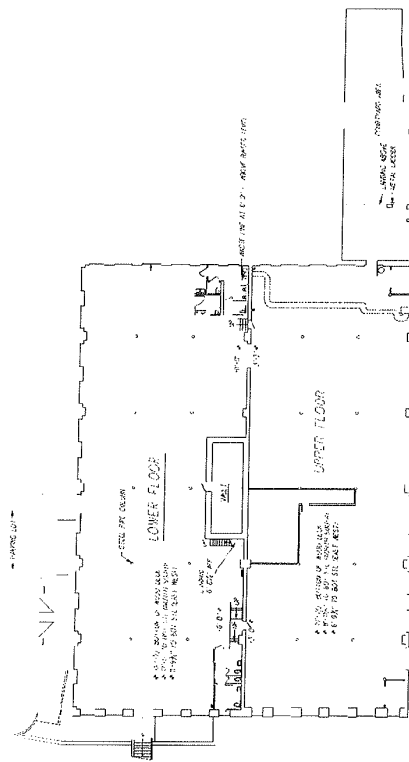
RENOVATIONS TO
SOUTHERN BLEACHERY
250 MILL STREET
SUITE 102
TAYLORS SC 29687
252-702-8030

COVER SHEET MISC. DRAWINGS	54-121 NO. A1	4/30/78

DAVID WATER JITTER
ARCHITECT
72 E. ECHOLS ST.
ATLANTA, GA 30303
404-588-0800
dwater@waterjitter.com
1025 DAVIS DRIVE S. SUITE 100 ATLANTA, GA



1. LOWER FLOOR
EXISTING CONDITIONS



2. UPPER FLOOR
EXISTING CONDITIONS



RENOVATION TO
SOUTHERN BLEACHERY
350 MILL STREET
TAYLORSVILLE, GA 30080
PROJECT NO. 10000

DATE	4/30/18
SHEET NO.	A2
PROJECT	RENOVATION TO SOUTHERN BLEACHERY
ARCHITECT	DAVID WATER JITTER
ENGINEER	DAVID WATER JITTER

DAVID MATTHEW BUTLER
ARCHITECT
172 BESCHER 3RD
A-AV-2 8A 30330
HOM 488-0800
ARCHITECTS & INTERIORS, LLC
2005 DAVIS BLVD. SUITE 100, WASHINGTON, DC 20004

ROOM	FINISH	SCHEME	DATE	BY	REVISION
1. KITCHEN	1.0	1.0	1.0	1.0	1.0
2. BATH	2.0	2.0	2.0	2.0	2.0
3. HALL	3.0	3.0	3.0	3.0	3.0
4. LIVING	4.0	4.0	4.0	4.0	4.0
5. DINING	5.0	5.0	5.0	5.0	5.0
6. BREAKFAST	6.0	6.0	6.0	6.0	6.0
7. PORCH	7.0	7.0	7.0	7.0	7.0
8. GARAGE	8.0	8.0	8.0	8.0	8.0
9. STAIRS	9.0	9.0	9.0	9.0	9.0
10. CLOSET	10.0	10.0	10.0	10.0	10.0
11. PANTRY	11.0	11.0	11.0	11.0	11.0
12. ENTRY	12.0	12.0	12.0	12.0	12.0
13. BEDROOM	13.0	13.0	13.0	13.0	13.0
14. BEDROOM	14.0	14.0	14.0	14.0	14.0
15. BEDROOM	15.0	15.0	15.0	15.0	15.0
16. BEDROOM	16.0	16.0	16.0	16.0	16.0
17. BEDROOM	17.0	17.0	17.0	17.0	17.0
18. BEDROOM	18.0	18.0	18.0	18.0	18.0
19. BEDROOM	19.0	19.0	19.0	19.0	19.0
20. BEDROOM	20.0	20.0	20.0	20.0	20.0

ROOM	FINISH	SCHEME	DATE	BY	REVISION
1. KITCHEN	1.0	1.0	1.0	1.0	1.0
2. BATH	2.0	2.0	2.0	2.0	2.0
3. HALL	3.0	3.0	3.0	3.0	3.0
4. LIVING	4.0	4.0	4.0	4.0	4.0
5. DINING	5.0	5.0	5.0	5.0	5.0
6. BREAKFAST	6.0	6.0	6.0	6.0	6.0
7. PORCH	7.0	7.0	7.0	7.0	7.0
8. GARAGE	8.0	8.0	8.0	8.0	8.0
9. STAIRS	9.0	9.0	9.0	9.0	9.0
10. CLOSET	10.0	10.0	10.0	10.0	10.0
11. PANTRY	11.0	11.0	11.0	11.0	11.0
12. ENTRY	12.0	12.0	12.0	12.0	12.0
13. BEDROOM	13.0	13.0	13.0	13.0	13.0
14. BEDROOM	14.0	14.0	14.0	14.0	14.0
15. BEDROOM	15.0	15.0	15.0	15.0	15.0
16. BEDROOM	16.0	16.0	16.0	16.0	16.0
17. BEDROOM	17.0	17.0	17.0	17.0	17.0
18. BEDROOM	18.0	18.0	18.0	18.0	18.0
19. BEDROOM	19.0	19.0	19.0	19.0	19.0
20. BEDROOM	20.0	20.0	20.0	20.0	20.0

1. KITCHEN
2. BATH
3. HALL
4. LIVING
5. DINING
6. BREAKFAST
7. PORCH
8. GARAGE
9. STAIRS
10. CLOSET
11. PANTRY
12. ENTRY
13. BEDROOM
14. BEDROOM
15. BEDROOM
16. BEDROOM
17. BEDROOM
18. BEDROOM
19. BEDROOM
20. BEDROOM

NOTES:
1. SEE SHEET 100-0001 FOR GENERAL NOTES.
2. SEE SHEET 100-0002 FOR ELECTRICAL NOTES.
3. SEE SHEET 100-0003 FOR PLUMBING NOTES.
4. SEE SHEET 100-0004 FOR MECHANICAL NOTES.
5. SEE SHEET 100-0005 FOR FINISHES NOTES.
6. SEE SHEET 100-0006 FOR FLOORING NOTES.
7. SEE SHEET 100-0007 FOR WALLS NOTES.
8. SEE SHEET 100-0008 FOR CEILING NOTES.
9. SEE SHEET 100-0009 FOR DOORS NOTES.
10. SEE SHEET 100-0010 FOR WINDOWS NOTES.
11. SEE SHEET 100-0011 FOR STAIRS NOTES.
12. SEE SHEET 100-0012 FOR ENTRY NOTES.
13. SEE SHEET 100-0013 FOR BEDROOM NOTES.
14. SEE SHEET 100-0014 FOR BEDROOM NOTES.
15. SEE SHEET 100-0015 FOR BEDROOM NOTES.
16. SEE SHEET 100-0016 FOR BEDROOM NOTES.
17. SEE SHEET 100-0017 FOR BEDROOM NOTES.
18. SEE SHEET 100-0018 FOR BEDROOM NOTES.
19. SEE SHEET 100-0019 FOR BEDROOM NOTES.
20. SEE SHEET 100-0020 FOR BEDROOM NOTES.

PROJECT NAME:
11 4 5111

REVISIONS TO:
SOUTHERN BUCKEYE
350 MILL STREET
TAMMAMORE 21887
342.32 1.6 11931

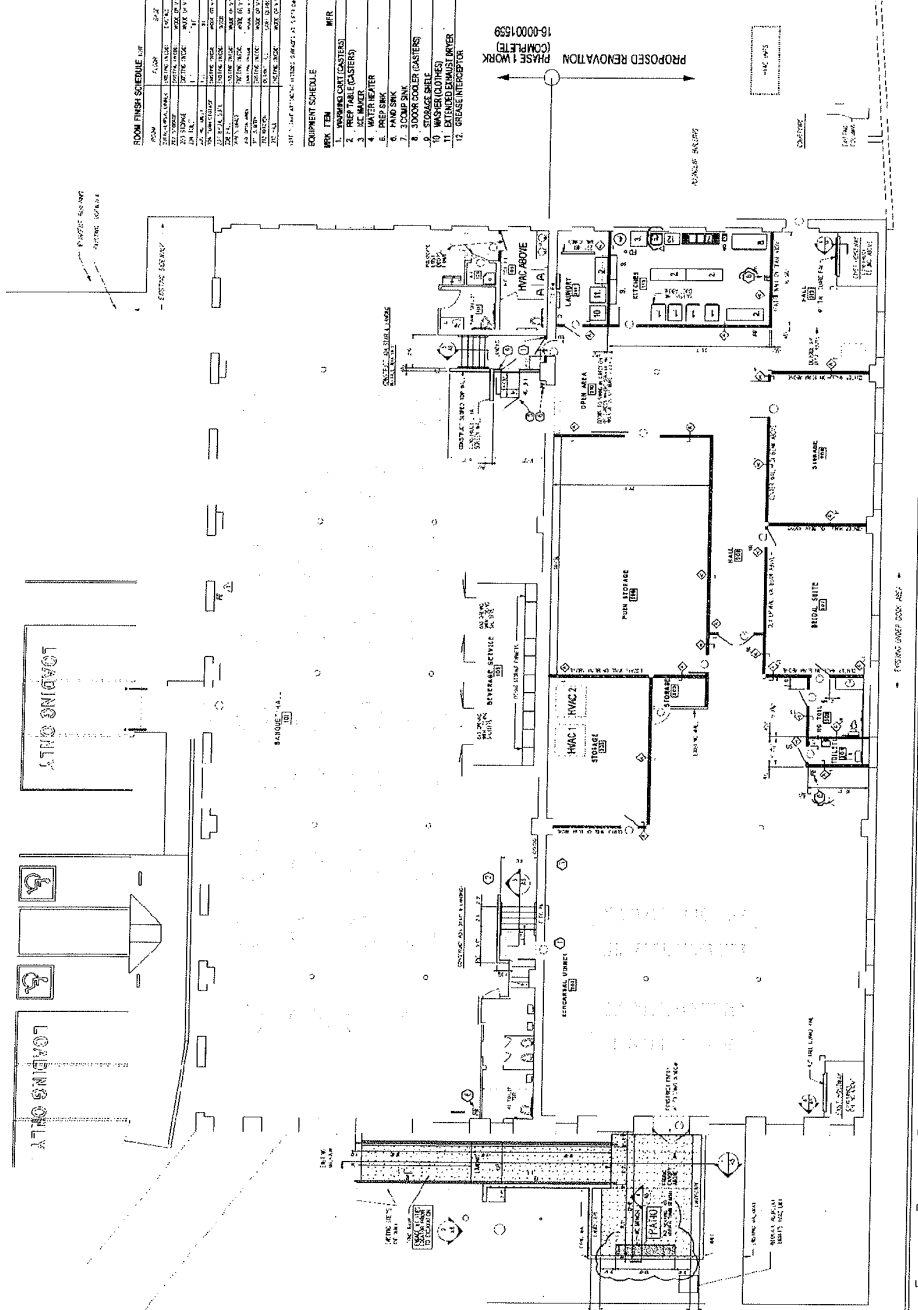
DATE:
4/10/18

SCALE:
1/8" = 1'-0"

PROJECT NO:
A4

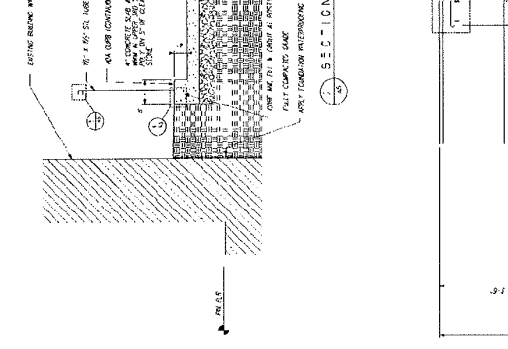
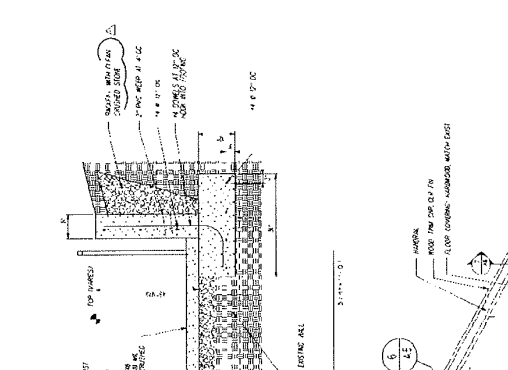
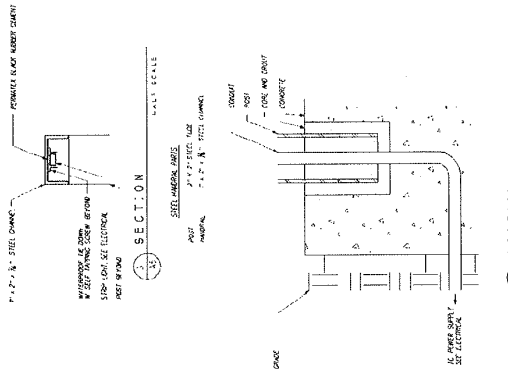
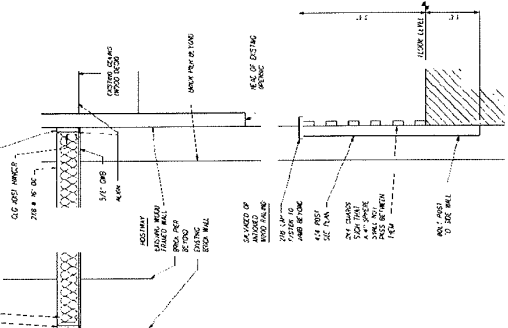
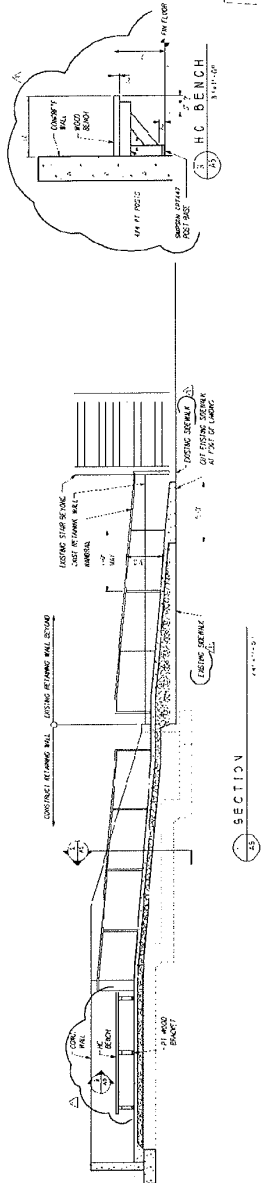


1. KITCHEN	1.0	1.0	1.0	1.0	1.0
2. BATH	2.0	2.0	2.0	2.0	2.0
3. HALL	3.0	3.0	3.0	3.0	3.0
4. LIVING	4.0	4.0	4.0	4.0	4.0
5. DINING	5.0	5.0	5.0	5.0	5.0
6. BREAKFAST	6.0	6.0	6.0	6.0	6.0
7. PORCH	7.0	7.0	7.0	7.0	7.0
8. GARAGE	8.0	8.0	8.0	8.0	8.0
9. STAIRS	9.0	9.0	9.0	9.0	9.0
10. CLOSET	10.0	10.0	10.0	10.0	10.0
11. PANTRY	11.0	11.0	11.0	11.0	11.0
12. ENTRY	12.0	12.0	12.0	12.0	12.0
13. BEDROOM	13.0	13.0	13.0	13.0	13.0
14. BEDROOM	14.0	14.0	14.0	14.0	14.0
15. BEDROOM	15.0	15.0	15.0	15.0	15.0
16. BEDROOM	16.0	16.0	16.0	16.0	16.0
17. BEDROOM	17.0	17.0	17.0	17.0	17.0
18. BEDROOM	18.0	18.0	18.0	18.0	18.0
19. BEDROOM	19.0	19.0	19.0	19.0	19.0
20. BEDROOM	20.0	20.0	20.0	20.0	20.0



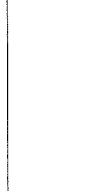
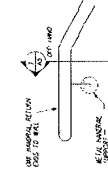
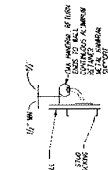
FLOOR PLAN
1/8" = 1'-0"

DAVID MAT-ER BUTLER
ARCHITECT
172 SECHER, S.E.
ATLANTA, GA 30316
404.588-0800
ARCHITECTS IN CHARGE: D. MAT-ER BUTLER, AIA
404.588-0800



FOOTING
3/4" = 1'-0"

SECTION
1/2" = 1'-0"



PROJECT NAME: RENOVATIONS TO
SOUTHERN BLEACHERY
350 MILL STREET
SALE 102
TAYLORS BLVD 21681
342.10° 10 11931
TAYLORS BLVD 21681
4/10/78
A5

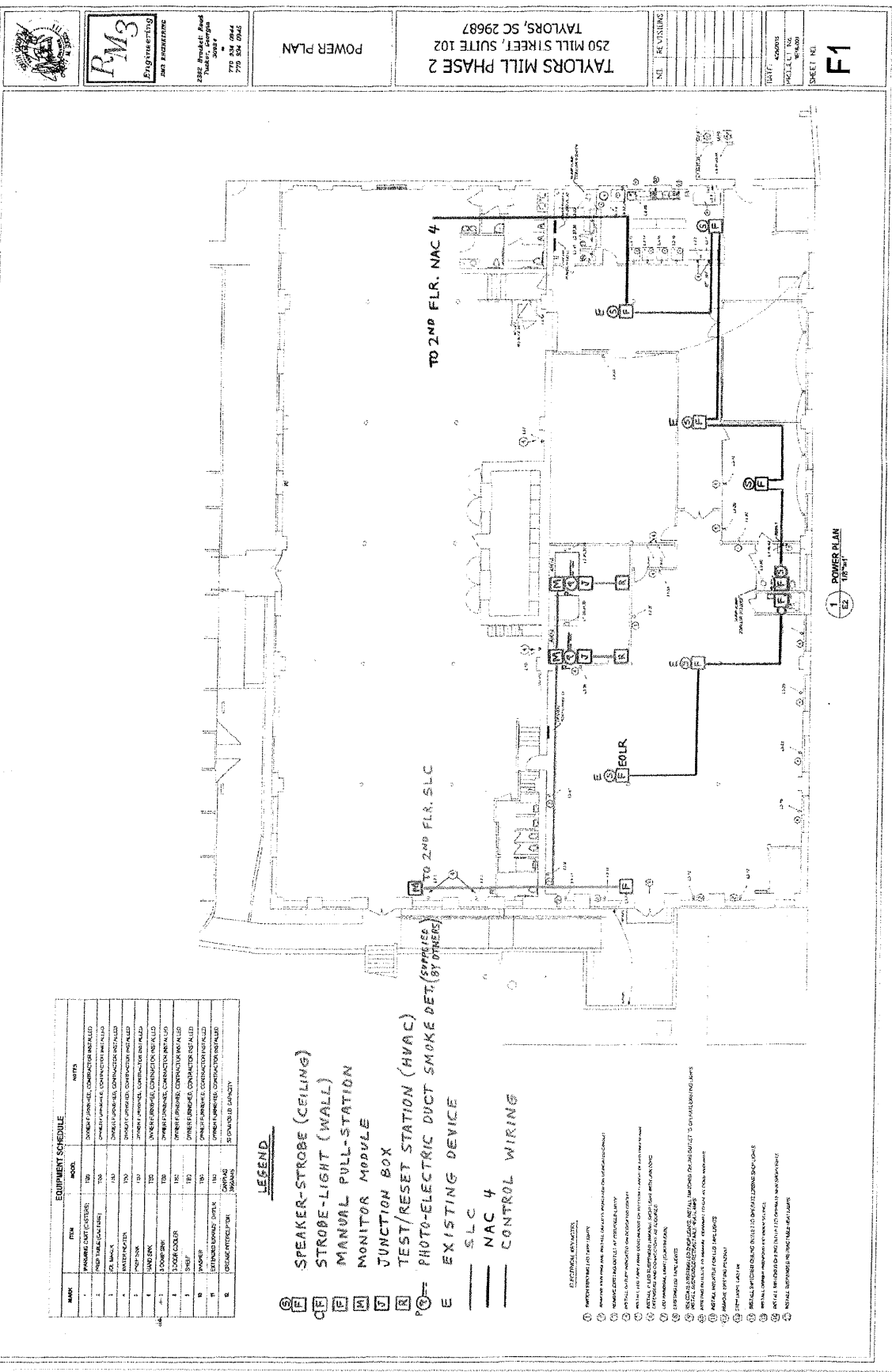


NO.	REVISION	DATE
1	ISSUED FOR PERMIT	4/10/78

POST
3/4" = 1'-0"

HANDRAIL
3/4" = 1'-0"

SECTION
1/2" = 1'-0"



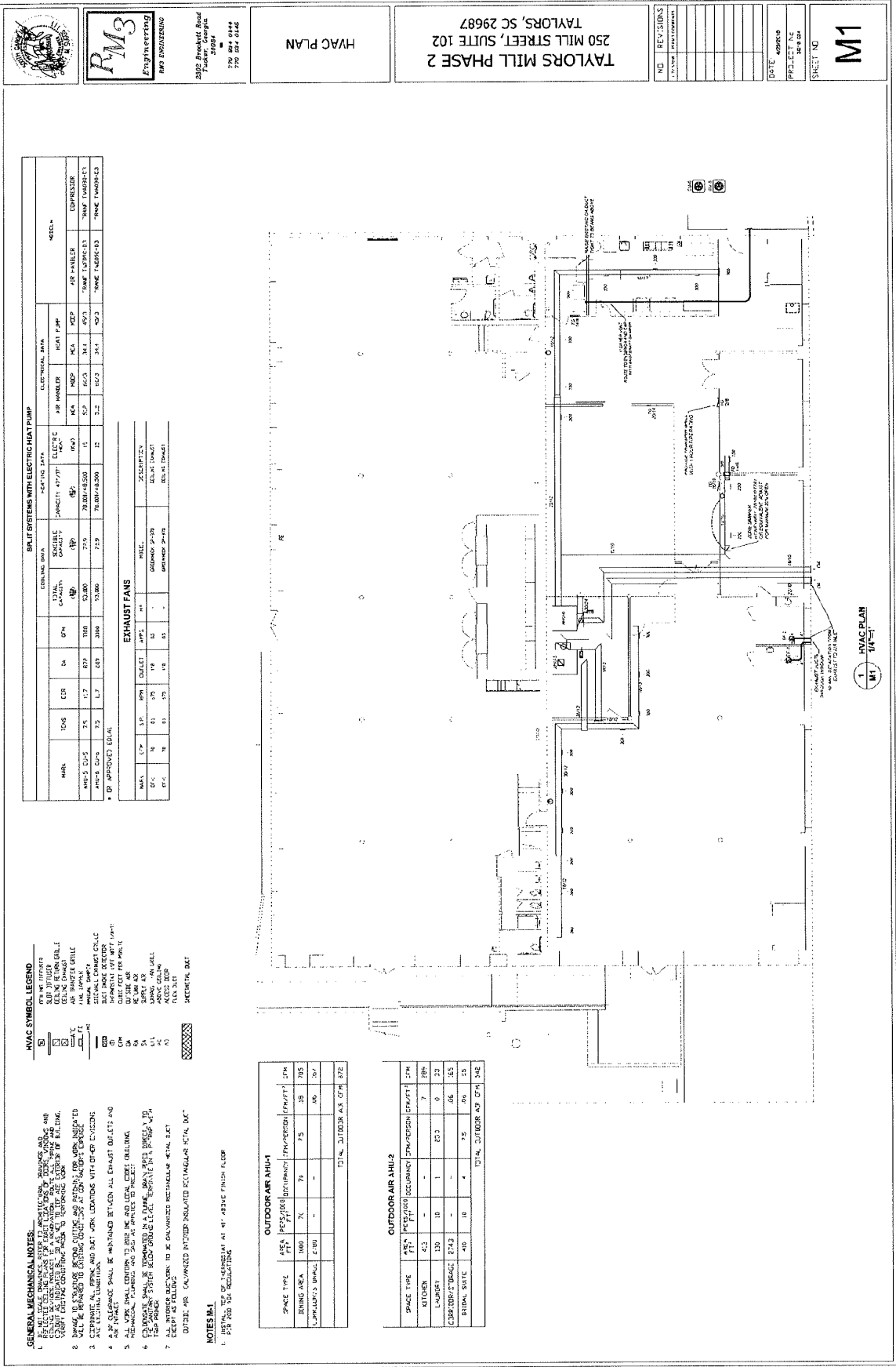
PM3 Engineering
2000 Highway 101
Suite 100
Taylors, SC 29687
770.544.0944
770.544.0945

POWER PLAN

TAYLORS MILL PHASE 2
250 MILL STREET, SUITE 102
TAYLORS, SC 29687

F1

1 POWER PLAN
11/15/17



PM3
Engineering
MECHANICAL
2002 Broadview Road
Taylors, SC 29687
770 294 0544
770 294 0545

HVAC PLAN

TAYLORS MILL PHASE 2
250 MILL STREET, SUITE 102
TAYLORS, SC 29687

NO.	REVISIONS
1	ISSUED FOR PERMIT
2	REVISED FOR COMMENTS
3	REVISED FOR COMMENTS
4	REVISED FOR COMMENTS
5	REVISED FOR COMMENTS
6	REVISED FOR COMMENTS
7	REVISED FOR COMMENTS
8	REVISED FOR COMMENTS
9	REVISED FOR COMMENTS
10	REVISED FOR COMMENTS

DATE: 09/20/2024
PROJECT NO: 24-001
SHEET NO: **M1**

GENERAL MECHANICAL NOTES:

- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).
- ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC).

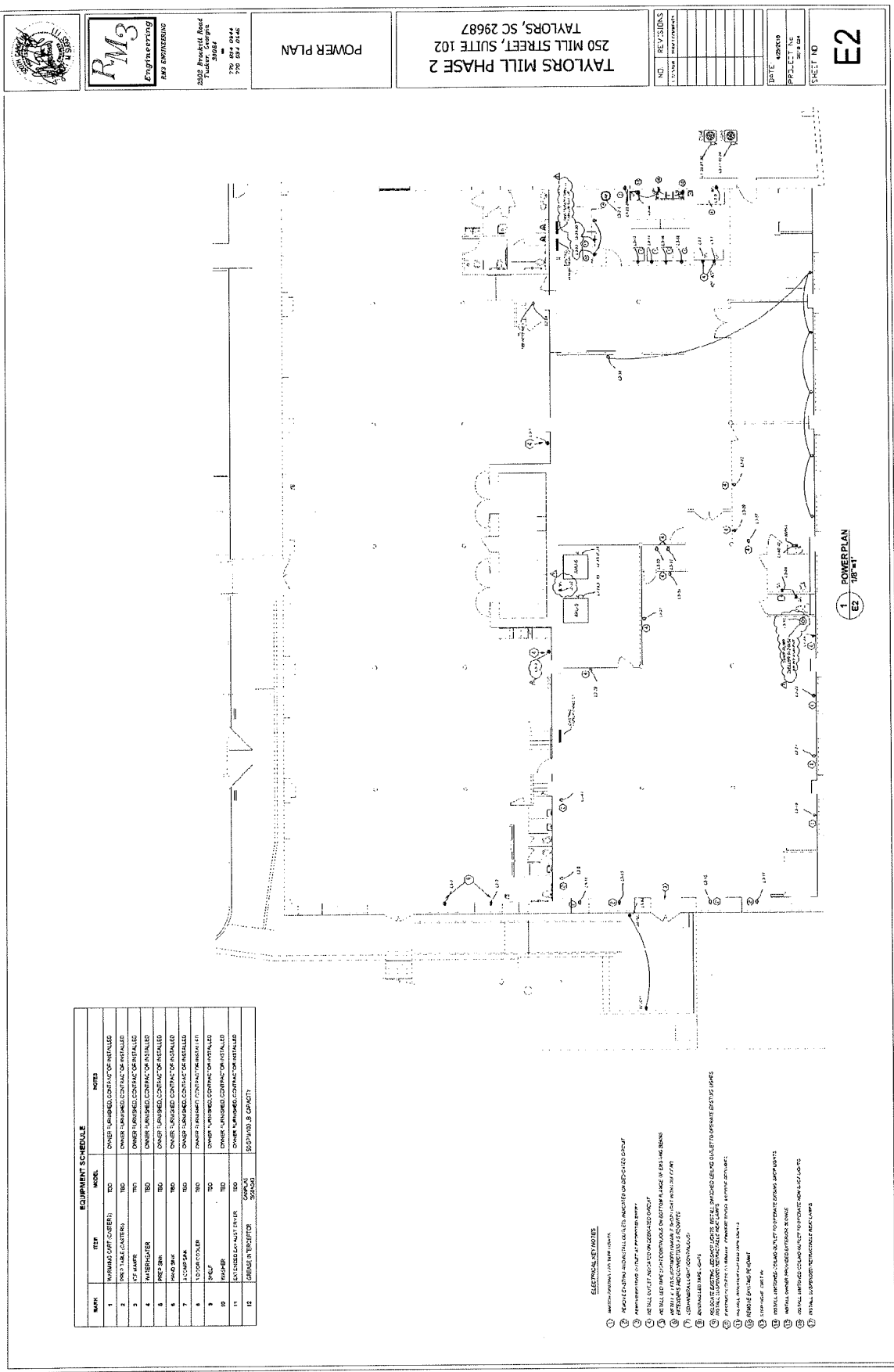
NOTES M1:

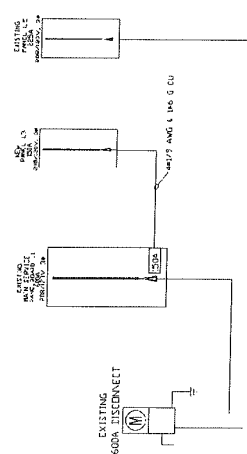
1. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
2. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
3. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
4. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
5. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
6. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
7. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
8. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
9. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.
10. SEE THE 2020 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2020 INTERNATIONAL PLUMBING CODE (IPC) FOR THE LATEST REQUIREMENTS.

OUTDOOR AIR AHU-1			
SPACE TYPE	SPACE VOLUME (CFM)	SPACE VOLUME (CFM)	SPACE VOLUME (CFM)
KITCHEN	1000	75	105
LUNCH	1000	75	105
CONFERENCE	1000	75	105
OFFICE	1000	75	105
STORAGE	1000	75	105
RESTROOM	1000	75	105
ENTRY	1000	75	105
RECEPTION	1000	75	105
LOBBY	1000	75	105
STAIRWELL	1000	75	105
MECHANICAL	1000	75	105
ROOF	1000	75	105
OUTDOOR	1000	75	105
TOTAL	10000	750	1050

OUTDOOR AIR AHU-2			
SPACE TYPE	SPACE VOLUME (CFM)	SPACE VOLUME (CFM)	SPACE VOLUME (CFM)
KITCHEN	1000	75	105
LUNCH	1000	75	105
CONFERENCE	1000	75	105
OFFICE	1000	75	105
STORAGE	1000	75	105
RESTROOM	1000	75	105
ENTRY	1000	75	105
RECEPTION	1000	75	105
LOBBY	1000	75	105
STAIRWELL	1000	75	105
MECHANICAL	1000	75	105
ROOF	1000	75	105
OUTDOOR	1000	75	105
TOTAL	10000	750	1050

[illegible]





1 ONE-LINE DIAGRAM
E3 N.T.S.

NAME NO		LAST-NAME		DATE OF BIRTH		PANEL L1 (EXISTING)		DATE OF BIRTH		PANEL L1 (EXISTING)	
BAPT 5006		VOL-AGE		BAPT 207, 38		BAPT 5006		VOL-AGE		BAPT 5006	
CIB	DESCRIPTION	BOOP	PAUSE 6	PAUSE 9	PAUSE 1	PAUSE 2	PAUSE 3	PAUSE 4	PAUSE 5	PAUSE 6	PAUSE 7
1	100-2	81		81		81		81		81	
2	100-2	81		81		81		81		81	
3	100-2	81		81		81		81		81	
4	100-2	81		81		81		81		81	
5	100-2	81		81		81		81		81	
6	100-2	81		81		81		81		81	
7	100-2	81		81		81		81		81	
8	100-2	81		81		81		81		81	
9	100-2	81		81		81		81		81	
10	100-2	81		81		81		81		81	
11	100-2	81		81		81		81		81	
12	100-2	81		81		81		81		81	
13	100-2	81		81		81		81		81	
14	100-2	81		81		81		81		81	
15	100-2	81		81		81		81		81	
16	100-2	81		81		81		81		81	
17	100-2	81		81		81		81		81	
18	100-2	81		81		81		81		81	
19	100-2	81		81		81		81		81	
20	100-2	81		81		81		81		81	
21	100-2	81		81		81		81		81	
22	100-2	81		81		81		81		81	
23	100-2	81		81		81		81		81	
24	100-2	81		81		81		81		81	
25	100-2	81		81		81		81		81	
26	100-2	81		81		81		81		81	
27	100-2	81		81		81		81		81	
28	100-2	81		81		81		81		81	
29	100-2	81		81		81		81		81	
30	100-2	81		81		81		81		81	
31	100-2	81		81		81		81		81	
32	100-2	81		81		81		81		81	
33	100-2	81		81		81		81		81	
34	100-2	81		81		81		81		81	
35	100-2	81		81		81		81		81	
36	100-2	81		81		81		81		81	
37	100-2	81		81		81		81		81	
38	100-2	81		81		81		81		81	
39	100-2	81		81		81		81		81	
40	100-2	81		81		81		81		81	
41	100-2	81		81		81		81		81	
TOTALS		2076		2076		2076		2076		2076	

[illegible][illegible]

TAYLORS MILL PHASE 2
250 MILL STREET, SUITE 102
TAYLORS, SC 29687

ELECTRICAL DETAILS



RM3
Engineering
RM3 ENGINEERING

2502 Brockett Road
Tucker, Georgia
30084

33

SHEET NO.

PROJECT NO.

[illegible]



P. M. 3
REGISTERED PROFESSIONAL ENGINEER
MECHANICAL ENGINEERING
SOUTH CAROLINA

2502 Prospect Road
Pawleys Island, SC 29687
770.894.0544
770.894.0546

PLUMBING PLAN

TAYLORS MILL PHASE 2
250 MILL STREET, SUITE 102
TAYLORS, SC 29687

NO.	REVISIONS
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT
7	ISSUED FOR PERMIT
8	ISSUED FOR PERMIT
9	ISSUED FOR PERMIT
10	ISSUED FOR PERMIT
11	ISSUED FOR PERMIT
12	ISSUED FOR PERMIT

DATE: 4/20/2019
PROJECT NO: 19-001
SHEET NO: P1

MARK	ITEM	QUANTITY	REMARKS
1	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
2	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
3	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
4	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
5	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
6	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
7	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
8	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
9	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
10	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
11	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
12	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY

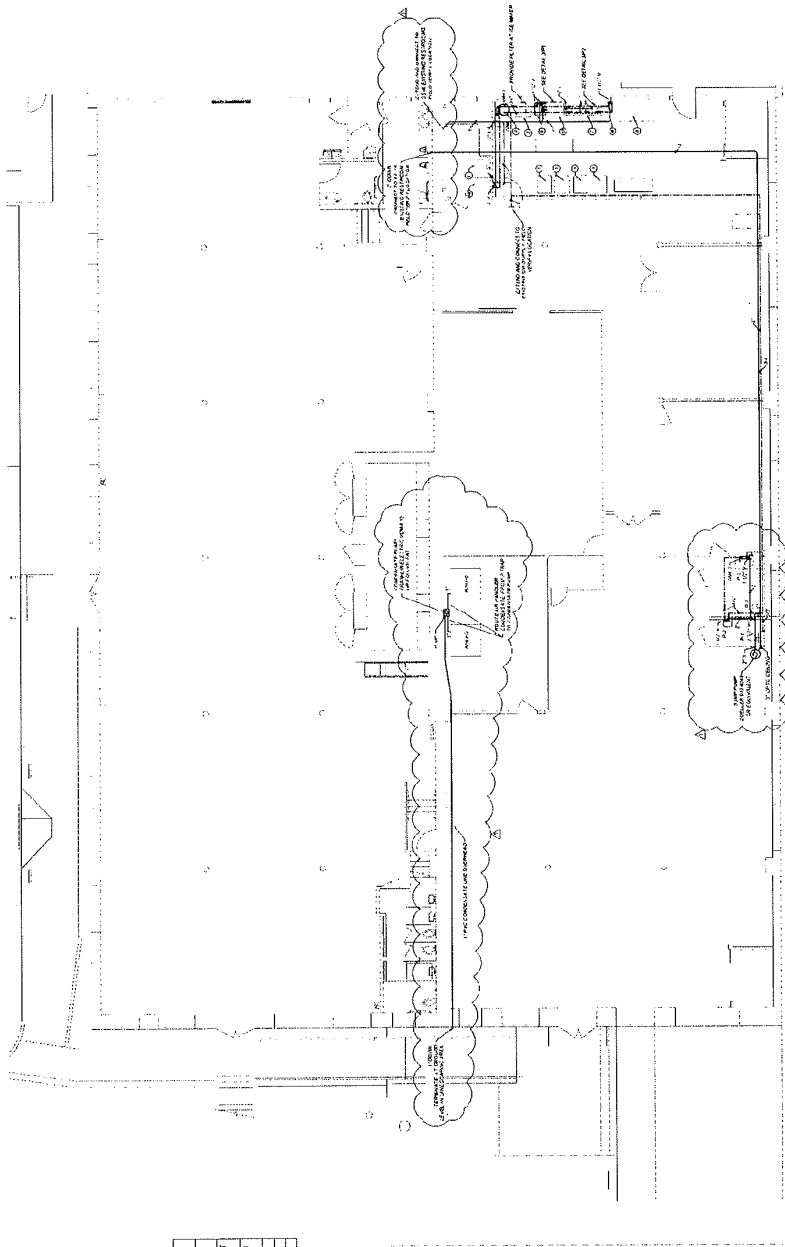
MARK	ITEM	QUANTITY	REMARKS
1	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
2	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
3	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
4	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
5	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
6	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
7	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
8	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
9	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
10	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
11	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY
12	WATER MAIN	150	WATER MAIN 12" DIA. CONCRETE/CLAY

GENERAL PLUMBING NOTES:
1. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
4. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
5. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
6. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
7. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
8. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
9. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
10. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
11. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
12. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).

GENERAL PLUMBING NOTES:
1. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
4. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
5. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
6. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
7. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
8. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
9. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
10. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
11. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).
12. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2015 SOUTH CAROLINA PLUMBING CODE (SCPC).

PLUMBING SYMBOL LEGEND
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN
WATER MAIN

PLUMBING FIXTURE SCHEDULE				
MARK	H2O WATER	H2O WATER	TO R VENT	WASTE DESCRIPTION
P-1	-	1/2"	2"	3" WATER CLOSET
P-2	1/2"	1/2"	1 1/4"	1" LAUNDRY
F-3	-	-	2"	3" FLOOR DRAIN
F-5	-	-	1"	1" FLOOR DRAIN
H-3	-	-	1 1/2"	2" FLOOR DRAIN
H-5	-	1/2"	-	- FLOOR DRAIN



1 PLUMBING PLAN
P1



2600 Peachtree Road
Atlanta, Georgia 30345
770 884 0944
770 884 0146

PLUMBING DETAILS

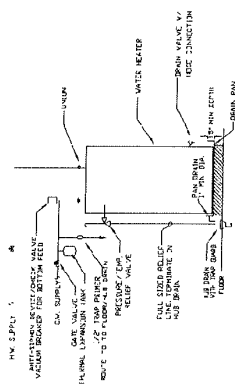
TAYLORS MILL PHASE 2
250 MILL STREET, SUITE 102
TAYLORS, SC 29687

NO.	REVISIONS

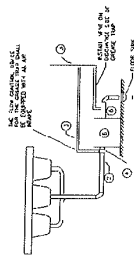
DATE	4/26/2018
PROJECT NO.	250 MILL

SHEET NO.

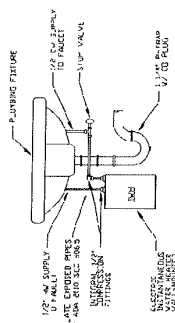
P2



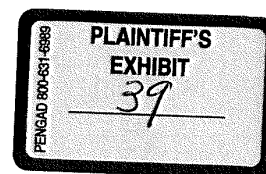
1 WATER HEATER DETAIL
P2 N.T.S.



3 GREASE TRAP DETAIL
P2 N.T.S.



2 WATER HEATER DETAIL
P2 N.T.S.



From: Caleb Lewis <caleb@taylorsmill.community> on behalf of Caleb Lewis
<caleb@taylorsmill.community>
To: Ashleigh Black
CC: Lawrence Black; Kevin Duckworth; Taylors Mill
Sent: 2/26/2019 1:25:18 PM
Subject: Re: Fire Inspection Results

Ashleigh,

Our attorney was out of town part of last week and I was out yesterday. We are working on a list of items that need to be addressed, and will send that out ASAP.

Thanks for following up.

Caleb

On Tue, Feb 26, 2019 at 11:41 AM Ashleigh Black <ablack@southernbleachery.com> wrote:
Hi Caleb,

Circling back on this to see if there is any update.

Thanks,
Ashleigh

On Thu, Feb 21, 2019 at 12:56 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Thank you. That helps.

On Feb 21, 2019, at 11:45 AM, Caleb Lewis <caleb@taylorsmill.community> wrote:

Lawrence,

It seems you have been misinformed. Mat spoke with Christy and A&M Mechanical, because they set off a sensor in HVAC 2, which is tied to the fire alarm.

Christy asked Mat about grading the concrete in Phase 2, and he informed her that this was not approved and is on hold until further notice.

No work can be done to the rear 8,000 sq ft without TMD consent and a separate agreement. This is all considered Phase 2. See the attachment for further clarification.

The front 8,000 sq ft, or Phase 1, is not the concern, unless you are planning to penetrate the wall/floor/ceiling, make changes to windows, changes to fire alarm circuits/wiring/sensors, the sprinkler system/risers or any exterior work. These will all need to be approved before work can begin. Normal maintenance and cleaning, as part of your day to day operations, is most certainly acceptable.

If any of this is unclear, please let me know.

Thanks,

Caleb

On Thu, Feb 21, 2019 at 9:26 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
Celeb,

For instance, yesterday we had A&M Mechanical scheduled to do routine maintenance on our Mechanical Systems installed with Phase 1. Matt told Christy that we were not allowed to be doing any work.

This is the mechanical systems for the construction plans that you approved in 2015/16 with ductwork that runs through the back room.

Scheduled during this 3 week period are floor cleaners, painters, cleaners, and handymen for front and back spaces unrelated to "Phase 2" construction plans.

You asked us to cease construction of phase 2. I do not agree with your reasons or your narrative, but I have complied nevertheless. I canceled scheduled electrical and plumbing contractors and additional drywall work.

However, If you mean to extend this to repairing windows, fixing locks, painting, changing lightbulbs, installing shelving, running security camera wire, servicing equipment, and leveling floors and the very long list of punch lists items related to aesthetics, safety, and operations, Repair, and maintenance, then this is an entire different matter.

We need you or your attorney to define very clearly what it is that you believe is a lease violation and what we can or can not do and provide justification.

Lawrence

On Feb 20, 2019, at 7:15 PM, Caleb <caleb@taylorsmill.community> wrote:

You were not given permission to build Phase 2 and that remains until further notice.

What specific repairs and servicing are you referring to?

Sent from my iPhone

On Feb 20, 2019, at 7:06 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

We believe you and Greg gave us approval for construction.

Nevertheless, my email was about repairs and servicing unrelated to the phase 2 construction plan.

I believe you are telling me that we can not do any work in our leased space. Is that accurate?

On Wed, Feb 20, 2019 at 6:59 PM Caleb <caleb@taylorsmill.community> wrote:
Lawrence,

You were made clear of what was going on last year and moved forward anyway. You will not move forward on any construction until you have approval and a separate agreement with TMD, per your lease agreement.

You holding back events to complete the construction is irrelevant, due to not having approval in the first place.

We will be back in touch when we have everything in order.

Caleb

Sent from my iPhone

On Feb 20, 2019, at 6:31 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

We did not book any events or tours during this period to complete servicing, maintenance, repairs, painting, cleaning, and other necessities of running our business. If you are saying we need to cancel all this, you need to be very clear about what is going on.

If your attorney is calling the shots or if he needs information to review, can you copy him to this email thread so we can figure out what it is you are asking for or what it is you want from us?

We held these weeks out from events for needed servicing, maintenance, repairs, painting, cleaning, and other necessities. If we need to cancel all this, please be clear what you want.

Lawrence

On Feb 20, 2019, at 3:28 PM, Caleb <caleb@taylorsmill.community> wrote:

That's correct. Our attorneys should have emailed and mailed a letter to you. If you did not receive it, I can have them resend.

Sent from my iPhone

On Feb 20, 2019, at 2:26 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

I believe you have a full set of plans.

Kevin, can you attach a full set of plans for Caleb.

Are you saying that you do not want us doing ANY work or repairs in our space?

Lawrence

On Feb 20, 2019, at 1:20 PM, Caleb <caleb@taylorsmill.community> wrote:

I was not. Please forward the information from the engineer and we can add that to our file. Our attorney's have advised that we wait until everything is decided before any construction is approved.

Thanks,

Caleb

Sent from my iPhone

On Feb 20, 2019, at 12:45 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:

Thanks Caleb. In the interim, were you able to connect with your plumber? Are you ok if we fix the floor?

Best,
Ashleigh

On Wed, Feb 20, 2019 at 10:48 AM Caleb <caleb@taylorsmill.community> wrote:
Ashleigh,

I am working with our attorneys on a path forward. There are concerns with the buildout and other items that need to be addressed. We will be in touch.

Thanks,

Caleb

Sent from my iPhone

On Feb 20, 2019, at 9:41 AM, Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:

Hi Caleb,

Have you had a chance to look at the plans?

Can we meet today or tomorrow to discuss any remaining concerns?

Best
Ashleigh

Sent from my iPhone

On Feb 15, 2019, at 12:39 PM, Kevin Duckworth <ansel2784@gmail.com> wrote:

The trench has been cleared of debris and the pipe at the end can now be unclogged below grade level. Matt said that at that point he would take over to make the drain function properly. Should I liaison with him?

On Fri, Feb 15, 2019 at 10:03 AM Caleb Lewis <caleb@taylorsmill.community> wrote:
Thank you Kevin.

Unfortunately, I am leaving for meetings and will be unable to look at the project with you today. We can follow up next week and come up with a plan, but we cannot approve this until I'm able to look into it more. We will need to have a full understanding of all construction before moving forward. I apologize for any inconvenience.

Thanks,

Caleb

On Fri, Feb 15, 2019 at 9:39 AM Kevin Duckworth <ansel2784@gmail.com> wrote:

If the major concern is the concrete filling the drains, we can remedy that immediately by cleaning out the grinding sludge and then blocking off the drain system entirely until the pouring is finished and then reopening it to the newly install floor drains. Unclogging the drain underground from the 50 years of non-use can be addressed at any point going forward. The new concrete and drains will not effect the existing system or clog it. The proposed modification is just to make the floor safe for occupancy and to remove tripping hazzards. This will ultimately increase the useable space and reduce liability to all parties. I will be happy to go over this area with anyone.

Thank you for your time,

Kevin

On Fri, Feb 15, 2019 at 9:15 AM Caleb Lewis <caleb@taylorsmill.community> wrote:

Kari let me know you had an engineer confirm that. Can you forward those details to me? I will try to stop by and look, but I have meetings starting at 10:30 and going all afternoon.

On Fri, Feb 15, 2019 at 9:12 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

This is not an active drain. It is not connected to any plumbing. It has not been for 50 years. The "sludge" is construction related. Please go look for yourself.

On Fri, Feb 15, 2019 at 9:09 AM Caleb Lewis <caleb@taylorsmill.community> wrote:

The issue with leveling the floor is the concrete sludge getting into the drains. This could be a major issue. The current sludge inside the drains must be remedied, and a solution to keep the sludge out of the drains must be in place, before I am willing to allow further construction.

Thanks,

Caleb

On Fri, Feb 15, 2019 at 9:01 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

Unrelated to the construction, are you saying we can not repair the concrete today?

On Feb 15, 2019, at 8:45 AM, Caleb Lewis <caleb@taylorsmill.community> wrote:

Kari will be handling all tenant related issues. Please continue to contact Kari for additional information/issues.

I have kept up with this and am up to date. Phase 2 was never approved. The emails from 2015 were for Phase 1 only.

Per Section 28 of your Lease Agreement *"All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof."* You are currently in violation of your lease agreement.

All construction must stop until this is approved. I am sorry if this is a burden, but you are not authorized to make these decisions. We will put together a list of items that need attention, and we will follow up.

Also, I was made aware that threats were made to Kari Walker personally and to TMD. This is childish and something we will not stand for.

I believe we can work all of this out, but TMD must be aware of all alterations to the building.

Please find Section 28 below and your lease agreement attached.

<image.png>

Best Regards,

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

On Thu, Feb 14, 2019 at 2:46 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
And again, Phase 2 is part of the original plans that were approved in 2015. The only concern raised about phase 2 were in the emails previously attached and that were then removed from the plans.

On Feb 14, 2019, at 10:40 AM, Taylors Mill <info@taylorsmill.community> wrote:

Approval was never granted. The email you have provided does not approve the construction for Phase 2.

I will need to have someone walk through your space with the contractor and approve the method of refitting before any modifications can be made to the drains.

Thanks
Kari Walker

On Thu, Feb 14, 2019 at 10:04 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
The floor drains are a tripping hazard and are troughs not drains connected to that one room. The crew will be replacing the floor troughs with proper floor drains and reconnecting to existing system. Nothing will be cut off, just installed to 2019 standards and correction of hazardous conditions.

Typically this would be done by the landlord. However, It was made clear repeatedly that TMD was not responsible for any life or fire safety upfits.

<image1.png>

On Feb 14, 2019, at 9:41 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence,

Thanks for the redline drawings.

Again, we did not approve the current construction. If I'm mistaken, please forward the written approval you received from TMD.

Regarding the concrete leveling, I have concerns about what holes are being filled in and the manner in which the work is completed. Floor drains, for example, shouldn't be filled with concrete as this can effect the internal drain system as a whole. Please provide clarification on what holes are being filled in, I may need to have TMD staff review them before work begins.

Thanks
Kari Walker

On Wed, Feb 13, 2019 at 4:49 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Kari,

The improvements underway are phase 2 of the original construction plans approved in writing by TMD in 2015.

The existing plans *have* been approved and are permitted by the County. The fire and safety plans have also been approved.

Based on the emails you referenced, we further modified the plans and suspended all improvements outside the leased space, including landscaping and exterior doorways.

The plans have been redlined and sent to the architect and will then go back to engineering.

I will follow up this email with the edits on the existing plans sent to the architect and share the refined version when we get them. I will also send a separate note on the fire tie in.

In the interim, we do wish to complete planned improvements that have not been disputed and have been scheduled.

The first such improvement is scheduled for tomorrow Thursday February 14 and involves filling in the holes/leveling the concrete floors in a portion of the back space.

The need to level the floors will not change in the updated plans.

Please advise if this poses any problems. It will take weeks to reschedule and incur costs.

Best

Lawrence

On Feb 11, 2019, at 11:26 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence and Ashleigh,

There were some e-mails back and forth, but TMD did not sign off on any final plans. Your contractor showed the fire marshal plans that have an exterior door being built and show tying into the Taylors Mill fire alarm system. These are 2 major concerns that need to be updated and addressed.

Please forward updated plans on to me for review. Once all items have been addressed, TMD can sign off on the plans for Greenville County approval.

Thank you,
Kari Walker

On Fri, Feb 8, 2019 at 10:38 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
Thanks, we will address those items.

I regards to phase 2 of construction, we modified the plans in response to Caleb's Feedback in May/June 1.
Exterior improvements are no longer being considered. The entrance is no longer being pursued.

Lawrence

On Feb 5, 2019, at 4:45 PM, Taylors Mill <info@taylorsmill.community> wrote:

As you know, today was the walk-through with the Fire Marshall. The list of items below will need to be addressed. Also, during the walk-through today I noticed there is a lot of construction underway. I don't have copies of plans or permits for the construction. I realize there was some back and forth emails in the past, but I don't believe anything was ever agreed upon, regarding new construction or up-fits. Any changes to the leased premises requires written permission from the landlord.

There was a contractor onsite who showed us the plan for the space and I noticed you have an exterior door marked on the plans. You do not have authorization to install any exterior doors in the building or to penetrate outside walls, floors, or the roof of the building. We will also need to discuss the fire alarm system as well as the work you've already completed being added to TMD's Master Plan. I have a call into the county and will need to review and approve these drawings before you move forward with any further construction.

Items from the inspection:

Your fire extinguishers are 2 years out of date

Open spaces were left in the panel, these need to have breakers or spaces, they cannot be open holes

The cover is missing from the old electrical panel in the HVAC room

The labels in your power panel are incomplete, emergency exits and light circuits need to be marked

Thank you,
Kari Walker
Taylors Mill Development

--
Kari Walker
Taylors Mill Development

--
Kari Walker
Taylors Mill Development

--
Kari Walker
Taylors Mill Development

<SignedLease - The Event Space.pdf>

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002
<Phase 2.pdf>

--
Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on

Mondays.**

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002



From: Ashleigh Black <ablack@southernbleachery.com> on behalf of Ashleigh Black
<ablack@southernbleachery.com>
To: Caleb Lewis
CC: Lawrence Black; Taylors Mill
Sent: 3/5/2019 4:20:42 PM
Subject: Re:
Attachments: A4 2-21-19 (1).pdf

Hi Caleb,

Thanks for getting back to us.

Please find attached an updated schematic, noting no additional exterior doors, bathrooms, or an increase in occupancy alleviating the concerns noted in points 2 and 3.

Regarding the fire alarm, we would like to set up a meeting with your service provider to better understand the cost you've outlined and what is involved to see if this is feasible. Please advise if you would like me to schedule or if you would prefer to handle it. We would like to meet with them this week or next at the latest.

Thanks for sharing the other points of interest for issues between the two Developments. I would like to request separating all Development issues that do not pertain to the upfit or our lease. Lawrence is happy to work with you on these separately.

Please share the full list of items that need to be addressed for Phase 2 construction.

Best,
Ashleigh

On Wed, Feb 27, 2019 at 5:03 PM Caleb Lewis <caleb@taylorsmill.community> wrote:
Lawrence and Ashleigh,

We've been reviewing the proposed phase 2 construction and there are a few items that we need to address. This is not an exhaustive list, but the following issues are currently under review:

1) The fire alarm panel does not have enough room to sustain the additional circuits needed for your phase 2 construction. An additional panel will cost roughly \$10,000, and we are not prepared to take on this cost.

2) Phase 2 plans to add to your total occupancy rating, which puts additional strain on traffic, road, parking, and millage on TMD's taxes. The additional bathrooms required to increase your occupancy also add to the maintenance and electrical usage of the sewer lift station. These items are a "good problem" to have but still an additional expense that falls to Taylors Mill. On current and new tenants this is covered by NNN @ \$.75 sq ft, which SBE does not pay. I would need to consider an addendum to the current lease, to add NNN for the 16,000 sq ft space.

3) The addition of a second exterior door needs to be removed from the plans and corrected plans need to be submitted. I also have concerns about the "courtyard" door, and who has access to that area as it poses both a life safety and security concern.

4 We also need to address some points between Taylors Mill and Taylors Village, and I've listed them

PLAINTIFF_02236

below...

- The fire and water pit
- We need to address procedures for use of Taylors Mill western docks, and be certain we both have a clear understanding of the easement already in place.
- Taylors Village use of TMD's sewer lift station. There is not an agreement regarding the use and maintenance of the lift station. It's an additional expense TMD incurs, and we'd like to discuss this further.

If there are any other points you'd like to address, please do so.

Thanks,

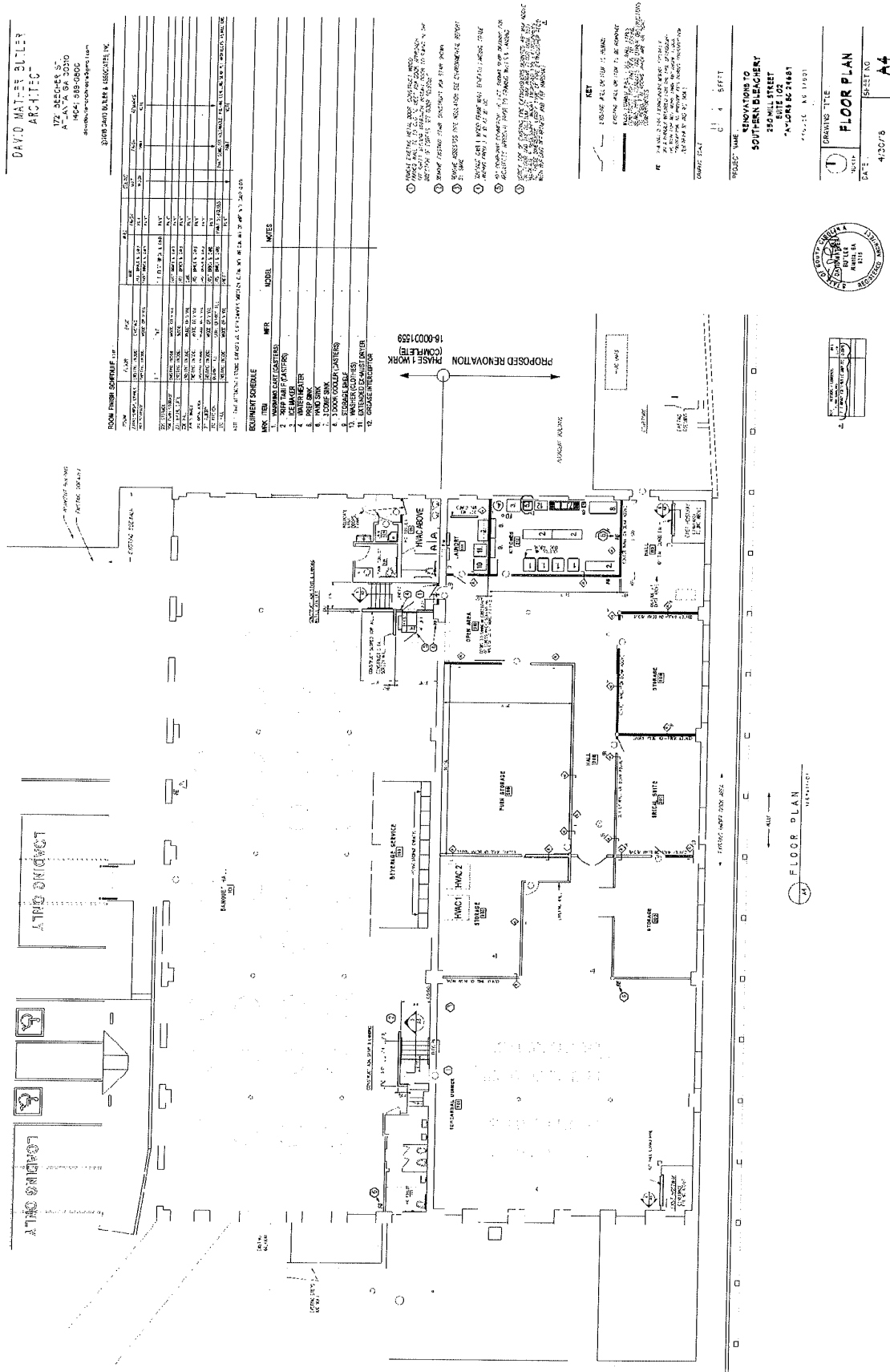
--

Caleb Lewis
Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **





From: Caleb Lewis <caleb@taylorsmill.community>
To: Margaret Ashleigh Black <ablack@southernbleachery.com>
CC: Lawrence Black <lawbla@southernbleachery.com>; Taylors Mill <info@taylorsmill.community>
Sent: 3/14/2019 3:42:27 PM
Subject: Re:

Ashleigh/Lawrence,

We remain adamant that all items need to be resolved before moving forward with your build out. Lawrence is the sole signer on the SB lease. Lawrence is also the one making decisions for Taylors Village in regards to the items listed below. These items have been lingering for too long, and we feel this is as good a time as any to find solutions.

- The fire and water pit.
- We need to address procedures for use of Taylors Mill western docks, and be certain we both have a clear understanding of the easement already in place.
- Taylors Village use of TMD's sewer lift station. There is not an agreement regarding the use and maintenance of the lift station. It's an additional expense TMD incurs, and we'd like to discuss this further.

I look forward to the follow up email.

Thanks,

Caleb

On Thu, Mar 14, 2019 at 2:46 PM Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:
Great - glad you two are handling the other. Caleb- is there any update on fire or any outstanding issues on the buildout?

Best
Ashleigh

Sent from my iPhone

On Mar 14, 2019, at 10:06 AM, Caleb <caleb@taylorsmill.community> wrote:

Thanks Lawrence.

I look forward to seeing the follow up email.

Caleb

Sent from my iPhone

On Mar 13, 2019, at 3:07 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

From your standpoint, I understand how it would be convenient if the event space lease and Taylors Village could be thought of as a single interest.

However, Taylors Mill Events and Taylors Village are not one person or in this case a married couple. They are

PLAINTIFF_00088

separate and distinct, not just in name, but in organization, operations, fiduciary responsibilities, shareholders, principals and so on.

Mixing our landlord/tenant relationship and our development relationship would only complicate things greatly for everyone involved.

I will follow up with a separate email regarding the issues that you raised that relate to Taylors Mill Development & Taylors Village.

Best,

Lawrence

On Mar 11, 2019, at 3:02 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:

Thanks Caleb.

I will wait to hear from you on the fire alarm.

Please send any other concerns or items pertaining to phase II construction necessary for your approval. As the other issues you've referenced are not connected to the lease, I am again requesting they be handled separately and you work with Lawrence on them.

Best,
Ashleigh

On Thu, Mar 7, 2019 at 11:50 AM Caleb Lewis <caleb@taylorsmill.community> wrote:
Ashleigh,

Thank you for the updated drawings.

We are waiting to hear back from the fire alarm company. We will follow up as soon as possible.

We feel it is in our best interest to work through everything at once, rather than separating the issues, and prolonging the process.

We will put together an updated list of issues that need to be addressed and get that over to you.

Thanks,

Caleb

On Tue, Mar 5, 2019 at 4:20 PM Ashleigh Black <ablack@southernbleachery.com> wrote:
Hi Caleb,

Thanks for getting back to us.

Please find attached an updated schematic, noting no additional exterior doors, bathrooms, or an increase in occupancy alleviating the concerns noted in points 2 and 3.

Regarding the fire alarm, we would like to set up a meeting with your service provider to better understand the cost you've outlined and what is involved to see if this is feasible. Please advise if you would like me to schedule or if you would prefer to handle it. We would like to meet with them this week or next at the latest.

Thanks for sharing the other points of interest for issues between the two Developments. I would like to request separating all Development issues that do not pertain to the upfit or our lease. Lawrence is happy to work with you on these separately.

Please share the full list of items that need to be addressed for Phase 2 construction.

Best,
Ashleigh

On Wed, Feb 27, 2019 at 5:03 PM Caleb Lewis <caleb@taylorsmill.community> wrote:
Lawrence and Ashleigh,

We've been reviewing the proposed phase 2 construction and there are a few items that we need to address. This is not an exhaustive list, but the following issues are currently under review:

- 1) The fire alarm panel does not have enough room to sustain the additional circuits needed for your phase 2 construction. An additional panel will cost roughly \$10,000, and we are not prepared to take on this cost.
- 2) Phase 2 plans to add to your total occupancy rating, which puts additional strain on traffic, road, parking, and millage on TMD's taxes. The additional bathrooms required to increase your occupancy also add to the maintenance and electrical usage of the sewer lift station. These items are a "good problem" to have but still an additional expense that falls to Taylors Mill. On current and new tenants this is covered by NNN @ \$.75 sq ft, which SBE does not pay. I would need to consider an addendum to the current lease, to add NNN for the 16,000 sq ft space.
- 3) The addition of a second exterior door needs to be removed from the plans and corrected plans need to be submitted. I also have concerns about the "courtyard" door, and who has access to that area as it poses both a life safety and security concern.

4 We also need to address some points between Taylors Mill and Taylors Village, and I've listed them below...

- The fire and water pit
- We need to address procedures for use of Taylors Mill western docks, and be certain we both have a clear understanding of the easement already in place.
- Taylors Village use of TMD's sewer lift station. There is not an agreement regarding the use and maintenance of the lift station. It's an additional expense TMD incurs, and we'd like to discuss this further.

If there are any other points you'd like to address, please do so.

PLAINTIFF_00090

Thanks,

--

Caleb Lewis
Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

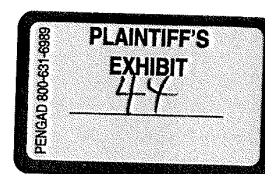
--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002



From: Caleb <caleb@taylorsmill.community>
To: Lawrence Black <lawbla@southernbleachery.com>
CC: Mat Pelligrino <mat@taylorsmill.community>; ablack@southernbleachery.com
<ablack@southernbleachery.com>; info@taylorsmill.community <info@taylorsmill.community>
Sent: 3/20/2019 1:08:26 PM
Subject: Re: Parking

Lawrence,

The Taylors Mill Tenant Festival is to celebrate all of the tenants of the Taylors Mill community, including you, and Southern Bleachery is welcome to take part. This was originally proposed for Saturday, 5/25/19, and after seeing that SB had an event on the calendar, I suggested Sunday 5/26/19 out of respect for SB. I'm curious as to what you consider a taunt or threat. We are acting in TMD's best interest for the entire community. If you see our actions and replies as a taunt or threat, I'll assure you they are not. To address your points below:

1. We have made clear that any approval of Phase 2, which has never been approved before, is contingent on resolving other issues as set forth in my March 14 e-mail:

- The fire and water pit
- The western docks
- The sewer lift station

Please provide your proposal on resolving these issues.

2. There are no loading zone or parking rights to "reaffirm." There remains 1 "Loading Zone" parking spot at the western portion of the parking lot, in front of SB. Is this not sufficient? I would be willing to negotiate 1 parking spot as a "Loading Zone" in front of SB for the understood rights of the dock easement, as TMD sees it. TMD will have access to all western dock doors without disturbances, and TMD may pour a concrete pad/ramp to allow TMD tenants access to the parking lot and the truck height docks below. Let me know if you'd like to pursue this route.

3. We have been enforcing the rules and regulations established for the Mill, and will continue to do so.

Southern Bleachery is not entitled to any economic damages, and we expect all rent to be paid in full and timely.

Thanks,

Caleb Lewis

Sent from my iPhone

On Mar 20, 2019, at 1:24 AM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

I have no interest in attacking your character. You, TMD, are our landlord. We have a legal contract with you. This is not a popularity contest. Personalizing it is not going to serve anyone well.

Escalating your attacks against our business with each email is not serving you well.

Close the entire parking lot and throw your own event?

Did you really send that after the taunts and threats you made the day before in this email?

Do you think anyone is going to see that as anything but an intentional and reactionary attack on our business?

We need to get back on track. This is what we are asking you to do.

1. Review, comment, and approve Phase II. Remember, Our position is that we are extending this review as a courtesy and that it has already been approved on different occasions by TMD
2. Reaffirm our loading zone and parking rights. I want to be clear. Continuing to interfere or making efforts to deprive us of a loading zone is tantamount to eviction. We can not operate an event space without a loading zone.
3. Enforce the events exclusivity clause in our lease and recommit to the negotiated rules and procedures that we worked on together last year.

Once this has been accomplished, we will ask that we be compensated for economic and other losses. We will submit a proposal for reimbursement with our next rent check.

Lawrence

On Mon, Mar 18, 2019 at 8:36 AM Caleb <caleb@taylorsmill.community> wrote:
Lawrence,

For nearly 95 years the back road has been used as a roadway and the western dock has been used as a drive thru dock. Only recently have you begun stopping this. Often times there is no reason why, other than letting everyone know you're getting your way. I'd like to point out that you and your staff have no problem parking in these spots as parking spaces, but whenever anyone else does it's an issue.

I'd like you to think about your comment regarding "ways to go about things" and think of yourself. TMD has been dealing with issues you've created for far too long, and that is not the way to go about things.

I am surprised that you'd accuse me of intentionally hurting your business. This is not and never will be my intention. This is an attack on TMD and my personal character. I want and need all of my tenants to succeed so TMD succeeds. Whether or not you ever grasp the idea of the Taylors Mill community, it is real and when a part of it, life/work is much easier due to having neighbors that care.

The notion of a truck being in front of your space causing any negative impression is odd. On Saturday, 3/16/19, not only did SB cone off spaces, but your red work truck was in the handicap zone in front of SB. This is not only illegal, but it also validates your idea of impressions to be a stretch. We're in a 95 year old building with 70+ tenants. There aren't going to be luxury vehicles everywhere you look, like a country club event venue.

Your employees have always been welcomed and treated with respect and will continue to be. I'm sure it's awkward telling the TMD owner that a vehicle needs to be moved, when their boss has instructed them to do so.

The unfinished space in phase 2 wasn't an issue in your initial business, so I'm not sure why it would be now. Had you gone through the proper procedure instead of doing things behind my back, there wouldn't have been an issue.

No TMD tenants have exclusive parking rights. We will be painting and marking the Parking spaces as previously stated.

You have created these issues. Please don't pretend I am the bad guy here.

Thanks,

Caleb

Sent from my iPhone

On Mar 16, 2019, at 4:07 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

For nearly 3 years this was not an issue. Only recently have your employees begun routinely blocking our entrance and parking in the loading zone. Often times, the rest of the parking lot is empty, but our little loading zone has Kari's car and your work trucks.

I understand you have a lot of wants from us, but this is no way to go about things.

If harming our business is your intent, you will be happy to know that you have been successful. On scheduled tours, our employees have to walk potential brides through your employee work trucks to get to our front doors. It's a terrible first impression for a business that is dependent on impressions and aesthetics. And then they get to see the unfinished half of our venue.

Our employees repeatedly have to ask for your employees to move vehicles their vehicles for deliveries. They feel ostracized and unwelcome where they work.

And as you would expect, our bookings have plummeted. And we also have great uncertainty around whether additional tactics you may implement would undermine our ability to provide an attractive and welcoming facility for current bookings as well.

So yes Caleb, we feel the pressure. Our business has been hurt.

I would however ask that you delay any painting until the other matters are settled. I would also ask that you allow our loading zone to remain free of any vehicles, and that we be allowed to cone off spaces in front of our venue for today's event and future events.

Lawrence

On Mar 16, 2019, at 3:05 PM, Caleb <caleb@taylorsmill.community> wrote:

Lawrence,

There has been an ongoing trend of incorrect information regarding 2 of the parking spaces in front of the Southern Bleachery space. You've threatened to tow my employee, told my tenants to move and your employees have been given bad information as to their parking rights. As you will recall, SB repainted & lined multiple

parking spaces in front of the leased space without permission. You and I had a conversation regarding the bright blue colors you chose, and I allowed you to paint the spaces black and add "Loading Zone." However, the agreement was under the explicit terms that these spaces would not be exclusively reserved for loading or for Southern Bleachery, but would remain open for all visitors to the Mill. In other words, the "Loading Zone" designation would deter some visitors from parking in the spaces, but they would remain permissive parking for all. Per your lease agreement and every TMD tenant's lease agreement, there are no exclusive parking rights. Since this has continued to be an issue, TMD will be painting over the "Loading Only" and striping the spaces in order to ensure that there are no more incorrect accusations regarding parking in the TMD parking lot.

Thanks,

Caleb

Sent from my iPhone



From: Margaret Ashleigh Black <ablack@southernbleachery.com> on behalf of Margaret Ashleigh Black
To: <ablack@southernbleachery.com>
CC: caleb@taylorsmill.community
Sent: lawbla@southernbleachery.com
Subject: 3/22/2019 2:27:17 PM
Parking

Hi Caleb,

I understand the area in front of the event space has been striped.

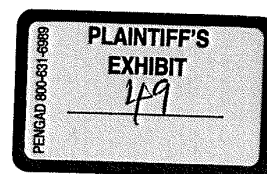
We have a wedding with 170 people tomorrow. We have multiple vendors making deliveries and unloading items. The bride and groom also do their sendoff in those spaces.

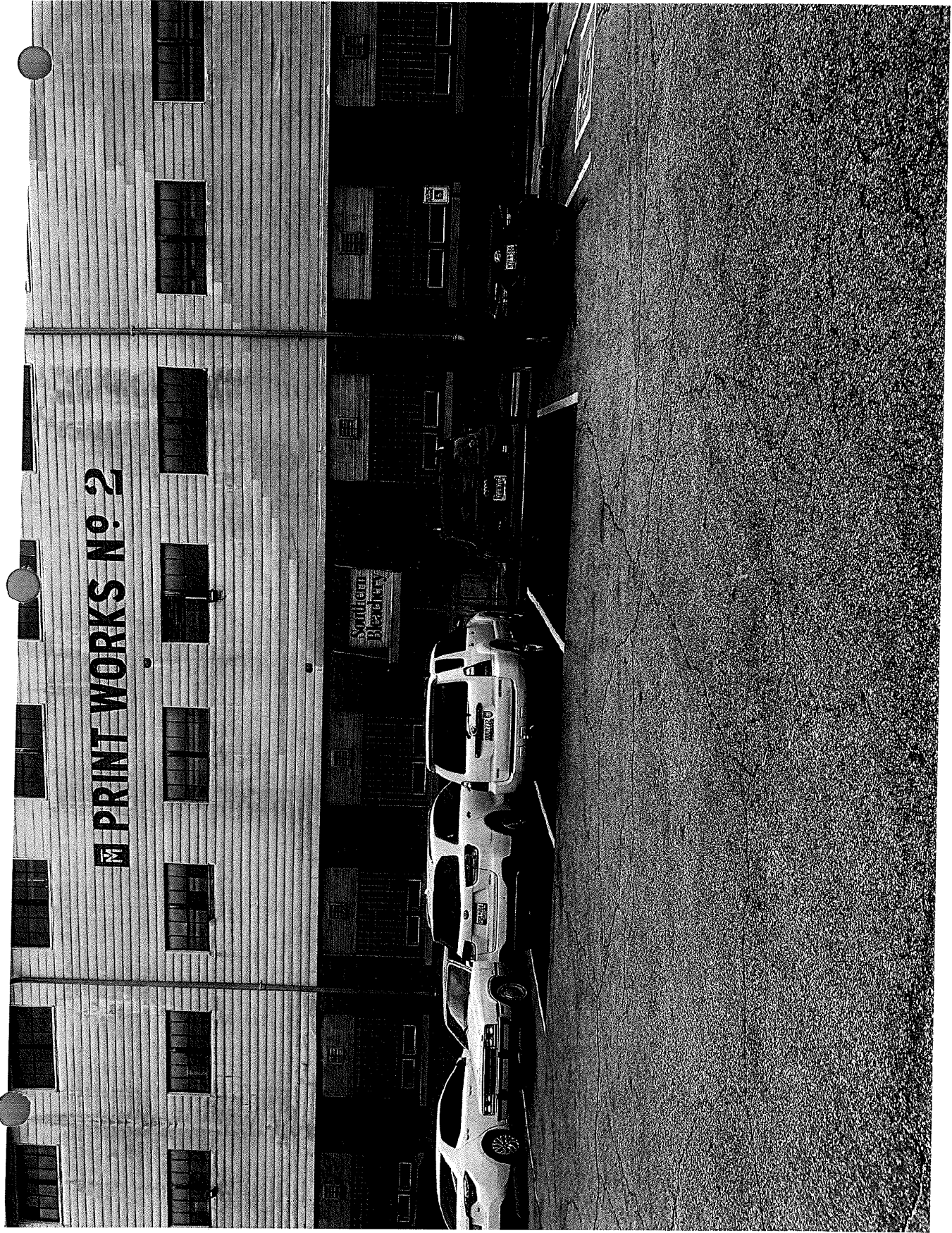
The send off cannot happen if cars are there. Loading outside of designated spots will block cars and back up the parking lot.

How do you see this resolved? Can this area be coned off during the required hours?

Regards,
Ashleigh

Sent from my iPhone





Message

From: Caleb Lewis [caleb@taylorsmill.community]
on behalf of Caleb Lewis <caleb@taylorsmill.community> [caleb@taylorsmill.community]
Sent: 3/29/2019 2:30:24 PM
To: Lawrence Black [lawbla@southernbleachery.com]
CC: Alexandra Cumbee [acumbee@southernbleachery.com]; Taylors Mill [info@taylorsmill.community]; Margaret Ashleigh Black [ablack@southernbleachery.com]; Mat Pelligrino [mat@taylorsmill.community]
Subject: Re: TMV/TMD requests

Please disregard the below TMD item. We heard back from ReWa today, and TMV is not connected to our lift station.

Sewer lift station. We propose TMV pays a yearly fee of \$500 for the use of the sewer lift station. (This fee will be a portion of the amount due for power consumption). We also propose an agreement be made that in the event maintenance is needed to the lift station, TMV will pay 1/3 of the maintenance cost.

On Fri, Mar 29, 2019 at 10:09 AM Caleb Lewis <caleb@taylorsmill.community> wrote:
Lawrence,

Please see below and let us know your thoughts.

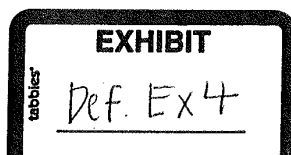
TMD items...

- The fire and water pits. We propose TMV pay half the cost of the new fire and water pit project.
- The western docks. We propose that the easement in place be properly defined, to specifically note all docks on the Western portion of the property will be accessible, and TMD will have full access to a concrete pad/ramp, which TMD will pay for. See attached picture for reference. These measurements are approximate and could vary slightly.
- Sewer lift station. We propose TMV pays a yearly fee of \$500 for the use of the sewer lift station. (This fee will be a portion of the amount due for power consumption). We also propose an agreement be made that in the event maintenance is needed to the lift station, TMV will pay 1/3 of the maintenance cost.
- The back road. We propose TMV sign a formal agreement allowing access on the back road, for emergencies only.

TMV items...

- TMD will agree to 2 loading zones in front of SB Events. One in the furthest western part of the parking lot (still in place) and one in front of the SB door. These will not be reserved parking spaces, but will be loading and unloading only.
- TMD will lease back the newly sodded courtyard by Junto Coffee, that is on TMD property. We are open to suggestions on how to go about this.
- TMD will allow access to the property below the bridge, outside the future Junto Coffee space.
- TMD will allow TMV and/or Junto Coffee to use the parking pad at the NW portion of the TMD building for parking.
- TMD will release the cease and desist order on the Phase 2 build out and a separate agreement will be drafted, per our lease agreement. SB will be responsible for all build out costs, including all fire alarm costs. SB will also begin paying an additional \$0.75/sq ft toward triple net.

After negotiations are complete, TMD and TMV will share the cost in drawing up contracts.



TMD00001317

Thanks,

Caleb



Sent from my iPhone

On Mar 28, 2019, at 9:30 AM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Ashleigh is cc'd on this. Apologies. Please respond to this email not the previous.

On Mar 28, 2019, at 9:29 AM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

I am cc'ing Ashleigh on this. She asked for an update. I believe I have addressed all of your issues with Taylors Village.

Lawrence

On Mar 26, 2019, at 2:36 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

Of your original demands, the western docks seems to be the only issue that involves my input. Access is not currently being denied. Are you asking to pour a ramp? Do you have plans? Do you have a proposal?

What more do you need from me to allow us to continue with our improvements and use of the event space?

Lawrence

On Fri, Mar 22, 2019 at 5:59 AM Caleb <caleb@taylorsmill.community> wrote:

Lawrence,

TMD00001318

Following up on your previous email, please see below.

- The fire and water pit

I have a meeting with Taft on Monday, and it appears as if things are moving smoothly. I'll keep you posted on the progression and details.

- The western docks

I appreciate you working with BF and SLR. We require access to the roll up door along the sidewalk. I don't believe it will be a daily need, but it will continue to be a need. We have also asked to pour a concrete pad along the dock, to give access to the ground level below the truck height docks.

- The sewer lift station

We believe all sewage from the 3 properties flow to the lift station, and we have a call into ReWa to confirm.

- the back roadway

I misspoke. Since we're bringing this back into the conversation, I want to propose to continue the back road as an Emergency Exit only.

We want to negotiate, and you are aware of the items we want.

Let me know where you stand on these items and your needs.

Thanks,

Caleb

Sent from my iPhone

On Mar 20, 2019, at 5:01 PM, Lawrence Black
<lawbla@southernbleachery.com> wrote:

Caleb,

This is in response to your Taylors Village related concerns that you raised in the Taylors Mill Events related emails

I am pulling them out into a new thread for sanity's sake.

- The fire and water pit

I'm not sure what you want from me here. If you have an update, construction schedule, or proposal that needs my attention or input, send it my way and I'll review.

- The western docks

An easement agreement exists between the properties for Ingress and egress to the concrete loading docks among other related items. It does not however provide for access to the ground level sidewalk area south of the loading dock that Southern Lumber Reclaimed uses. The easement also does not provide for parking or overnight parking.

Plans for that area have not been finalized. Chris at SLR has reached out and we have a temporary agreement for his customers. B&F continues to park personal vehicles in the lot and trucks overnight. I can accommodate them, but they need to communicate with me if they have special needs or will be parking overnight.

- The sewer lift station

The front property does not share the lift station you are referring to. We have our own service. If you have evidence to the contrary I very much would like to see it.

- the back roadway

TMD00001320

This was not on your list, but you made a big point of it in a previous email.

'95 years... it has been used as a roadway... and the western dock...as a drive through dock.'

I had to deal with these and other similarly erroneous and baseless claims from Greg.

Your roadway was a rail spur. Until very recently it was still intact, rails, ties, and all. No cars would have used it until after Kenneth acquired the property. Evidence can be readily found online, pictures of the spur have even been posted on TMD social media. You may also refer to the National RegIstry listing for the property, old satellite photos, historical photos, Sanborn maps, or just ask any of the dozens of people who have first hand knowledge.

The first reference of this being a proposed roadway was made by TMD's FDP in 2015.

Lawrence

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

TMD00001321

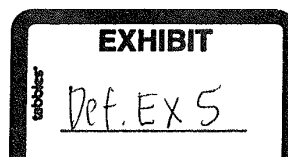
Caleb,

When I began my development efforts on the front 13 over 2 years ago. Greg was your partner and acted as property manager or the equivalent. Greg had an unconventional approach, preferring impromptu visits and drop ins, to scheduling meetings or sending emails. I was used to this from years prior building out the event space.

At that time, when issues came up that had not been discussed as part of the lease or business agreement, I always ended up just footing the bill instead of making it an issue. I did this because I wanted the space to happen, and because I was told the money was just not there.

Examples:

1. I paid for all of the exterior building improvements related to ADA, fire and safety, etc.
2. I paid for a new sidewalk, ADA ramps, and related improvements.
3. I paid for all ADA signage, designation, striping, and painting.
4. I paid for the loading areas to be painted, striped, and designated. And when you not like the COLOR they were painted, I even paid to have it changed to a color of your liking.
5. I paid for new stairs and code required hand rails from the parking area.
6. I paid to have the front and side doors reversed and updated to comply with for fire and safety code. I could have done so at less cost, but I did so, as I did with everything else, consistent with NPS guidelines.
7. I paid to have separate electrical service installed as well as the deposit.
8. Internally, I paid to have the fire, life and safety up-fits necessary to tie into your system for the whole property. I did so with a person YOU contracted with for the property and paid what were above market rates.
9. I paid for landscaping and mulching and plantings. And I continue to do so.
10. I did all of this with respected and insured General Contractors.
11. I paid rent for well over a year before we took occupancy.
12. I did so having never been told that you were not even able to enter into a lease for an event space because you did not have an approved



PLAINTIFF_03815

FDP and would not for a long time (you gave me 2 months rent for this oversight)

I can go on here for quite a while.

But here is the thanks you gave me.

1. We asked for a courtesy forgiveness for a missed lease payment. We were under construction, paying for it entirely out of pocket, had just had a baby, and had a history of paying you a month in advance. And what did you do? Not only did you deny this, but you also insisted on your calculation of an "18% interest" charge which you somehow interpreted as \$324. I pointed out to you at the time that this was not an "interest" calculation and encouraged you to change the language for future tenants. Nevertheless, I paid it, and continued to spend over \$500k of my money on your property.
2. Because you failed to disclose your lease with us to 13 Stripes, we are made out to be the fall guy when we object to their efforts to operate their lease and the parking lot as event space.
3. You direct Kari and other tenants and employees that our designated loading area, that we paid for, are available parking spaces. Kari makes a point of parking there every day even when there is an available space nearby,
4. Miscellaneous and unexplained fees are added to lease invoices
5. We are subject to seemingly unexplained and sudden rule changes — like not being able to cone off spaces necessary for wedding and event deliveries.
6. You use blackmail and threaten actions as a landlord to get what you want as a property owner. You do so even if it threatens the good of the entire community. That you positioned yourself how you did with the Indicraft Parade would be unforgivable to most people. And yet, I have told no one of your antics. Caleb Lewis standing in a gravel parking lot, putting his foot down to the biggest thing that happened on his property in 50 years, on a Friday at 4:30. That was the action of a clown. Not a man. Not a leader. Not a person who cares anything about community.

Again, I can go on with this. I'm sure you will challenge some aspect of the narrative, but it is much longer. And most of it IS documented.

The point is not to indict you. Last week, when I said that I was concerned for you, I was saying that as a man who has invested his all in developing space at your property and the neighboring property. I say that as someone who has learned much about the risks and liabilities of owning and developing these properties and see too many pathways where I could be irreparably harmed by your actions as a landlord and developer. I am most concerned about regulatory and environmental rules and regulations that place you at risk. I am also concerned about contractual obligations for leases that may subject you to liability were they challenged. I also have cause for concern regarding our standing and reputation as a Historical property and related tax credits. You agreed when you purchased the property to not do anything that would jeopardize these tax credits for a period of 10 years.

And my concern is for you who I recognize as someone who also has a lot to lose. I hope it is obvious at the end of this that I have no ill wishes for you, your family, or your livelihood. I think in time you will recognize that I am the best thing that could have happened to you.

I'm sure you don't think this now. To be honest, I do not know if you have any idea of everything that I have done.

And you don't have any sense of how this could have gone.

And were roles reversed, I do not believe you would extend the generosity and deference I have extended to you.

I of course will give you examples, but I am now only doing this as you have lately questioned my honesty, character, and intent.

And here I do not know what you know. As with the event space, I mostly interacted with Greg when it came to the development. Here too he was all about impromptu visits and drop ins.

Initially, he was just gathering information in his strangely clandestine way. Unusual because I have always been very transparent and outspoken on my event driven vision for the property to anyone who would listen. When construction began, Greg's visits became increasingly specific, and when the claims he made about easements, parking, and access changed to fit whatever argument he was making, I reached out to you and said I would not deal with him anymore.

I consider Greg a friend. I did then. And I do now.

I realize that you did not control what Greg said or how he acted, but you did reassure me on several prior occasions that he represent TMD on property management and that his positions were your positions.

But here's the deal if it is not clear.

1. You do not have an easement for the rear roadway. You do not have a lease. At different times you, Greg, or Alex have maintained that a signed easement had been entered into with Kenneth. Later that a one year agreement existed. And later that an *implied* easement existed.
2. Dock 1 has an easement for the loading docs. No dispute. It does not, and never has had a parking agreement for your tenants. You may have legitimate inquiry as to what the easement covers, and if you have cause to question my interpretation, by all means get professional guidance

And here is the truth as I lived it.

You entered into lease agreements before you could legitimately do so. You took deposits and lease payments and encouraged lessor(s) to spend money to up-fit your property. You did so before you had an FDP in place. You knew that occupancy would not be granted to these leases. Even if the tenant paid for everything, completed construction, complied with all federal, state, and county regulations and codes, their occupancy would be withheld because you did not have an approved FDP.

Furthermore, even if you had an approved FDP, occupancy could be withheld if improvements and agreements required by the FDP were not met. Your FDP made many assumptions and impositions on a property

that you DO NOT own. Shared parking agreements and NEW easements were promised by your FDP that you have yet to deliver.

All of this happened well before I became involved on the front property.

But once I learned of all the particulars,

Here is what I DID

I altered my FDP to accommodate your mistakes. I spent more than \$150k as a short term solution to accommodate you. Happy to show you the spreadsheet. In return I asked for 2 things.

1. That you come up with a new FDP or work with me on changing the PD. I proceeded to do most of the work for you. I paid for plans. I did the impossible and negotiated a lease with Norfolk Southern for a right away and parking and I am currently in the second year of paying for that lease. Much time has passed.
2. That you honor my property and do your best to restrict or limit traffic from using the back Lane.

Again, I do not know how much of this went through Greg, But in at least the past 12 months it has gone through you. And you have not made any efforts in these regards to my knowledge. This includes installing separate fire lines and separately metered water service. Again, I had my people try to help you out by doing the leg work for you. I offered to integrate it into our contraction schedule. I paid for work arounds. I halted entire parts of the civil engineering plan. And I can not complete the Warehouse buildout until you do so. I don't know how to put a price on this part. Because it is my time. It may be only \$25-\$50k in real costs, but it is my time and opportunity that you take from me. And all I get is "I don't want to spend any money until I buy Greg out." And then saying, "I am more like Kenneth." I no longer believe you have any intention on making even the most modest investments to your property. I don't believe that you have any interest in the historical significance of this property and you are a poor steward of this property.

Please tell me why I should continue the charade. Tell me why I should not tell James Baker that you do not have an easement and never have.

And don't tell me again that my lease would be jeopardized because we may lose occupancy.

This is all your problem. Please take the time that I have here and explained to me why I should continue to do everything I have done for you and continue to spend the money.

And tell me how you are going to make it right.

I am giving you a hard copy of this for a reason. In the hope that you may take the time to read what I took much more time to write. And not just send it to an attorney. Because I am very confident in my position. And I am certain that you underestimate me, and undervalue everything I have done for this development that benefits you directly. And I do not want you to make a big mistake as you suggested earlier this week. You said you can not deal with me and that it should go through attorneys. That is the same thing you said with the original lease. I advised you that the lease was not to your advantage. I did this in email and text and in person. Check your notes. And what did you say in response? You then said your attorney said that my attorney was terrible. As if we were in a school yard.

18 months later, you change the TMD lease, used a reputable law firm as I advised, but then proceeded to try and get me to change our lease to your new lease. When we demurred, you resorted to blackmail. You said our future improvements would be withheld. Or that the event rules and guidelines would be withheld. Rules that my wife and Alex worked countless hours on for your benefit. As is, you now have no rules in place. And we are subject to your caprice and favor.

At a meeting about the original lease and the guidelines everyone had worked on, you suggested I wrote the initial lease, did so maliciously, and that if I knew what "shame on you."

Yes, you said "shame on me." I invited you to go back to that lease agreement and read the emails. I hope you have done so. You do not need to apologize. I am not pulling any punches here. Hopefully I do not trigger your pride. Because if you do not recognize your faults, this was wasted effort.

I want you to succeed. I have no interest in owning your property. Zero Interest. My advise and good will toward you and your success is unwavering and is in the same spirit that I texted you last month about the train station hanging signage on asbestos piping. This is real Caleb. If you do not understand how something like this is a risk to you and me, PLEASE LET ME HELP YOU.

Go back through your texts and emails. Was raising concerns about liabilities involving snow and ice removal offensive? I apologize. And for the rest. If my manner of communication is not to your liking, I apologize. We share a common interest and I am on your side. If that is not obvious to you, then perhaps it is best as you suggested that we communicate through attorneys.

Again I could go on.

Bottom line. I believe I am the best thing that has happened to you.

If you find an attorney that once appraised of all details, still advises you differently, then so be it. I am all in, and have been for a long time. I am risk adverse as you said. And you will not find a better neighbor, or a more diligent counter part. Again, I wish you the best.

Your tenants in Dock 1 have reached out to me about leasing parking spaces. I will be fair to them regardless of your actions or representations in the past. I have extended them free and unlimited parking for 2 years and hope you can appreciate that.

As I have done the same for you and the rear roadway. But here I need your assurance that you will do everything you can to restrict traffic. If you can not do so subtle and effectively, I will do so. Alternatively we can enter into a lease with very clear goal posts. Again I will be fair.

I am offering you a path forward. But it is going to take a lot of communication between us. And it does require that you recognize your debt to me. I understand that may be too much for you to accept. Nevertheless, I am hopeful. I wouldn't be here if I wasn't.

Lawrence

Excuse all grammatical errors. Written in one long sitting.

List of TV/SB Assets

- PW2101 Suite: "The Venue"
- 232 Expansion: "The Marketplace"
- 100 Mill Street: "Filtration Building"
- 226 Warehouse: roastery/bottling/light assembly type tenant and BBQ window.
- Indigo Pines Clemson House

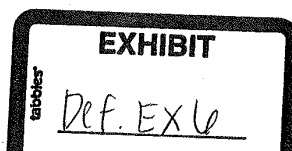
SB Construction

- Phase One: Expected End of August
 - Marketplace
 - Horizontal Improvements
 - Land grading and terracing for amphitheatre/Park
 - Irrigation System
 - Plantings
 - Adding additional parking in Dock No. 1
 - Trail system/ Trail Head
 - Back road rerouting
- Phase Two: Later

Taylor's Mill Development and Southern Bleachery Venue as as a landlord/tenant/business partner

Ashleigh is the contact

- SB would like to expand their SB Venue
 - Components
 - Plans submitted (and approved to the county for the back 8,000 ft sq.
 - Side Entrance needs to be created
 - Landscape that area
 - Not removing the existing stairwell to PW1 glass doors
 - Items to discuss
 - Improvement allowance.
 - Landscaping allowance.
 - Side entrance demo.
 - Overhead pipes
- SB has questions/concerns about their lease with TMD.
 - SB would like TMD to stop 13 Stripes Brewery from using their space as an event space.
 - Issue: 13 Stripes Brewery is hosting large organized events for profit (increased sale of alcohol).
 - Bottom line: lease recognizes that SB Venue can be the only spaced leased for use as "event space."
 - Not an issue with the *marketing oriented enticements*
 - Bigger parking lot events have negatively impacted their business



PLAINTIFF_05649

- 2018-04-14 Next High School Event demonstrates necessity of event exclusivity and related expertise. 13 Stripes had no infrastructure or plan to accommodate the event. Incident created extra demand on SB staff and presented liability risks to both properties.
- Transitioned from creating marketing oriented events to soliciting and hosting events in competition with Southern Bleachery. It violates their lease, encroaches on their customer base, undermines their business model, and harms the reputation and good will of SB Venue. Examples of perceived lease violating events:
 - Hymns and Hops
 - Greenville Craft Beer Week Event
 - Next High School
 - Football Club Launch Party
- Explanation of reasons SB should be only venue at Taylors Mill beyond exclusivity clause:
 - SB has a model: They can host events for a discounted price or for free by providing bar service and catering
 - Investment and continued investment in improvements was predicated on being the only venue at TMD.
 - It is best for the whole development to have a single funnel for all events.
 - People come to SB for the Mill vibe and if 13 Stripes Brewery can let people use their space for free than it turns into a price race to the bottom for Southern Bleachery, which makes the business untenable.
- SB would like TMD to revised their Common Space Usage Policy
 - Making the parking lot a venue
 - Having to look out for emails and "defend" their lease is a burden
- SB would like TMD to investigate and correct the sewage smell during and after period of rains that have negatively affected their business.
- SB would like to add more landscaping in front of SB.
- SB would like TMD to add stop signs and painted crosswalks with defined path from overflow parking areas.

Taylors Mill Development and Taylors Village as neighbors

Lawrence is the contact

- Back Road
 - TV will not be able to accommodate rear alley traffic crossing over to to Mill Street
 - Current plans for access through park and Marketplace building are a short term solution. Traffic will be restricted during events to emergency vehicles.
 - TV has solution should TMD not be successful
 - Alternate traffic path follows historic roadway. TMD and TV will need to change to PD/FDP allowing exit onto School St.
 - TV will help TMD secure NFS easement. TV will provide easement and access over TV's property and NFS easement already secured.
 - Construction and maintenance agreements between TMD and TV necessary.
- Parking
 - Dock No. 1
 - TV would like to be able to directly contact B&F Material Handling.

- B&F must communicate with TV concerning overnight parking and deliveries. B&F continues to park trucks and cars overnight and leave large deliveries in parking lot for extended periods.
 - TV will accommodate if B&F communicates.
- Regular Parking
 - TV would like add/improve parking space across the street from Boiler Room Building up to 215 Mill Street.
- Shared Parking
 - Shared parking agreements between the two properties are in everyone's interest.
- Event Parking.
 - Overflow parking on field.
 - TV will secure satellite parking for larger events
- Water Line
 - TV will alter where it ties into waterline. Current line will be removed.
 - TV and TMD will need to separate billing.
- Gravity fed pipe
 - Explore getting the pump working at the space underneath the bridge
 - TV would like to improve area under the bridge.
- Common Areas
 - TV would like TMD to consider continuing trails developed by TV. LB will provide connection points.
- Entrance
 - TV would like TMD to collaborate or allow TV to clean up trees and brush on left at entrance
- Sidewalk Improvements
 - Help improve sidewalk infrastructure
- Photography
 - Alex Note: New TMD Photo sign differentiating in the property line will be installed soon.
- Firepit
 - TV and TMD need to have additional discussions about this and additional research will be needed.
- Welcome Sign
 - Current sign in front of 226 Mill Street warehouse must be moved/relocated for new parking lot. TMD can reuse or TV would be open to buying/trading for it.

Ways to foster better relationships

- Outcomes/Key Goals
 - Rely on each other to cover for one another when needed
 - Advise and share best practices
 - Advise what we learn
 - Forum to discuss these things and how to move forward
- Forums/Opportunities to get together

Message

From: Margaret Ashleigh Black [ablack@southernbleachery.com]
on behalf of Margaret Ashleigh Black <ablack@southernbleachery.com> [ablack@southernbleachery.com]
Sent: 7/11/2018 1:41:06 PM
To: Caleb [caleb@taylorsmill.community]
CC: Lawrence Black [lawbla@southernbleachery.com]
Subject: Re: Meeting Recap 10 July 2018

Thanks Caleb - we feel the same.
Best
Ashleigh

Sent from my iPhone

On Jul 11, 2018, at 7:52 AM, Caleb <caleb@taylorsmill.community> wrote:

Lawrence/Ashleigh,

It was nice meeting with both of you yesterday and catching up. I'm glad we got all the information on the table. I feel we will get a lot accomplished from that meeting.

I know we won't always agree, but I appreciate the difference in opinions. I know you two have creative ideas that will benefit the mill. I promise to keep an open mind as we work through everything.

I spoke with Alex yesterday, and he is on board with drafting up the items we suggested. We will get back to you ASAP with those items.

Thanks,

Caleb

Sent from my iPhone

On Jul 10, 2018, at 2:39 PM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence & Ashleigh Black, Caleb Lewis, and Kari Walker attended the meeting
10 July 2018.

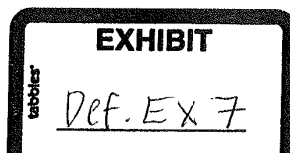
Action Items:

Ashleigh will send plans and scope of work details for Phase 2, the new back door and pathway, and the plan for using or closing off the elevator shafts to Caleb.

Caleb will speak to the attorney about drafting the construction addendum for leasing the door and pathway, drafting the scope of work agreement separate from the addendum about the work to be done and who is responsible for those costs, and drafting a possible clarification to the events exclusivity clause.

Alex will work with both parties to clarify and expand the events policies and guidelines for events at Taylors Mill.

Topics of discussion included:



TMD00001677

Events Policy

Ashleigh expressed a desire for further guidance and clearer written policies for events that occur at the Taylors Mill. Southern Bleachery has made investments based on the business model of being the exclusive event space for hire at Taylors Mill.

The value of protecting the event experience and reputation at Taylors Mill was discussed. Badly managed events of any kind negatively affect the reputation of the Taylors Mill and extend that reputation to Southern Bleachery's events here. Listed items of discussion included the Next High School event where children were not properly contained within the approved footprint, sloppily constructed parking lot barricades at past events, roadway and traffic control problems such as when Carolina Recycling trucks were blocked by guests' vehicles, and the question of whose staff is in charge of remedying problems as they arise.

Ashleigh would prefer that lot closures be reduced or eliminated entirely. The nature of the changes that have occurred over the years was noted, as was the fact that the uncertainty of the future creates challenges for all of us as planners. Caleb noted that Southern Bleachery uses the parking lot for sparkler send-offs and that patrons of events leave broken glass in the lot. Ashleigh noted that Southern Bleachery's staff bears responsibility for cleaning up broken glass and spent sparklers or directing traffic, and that it is important for the tenant holding any event to properly allow for staff to manage these things. It was noted that better communication of timetables was needed for events. Joint events such as Second Fridays and the proliferation of questions & potential problems they create was discussed.

It was agreed that a more detailed policy is needed. We decided that Alex Reynolds, in conjunction with all parties, would help to clarify the policies and create procedures for handling these concerns.

Construction Clause

Section 28 of the lease says that construction specifications must be put in a separate agreement with written approval. We decided that this is a 2 part requirement:

- 1) An addendum needs to be added to the lease specifying Southern Bleachery's use of the back door and pathway. Caleb will speak to the attorney about drafting this language for review.
- 2) A separate "scope of work" agreement needs to be made detailing the work to be done (a new door installed, pathway created, fire alarm extended) and who is responsible for the cost of that work. Ashleigh will forward the details and plans of the work to be done so that this agreement can be drawn up with expediency.

Exclusive Use Clause Clarity

The exclusive use clause in the lease is very broad. Caleb will ask the attorney to draft up some language as an addendum to clarify this clause, to be reviewed by all parties. Current understanding by all parties is that the clause should prevent outside parties seeking to host an event in Taylors Mill environs from contracting with a tenant aside from Southern Bleachery.

Specifically, that the language is set out to avoid anything along the lines of "Michelin's TICAR Division Party at the Farehouse" while "Farehouse's Wine Tasting Dinner" is an acceptable promotion of the Farehouse's business.

We agreed that even with clarification there is a lot of room for "gray areas" in anything written. Caleb noted that some approval or disapproval may be required by Southern Bleachery on these unforeseen gray areas. Ashleigh expressed

concern about giving or withholding approval because that would make Southern Bleachery appear as the bad guy. No consensus could be reached on what exactly would be the best way to proceed. It was agreed that we would at least have this language drawn up for later review.

--

Kari Walker
Taylors Mill Development

TMD00001679

From: Lawrence Black <lawbla@southernbleachery.com>
To: Margaret Ashleigh Black <ablack@southernbleachery.com>
CC: Margaret Ashleigh Black <ablack@southernbleachery.com>
Sent: 2/5/2019 5:27:28 PM
Subject: Re: SB Phase II Construction Update / Review

Ok, never mind. we can just tell him that we are not pursuing the doors. That is all this says

On Jul 2, 2018, at 2:18 PM, Caleb Lewis <caleb@taylorismill.community> wrote:

Ashleigh/Lawrence,

I sent the email below on 5/21/18 and did not receive a response. I want to make sure we're all on the same page, before any construction begins. Please keep in mind that we cannot approve any construction to the exterior of the building or outside your rented space, until we discuss this further.

Thanks,

Caleb

On Mon, May 21, 2018 at 1:50 PM, Caleb Lewis <caleb@taylorismill.community> wrote:
Ashleigh/Lawrence,

We looked over the plans, and the only interior question we have is in regards to both elevator shafts. What is the plan for each?

Regarding the additional exterior door, landscape and changes to the outside of the space, this will require an addendum to the current SB lease, as this is not currently listed as leased space. Let me know when ya'll would like to discuss this further.

Thanks,

Caleb

On Thu, May 17, 2018 at 11:45 AM, Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:
Thanks Caleb, I do just want to make sure we are all on the same page. The attachment with notes that came through with your email is the original design that was previously approved in October of 2015. The revisions to those plans are the other attachment I sent that moved the second entrance to the other side of the building. There are no changes to the parking spots and there is no back area planned out the side door that our businesses share.

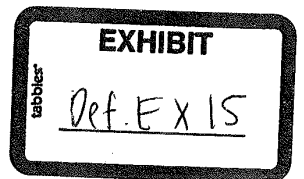
Best
Ashleigh

Sent from my iPhone

On May 17, 2018, at 11:28 AM, Caleb Lewis <caleb@taylorismill.community> wrote:

Ashleigh/Lawrence,

Thanks for sending this over. The interior looks nice. We would like to make sure none of the current utilities, plumbing along the ceiling mainly, are altered without our permission. There are a



few red flags on the exterior plans. We will contact our architect and engineer to see if they share our concerns or if they are of no concern. I will be out of the office the rest of the week, so I will be slow to respond to anything until Monday. Please find the attachment with some notes

Thanks,

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

On Wed, May 16, 2018 at 12:24 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:
Hi Caleb and Greg,

We are ready to submit our revisions to the county for Phase II of construction. I'm attaching the original plans TMD approved in October of 2015 as well as the updated ones for your review. The changes are mostly cosmetic -- flipping the sides of the room/relocating storage and dressing/sitting area/bathrooms based on use, minimizing the kitchen to a prep area, and then we have added an additional entrance for caterers and flips. Please let me know if you have any questions or would like to discuss.

Best,
Ashleigh

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
664-991-5002



Taylors Mill <info@taylorsmill.community>

Construction Odors

2 messages

Taylors Mill <info@taylorsmill.community>

Mon, Dec 17, 2018 at 10:03 AM

To: Christy Stevens <cstevens@southernbleachery.com>, Ali Cumbee <acumbee@southernbleachery.com>, Lawrence Black <lawbla@southernbleachery.com>, Margaret Ashleigh Black <ablack@southernbleachery.com>

Bcc: Caleb Lewis <caleb@taylorsmill.community>, Mat Pellegrino <mat@taylorsmill.community>

An abrasive odor is coming from your space, it seems it might be from a cutting torch or saw. Please have the project halted, as it is making tenants sick on the second floor. Construction projects require prior approval, and use of malodorous processes will need to be scheduled so that other tenants won't be disturbed.

Thank you,
Kari Walker
Taylors Mill Development

Taylors Mill Village <taylorsmillvillage@gmail.com>

Mon, Dec 17, 2018 at 10:07 AM

To: Taylors Mill <info@taylorsmill.community>

I will check on this.

[Quoted text hidden]

EXHIBIT

Ref. EX 17

SMS with Caleb Lewis

karissima@gmail.com <karissima@gmail.com>
To: Caleb Lewis <8649915002@unknown.email>

Tue, Feb 5, 2019 at 12:04 PM

Southern bleachery has built a bunch of walls and is planning to punch a door out through the outside wall? Do they have *any* approval for this stuff because otherwise I'm calling Dean and getting the permit pulled, this is ridiculous

SMS with Caleb Lewis

Caleb Lewis <8649915002@unknown.email>
To: karissima@gmail.com

Tue, Feb 5, 2019 at 12:05 PM

No, they have not been given permission.

SMS with Caleb Lewis

karissima@gmail.com <karissima@gmail.com>
To: Caleb Lewis <8649915002@unknown.email>

Tue, Feb 5, 2019 at 12:15 PM

We might need the attorney to draft some kind of stop work letter. I left a message with Dean.

SMS with Caleb Lewis

karissima@gmail.com <karissima@gmail.com>
To: Caleb Lewis <8649915002@unknown.email>

Tue, Feb 5, 2019 at 4:39 PM

So Dean is going to get back with me, he thinks we can request a stop work order on that permit. I sent the easement drawings to be printed, I'll have to pick them up and mail them in the morning unless they can get them back to me pretty quick. Sorry.

TMD00003545

SMS with Greg Cotton

karissima@gmail.com <karissima@gmail.com>
To: Greg Cotton <8644447000@unknown.email>

Fri, Feb 15, 2019 at 9:41 AM

Here's an odd query: Do you remember if you ever gave Lawrence authorization to start construction over in the back of his space?

SMS with Greg Cotton

Greg Cotton <8644447000@unknown.email>
To: karissima@gmail.com

Fri, Feb 15, 2019 at 9:42 AM

I for sure never did. Always left that up to Caleb.

SMS with Mat Pelligrino

karissima@gmail.com <karissima@gmail.com>
To: Mat Pelligrino <2032151294@unknown.email>

Thu, Feb 14, 2019 at 11:34 AM

Need you and Bobby to meet me at 1, we are going to walk through the event space to look at their plans for these drains

SMS with Caleb Lewis

karissima@gmail.com <karissima@gmail.com>
To: Caleb Lewis <8649915002@unknown.email>

Thu, Feb 14, 2019 at 3:28 PM

Well Lawrence came by and he's hot and bothered. I told him if he has written approval please show it to me, and that he cannot pour concrete until I get this reviewed. He muttered some vague threats about how we are making a big mistake and he's going to tow my car and "stop all events" and blahblahblah so, just fyi

TMD00003546

3/10/2020

Taylors Mill Mail - Fire Inspection Results



Taylors Mill <info@taylorsmill.community>

Fire Inspection Results

messages

Taylors Mill <info@taylorsmill.community>

To: Margaret Ashleigh Black <ablack@southernbleachery.com>, Lawrence Black <lawbla@southernbleachery.com>
Cc: Caleb Lewis <caleb@taylorsmill.community>

Tue, Feb 5, 2019 at 4:45 PM

As you know, today was the walk-through with the Fire Marshall. The list of items below will need to be addressed. Also, during the walk-through today I noticed there is a lot of construction underway. I don't have copies of plans or permits for the construction. I realize there was some back and forth emails in the past, but I don't believe anything was ever agreed upon, regarding new construction or up-fits. Any changes to the leased premises requires written permission from the landlord.

There was a contractor onsite who showed us the plan for the space and I noticed you have an exterior door marked on the plans. You do not have authorization to install any exterior doors in the building or to penetrate outside walls, floors, or the roof of the building. We will also need to discuss the fire alarm system as well as the work you've already completed being added to TMD's Master Plan. I have a call into the county and will need to review and approve these drawings before you move forward with any further construction.

Items from the inspection:

Your fire extinguishers are 2 years out of date

Open spaces were left in the panel, these need to have breakers or spaces, they cannot be open holes

The cover is missing from the old electrical panel in the HVAC room

The labels in your power panel are incomplete, emergency exits and light circuits need to be marked

Thank you,

Kari Walker

Taylors Mill Development

Lawrence Black <lawbla@southernbleachery.com>

To: Taylors Mill <info@taylorsmill.community>

Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Fri, Feb 8, 2019 at 10:38 AM

Thanks, we will address those items.

I regards to phase 2 of construction, we modified the plans in response to Caleb's Feedback in May/June I. Exterior improvements are no longer being considered. The entrance is no longer being pursued.

Lawrence

[Quoted text hidden]

Caleb <caleb@taylorsmill.community>

To: info@taylorsmill.community

Fri, Feb 8, 2019 at 10:48 AM

I want you to continue to be the contact for this. Take a look below and let me know if anything else needs to be addressed. No need to respond today.

Lawrence/Ashleigh,

There were emails back and forth, but TMD never signed off on final plans. The plans your contractor showed, have an exterior door being built and show tying into the TMD fire alarm system. These are 2 major concerns that need to be updated and addressed.

Please forward updated plans, and we will look them over. Once all items have been addressed, we can sign off on the plans for Greenville County approval.

Sent from my iPhone

Begin forwarded message:

[Quoted text hidden]

Taylors Mill <info@taylorsmill.community>

To: Caleb <caleb@taylorsmill.community>

Mon, Feb 11, 2019 at 10:57 AM

I just changed a little wording. Let me know what you think:

Lawrence and Ashleigh,

There were some e-mails back and forth, but TMD did not sign off on any final plans. The plans your contractor showed the fire marshal have an exterior door being built and show tying into the Taylors Mill fire alarm system. These are 2 major concerns that need to be updated and addressed.

Please forward updated plans on to me for review. Once all items have been addressed, TMD can sign off on the plans for Greenville County approval.

Thank you,

Kari Walker

[Quoted text hidden]

[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>

To: Taylors Mill <info@taylorsmill.community>

Mon, Feb 11, 2019 at 11:23 AM

Looks good.

[Quoted text hidden]

Caleb Lewis

Majority Owner

caleb@taylorsmill.community

www.taylorsmill.community

864-991-5002

Taylors Mill <info@taylorsmill.community>

To: Lawrence Black <lawbla@southernbleachery.com>

Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Mon, Feb 11, 2019 at 11:26 AM

<https://mail.google.com/mail/u/0?ik=1865882081&view=pt&search=all&permthid=thread-a%3Ar-7298287667930206444&siml=msg-a%3Ar4753112...> 1/10

TMD00003547

3/10/2020

Taylors Mill Mail - Fire Inspection Results

Lawrence and Ashleigh,

There were some e-mails back and forth, but TMD did not sign off on any final plans. Your contractor showed the fire marshal plans that have an exterior door being built and show tying into the Taylors Mill fire alarm system. These are 2 major concerns that need to be updated and addressed. Please forward updated plans on to me for review. Once all items have been addressed, TMD can sign off on the plans for Greenville County approval.

Thank you,
Karl Walker
[Quoted text hidden]
[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>
To: Taylors Mill <info@taylorsmill.community>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Wed, Feb 13, 2019 at 4:49 PM

Karl,

The improvements underway are phase 2 of the original construction plans approved in writing by TMD in 2015.

The existing plans have been approved and are permitted by the County. The fire and safety plans have also been approved.

Based on the emails you referenced, we further modified the plans and suspended all improvements outside the leased space, including landscaping and exterior doorways.

The plans have been redlined and sent to the architect and will then go back to engineering.

I will follow up this email with the edits on the existing plans sent to the architect and share the refined version when we get them. I will also send a separate note on the fire tie in.

In the interim, we do wish to complete planned improvements that have not been disputed and have been scheduled.

The first such improvement is scheduled for tomorrow Thursday February 14 and involves filling in the holes/leveling the concrete floors in a portion of the back space.

The need to level the floors will not change in the updated plans.

Please advise if this poses any problems. It will take weeks to reschedule and incur costs.

Best

Lawrence
[Quoted text hidden]

Caleb <caleb@taylorsmill.community>
To: info@taylorsmill.community

Wed, Feb 13, 2019 at 6:20 PM

Write something like...

You can move forward with the concrete leveling, as this is not a major concern.

Again, we did not approve the current construction. If we are mistaken, please forward the written approval you received from TMD.

Sent from my iPhone

Begin forwarded message:

From: Lawrence Black <lawbla@southernbleachery.com>
Date: February 13, 2019 at 4:49:41 PM EST
To: Taylors Mill <info@taylorsmill.community>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>
Subject: Re: Fire Inspection Results

[Quoted text hidden]

Taylors Mill <info@taylorsmill.community>
To: Caleb <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 9:26 AM

He sends this for approval at 4:50 the day before it is supposed to be done?

Just a thought: Should we be concerned about what holes he is filling in? There are floor drains in there that I believe tie in to the building's internal run-off drain system, if he fills them with concrete will that effect the drain system as a whole and cause us more problems elsewhere?

Thanks
Karl Walker
[Quoted text hidden]
[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>
To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 9:27 AM

Good call. That will need to be addressed.
[Quoted text hidden]
[Quoted text hidden]

Taylors Mill <info@taylorsmill.community>
To: Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 9:36 AM

Let me know what you think of this:

Lawrence,

Thanks for the redline drawings.

3/10/2020

Taylors Mill Mail - Fire Inspection Results

Again, we did not approve the current construction. If I'm mistaken, please forward the written approval you received from TMD.

Regarding the concrete leveling, I have concerns about what holes are being filled in and the manner in which the work is completed. Internal floor drains, for example, shouldn't be filled with concrete as this can effect the internal drain system as a whole. Please provide clarification on what holes are being filled in, I may need to have TMD staff review them before work begins.

Thanks
Kari Walker
[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>
To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 9:37 AM

Send it.
[Quoted text hidden]

Taylors Mill <info@taylorsmill.community>
To: Lawrence Black <lawbla@southernbleachery.com>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 9:41 AM

Lawrence,

Thanks for the redline drawings.

Again, we did not approve the current construction. If I'm mistaken, please forward the written approval you received from TMD.

Regarding the concrete leveling, I have concerns about what holes are being filled in and the manner in which the work is completed. Floor drains, for example, shouldn't be filled with concrete as this can effect the internal drain system as a whole. Please provide clarification on what holes are being filled in, I may need to have TMD staff review them before work begins.

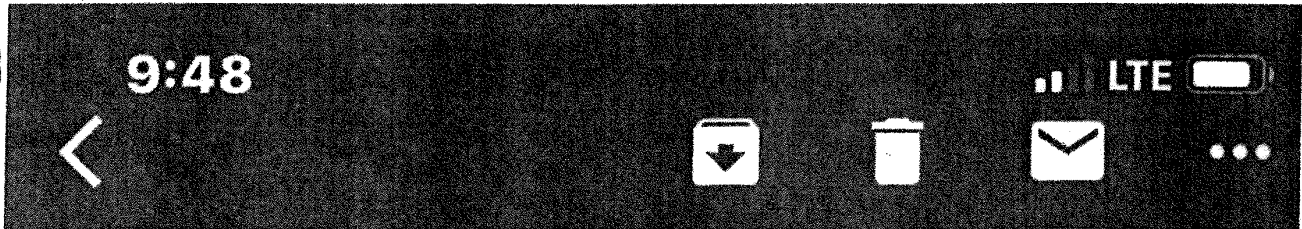
Thanks
Kari Walker
[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>
To: Taylors Mill <info@taylorsmill.community>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 11

The floor drains are a tripping hazard and are troughs not drains connected to that one room. The crew will be replacing the floor troughs with proper floor drains and reconnecting to existing system. Nothing will be cut off, just installed to 2019 standards and correction of hazardous conditions.

Typically this would be done by the landlord. However, It was made clear repeatedly that TMD was not responsible for any life or fire safety upfits.



Begin forwarded message:

...

From: Caleb Lewis
<caleb@taylorsmill.community>
Date: July 2, 2018 at 2:18:51 PM EDT
To: Margaret Ashleigh Black
<ablack@southernbleachery.com>
Cc: Greg Cotton <greg@taylorsmill.community>, Lawrence Black

<lawbla@southernbleachery.com>

Subject: Re: SB Phase II Construction Update / Review

Ashleigh/Lawrence,

I sent the email below on 5/21/18 and did not receive a response. I want to make sure we're all on the same page, before any construction begins. Please keep in mind that we cannot approve any construction to the exterior of the building or outside your rented space, until we discuss this further.

Thanks,

Caleb

On Mon, May 21, 2018 at 1:50 PM, Caleb Lewis
<caleb@taylorsmill.community> wrote:

Ashleigh/Lawrence,

We looked over the plans, and the only interior question we have is in regards to both elevator shafts. What is the plan for each?

Regarding the additional exterior door, landscape and changes to the outside of the space, this will require an addendum to the current SB lease, as this is not currently listed as leased space. Let me know when ya'll would like to discuss this further.

3/10/2020

Taylors Mill Mail - Fire Inspection Results

Thanks,

Caleb

[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>
To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 10:12 AM

As I stated before, approval was never granted. The email you've provided does not approve the construction for Phase 2.

I'll need to have someone walk through your space with the contractor, before moving forward on the drains.

----- Forwarded message -----

From: **Lawrence Black** <lawbla@southernbleachery.com>
Date: Thu, Feb 14, 2019 at 10:04 AM
Subject: Re: Fire Inspection Results
To: Taylors Mill <info@taylorsmill.community>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

[Quoted text hidden]

[Quoted text hidden]

Taylors Mill <info@taylorsmill.community>
To: Lawrence Black <lawbla@southernbleachery.com>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 10:40 AM

Approval was never granted. The email you have provided does not approve the construction for Phase 2.

I will need to have someone walk through your space with the contractor and approve the method of refitting before any modifications can be made to the drains.

Thanks
Karl Walker
[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>
To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 10:43 AM

If he responds with another BS email, remind him of Section 28 of their lease agreement.

28. LEASEHOLD IMPROVEMENTS Lessor and Lessee acknowledge and agree that certain improvements will be required to be made to the premises in order to make the premises suitable for occupancy and use by Lessee. All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof.

----- Forwarded message -----

From: **Taylors Mill** <info@taylorsmill.community>
Date: Thu, Feb 14, 2019 at 10:40 AM
Subject: Re: Fire Inspection Results
To: Lawrence Black <lawbla@southernbleachery.com>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

[Quoted text hidden]

[Quoted text hidden]

Taylors Mill <info@taylorsmill.community>
To: Lawrence Black <lawbla@southernbleachery.com>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 1:43 PM

I've done a walk through of the space and I have some concerns about the work being done around the drains. I need to address this with my plumber before approval can be given. I'm sorry to cause delays but you'll have to stop work on the concrete project until I can review and address these issues.

In the meantime, please note that there is a serious amount of sludge being poured into the drain system from the work being done, and that this needs to be removed by shopvac and the drain cleaned to prevent build up in the system. I've attached a photo of the sludge.

Thank you,
Karl Walker
[Quoted text hidden]

20190214_130551.jpg
2338K

3/10/2020

Taylors Mill Mail - Fire Inspection Results



Lawrence Black <lawbla@southernbleachery.com>
To: Taylors Mill <info@taylorsmill.community>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 2:12 PM

Karl,

I will let them know. We are in disagreement about the approval.

Are you replacing Greg Cotton as the new contact for TMD operations and property management?

If so, I highly advise that you have a full record and understanding of all communications between Taylors Mill Events and Caleb and Greg.

We disagree on approval. But we will stop work. Do know that your decision will cause many problems.

Lawrence

[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>
To: Taylors Mill <info@taylorsmill.community>
Cc: Margaret Ashleigh Black <ablack@southernbleachery.com>, Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 2:46 PM

And again, Phase 2 is part of the original plans that were approved in 2015. The only concern raised about phase 2 were in the emails previously attached and that were then removed from the plans.

On Feb 14, 2019, at 10:40 AM, Taylors Mill <info@taylorsmill.community> wrote:

Approval was never granted. The email you have provided does not approve the construction for Phase 2.

I will need to have someone walk through your space with the contractor and approve the method of refitting before any modifications can be made to the drains.

Thanks
Kari Walker

On Thu, Feb 14, 2019 at 10:04 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

The floor drains are a tripping hazard and are troughs not drains connected to that one room. The crew will be replacing the floor troughs with proper floor drains and reconnecting to existing system. Nothing will be cut off, just installed to 2019 standards and correction of hazardous conditions.

Typically this would be done by the landlord. However, it was made clear repeatedly that TMD was not responsible for any life or fire safety upfits.

[Quoted text hidden]

[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>
To: Lawrence Black <lawbla@southernbleachery.com>
Cc: Taylors Mill <info@taylorsmill.community>, Margaret Ashleigh Black <ablack@southernbleachery.com>

Fri, Feb 15, 2019 at 8:45 AM

Kari will be handling all tenant related issues. Please continue to contact Kari for additional information/issues.

I have kept up with this and am up to date. Phase 2 was never approved. The emails from 2015 were for Phase 1 only.

Per Section 28 of your Lease Agreement "All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof." You are currently in violation of your lease agreement.

All construction must stop until this is approved. I am sorry if this is a burden, but you are not authorized to make these decisions. We will put together a list of items that need attention, and we will follow up.

Also, I was made aware that threats were made to Kari Walker personally and to TMD. This is childish and something we will not stand for.

I believe we can work all of this out, but TMD must be aware of all alterations to the building.

Please find Section 28 below and your lease agreement attached.

28. LEASEHOLD IMPROVEMENTS Lessor and Lessee acknowledge and agree that certain improvements will be required to be made to the premises in order to make the premises suitable for occupancy and use by Lessee. All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof.

Best Regards,

<https://mail.google.com/mail/u/0?ik=1865882081&view=pt&search=all&permthid=thread-a%3Ar-7298287667930206444&simpl=msg-a%3Ar4753112...> 6/10

TMD00003552

3/10/2020

Taylors Mill Mail - Fire Inspection Results

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

[Quoted text hidden]

 SignedLease - The Event Space.pdf
2908K

Lawrence Black <lawbla@southernbleachery.com>
To: Caleb Lewis <caleb@taylorsmill.community>
Cc: Taylors Mill <info@taylorsmill.community>, Margaret Ashleigh Black <ablack@southernbleachery.com>

Fri, Feb 15, 2019 at 9:01 AM

Unrelated to the construction, are you saying we can not repair the concrete today?

On Feb 15, 2019, at 8:45 AM, Caleb Lewis <caleb@taylorsmill.community> wrote:

Kari will be handling all tenant related issues. Please continue to contact Kari for additional information/issues.

I have kept up with this and am up to date. Phase 2 was never approved. The emails from 2015 were for Phase 1 only.

Per Section 28 of your Lease Agreement "All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof." You are currently in violation of your lease agreement.

All construction must stop until this is approved. I am sorry if this is a burden, but you are not authorized to make these decisions. We will put together a list of items that need attention, and we will follow up.

Also, I was made aware that threats were made to Karl Walker personally and to TMD. This is childish and something we will not stand for.

I believe we can work all of this out, but TMD must be aware of all alterations to the building.

Please find Section 28 below and your lease agreement attached.

[Quoted text hidden]
[Quoted text hidden]

<SignedLease - The Event Space.pdf>

Caleb Lewis <caleb@taylorsmill.community>
To: Lawrence Black <lawbla@southernbleachery.com>
Cc: Taylors Mill <info@taylorsmill.community>, Margaret Ashleigh Black <ablack@southernbleachery.com>

Fri, Feb 15, 2019 at 9:08 AM

The issue with leveling the floor is the concrete sludge getting into the drains. This could be a major issue. The current sludge inside the drains must be remedied, and a solution to keep the sludge out of the drains must be in place, before I am willing to allow further construction.

Thanks,

Caleb
[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>
To: Caleb Lewis <caleb@taylorsmill.community>
Cc: Kevin Duckworth <ansel2784@gmail.com>, Margaret Ashleigh Black <ablack@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Fri, Feb 15, 2019 at 9:12 AM

This is not an active drain. It is not connected to any plumbing. It has not been for 50 years. The "sludge" is construction related. Please go look for yourself.
[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>
To: Lawrence Black <lawbla@southernbleachery.com>
Cc: Kevin Duckworth <ansel2784@gmail.com>, Margaret Ashleigh Black <ablack@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Fri, Feb 15, 2019 at 9:15 AM

Kari let me know you had an engineer confirm that. Can you forward those details to me? I will try to stop by and look, but I have meetings starting at 10:30 and going all afternoon.
[Quoted text hidden]

Kevin Duckworth <ansel2784@gmail.com>
To: Caleb Lewis <caleb@taylorsmill.community>
Cc: Lawrence Black <lawbla@southernbleachery.com>, Margaret Ashleigh Black <ablack@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Fri, Feb 15, 2019 at 9:38 AM

If the major concern is the concrete filling the drains, we can remedy that immediately by cleaning out the grinding sludge and then blocking off the drain system entirely until the pouring is finished and then reopening it to the newly install floor drains. Unclogging the drain underground from the 50 years of non-use can be addressed at any point going forward. The new concrete and drains will not effect the existing system or clog it. The proposed modification is just to make the floor safe for occupancy and to remove tripping hazards. This will ultimately increase the useable space and reduce liability to all parties. I will be happy to go over this area with anyone.

Thank you for your time,

Kevin
[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>
To: Kevin Duckworth <ansel2784@gmail.com>
Cc: Lawrence Black <lawbla@southernbleachery.com>, Margaret Ashleigh Black <ablack@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Fri, Feb 15, 2019 at 10:03 AM

<https://mail.google.com/mail/u/0/?ik=1865882081&view=pt&search=all&permthid=thread-a%3Ar-7298287667930206444&simpl=msg-a%3Ar4753112...> 7/10

TMD00003553

3/10/2020

Taylors Mill Mail - Fire Inspection Results

Thank you Kevin.

Unfortunately, I am leaving for meetings and will be unable to look at the project with you today. We can follow up next week and come up with a plan, but we cannot approve this until I'm able to look into it more. We will need to have a full understanding of all construction before moving forward. I apologize for any inconvenience.

Thanks,

Caleb

[Quoted text hidden]

Kevin Duckworth <ansel2784@gmail.com>

Fri, Feb 15, 2019 at 12:39 PM

To: Caleb Lewis <caleb@taylorsmill.community>

Cc: Lawrence Black <lawbla@southernbleachery.com>, Margaret Ashleigh Black <ablack@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

The trench has been cleared of debris and the pipe at the end can now be unclogged below grade level. Matt said that at that point he would take over to make the drain function properly. Should I liaison with him?

[Quoted text hidden]

Margaret Ashleigh Black <ablack@southernbleachery.com>

Wed, Feb 20, 2019 at 9:41 AM

To: Kevin Duckworth <ansel2784@gmail.com>

Cc: Caleb Lewis <caleb@taylorsmill.community>, Lawrence Black <lawbla@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Hi Caleb,

Have you had a chance to look at the plans?

Can we meet today or tomorrow to discuss any remaining concerns?

Best

Ashleigh

Sent from my iPhone

[Quoted text hidden]

Caleb <caleb@taylorsmill.community>

Wed, Feb 20, 2019 at 10:48 AM

To: Margaret Ashleigh Black <ablack@southernbleachery.com>

Cc: Kevin Duckworth <ansel2784@gmail.com>, Lawrence Black <lawbla@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Ashleigh,

I am working with our attorneys on a path forward. There are concerns with the buildout and other items that need to be addressed. We will be in touch.

Thanks,

Caleb

Sent from my iPhone

[Quoted text hidden]

Ashleigh Black <ablack@southernbleachery.com>

Wed, Feb 20, 2019 at 12:45 PM

To: Caleb <caleb@taylorsmill.community>

Cc: Kevin Duckworth <ansel2784@gmail.com>, Lawrence Black <lawbla@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Thanks Caleb. In the interim, were you able to connect with your plumber? Are you ok if we fix the floor?

Best,

Ashleigh

[Quoted text hidden]

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**

Caleb <caleb@taylorsmill.community>

Wed, Feb 20, 2019 at 1:20 PM

To: Ashleigh Black <ablack@southernbleachery.com>

Cc: Kevin Duckworth <ansel2784@gmail.com>, Lawrence Black <lawbla@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

I was not. Please forward the information from the engineer and we can add that to our file. Our attorney's have advised that we wait until everything is decided before any construction is approved.

Thanks,

Caleb

Sent from my iPhone

[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>

Wed, Feb 20, 2019 at 2:26 PM

To: Caleb <caleb@taylorsmill.community>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Caleb,

I believe you have a full set of plans.

<https://mail.google.com/mail/u/0/?ik=1865882081&view=pt&search=all&permthid=thread-a%3Ar-7298287667930206444&siml=msg-a%3Ar4753112...> 8/10

TMD00003554

3/10/2020

Taylors Mill Mail - Fire Inspection Results

Kevin, can you attach a full set of plans for Caleb.

Are you saying that you do not want us doing ANY work or repairs in our space?

Lawrence

[Quoted text hidden]

Kevin Duckworth <ansel2784@gmail.com>

To: Lawrence Black <lawbla@southernbleachery.com>

Cc: Caleb <caleb@taylorsmill.community>, Ashleigh Black <ablack@southernbleachery.com>, Taylors Mill <info@taylorsmill.community>

Wed, Feb 20, 2019 at 2:49 PM

I have attached the plans as approved by Greenville County. These are not the newly revised plans, as those are still in engineering.

Kevin

[Quoted text hidden]

 S BLEACHERY REVISED PERMIT SET (1).pdf
8031K

Caleb <caleb@taylorsmill.community>

To: Lawrence Black <lawbla@southernbleachery.com>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Wed, Feb 20, 2019 at 3:28 PM

That's correct. Our attorneys should have emailed and mailed a letter to you. If you did not receive it, I can have them resend.

Sent from my iPhone

[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>

To: Caleb <caleb@taylorsmill.community>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Wed, Feb 20, 2019 at 6:31 PM

Caleb,

We did not book any events or tours during this period to complete servicing, maintenance, repairs, painting, cleaning, and other necessities of running our business.. If you are saying we need to cancel all this, you need to be very clear about what is going on.

If your attorney is calling the shots or if he needs information to review, can you copy him to this email thread so we can figure out what it is you are asking for or what it is you want from us?

We held these weeks out from events for needed servicing, maintenance, repairs, painting, cleaning, and other necessities. If we need to cancel all this, please be clear what you want.

Lawrence

[Quoted text hidden]

Caleb <caleb@taylorsmill.community>

To: Lawrence Black <lawbla@southernbleachery.com>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Wed, Feb 20, 2019 at 6:59 PM

Lawrence,

You were made clear of what was going on last year and moved forward anyway. You will not move forward on any construction until you have approval and a separate agreement with TMD, per your lease agreement.

You holding back events to complete the construction is irrelevant, due to not having approval in the first place.

We will be back in touch when we have everything in order.

Caleb

Sent from my iPhone

[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>

To: Caleb <caleb@taylorsmill.community>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Wed, Feb 20, 2019 at 7:06 PM

We believe you and Greg gave us approval for construction.

Nevertheless, my email was about repairs and servicing unrelated to the phase 2 construction plan.

I believe you are telling me that we can not do any work in our leased space. Is that accurate?

[Quoted text hidden]

Caleb <caleb@taylorsmill.community>

To: Lawrence Black <lawbla@southernbleachery.com>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Wed, Feb 20, 2019 at 7:15 PM

You were not given permission to build Phase 2 and that remains until further notice.

What specific repairs and servicing are you referring to?

Sent from my iPhone

[Quoted text hidden]

Lawrence Black <lawbla@southernbleachery.com>

To: Caleb <caleb@taylorsmill.community>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Thu, Feb 21, 2019 at 9:26 AM

<https://mail.google.com/mail/u/0?ik=1865882081&view=pt&search=all&permthid=thread-a%3Ar-7298287667930206444&simpl=msg-a%3Ar4753112...> 9/10

TMD00003555

3/10/2020

Taylors Mill Mail - Fire Inspection Results

Caleb,

For instance, yesterday we had A&M Mechanical scheduled to do routine maintenance on our Mechanical Systems installed with Phase 1. Matt told Christy that we were not allowed to be doing any work.

This is the mechanical systems for the construction plans that you approved in 2015/16 with ductwork that runs through the back room.

Scheduled during this 3 week period are floor cleaners, painters, cleaners, and handymen for front and back spaces unrelated to "Phase 2" construction plans.

You asked us to cease construction of phase 2. I do not agree with your reasons or your narrative, but I have complied nevertheless. I canceled scheduled electrical and plumbing contractors and additional drywall work.

However, if you mean to extend this to repairing windows, fixing locks, painting, changing lightbulbs, installing shelving, running security camera wire, servicing equipment, and leveling floors and the very long list of punch lists items related to aesthetics, safety, and operations, Repair, and maintenance, then this is an entire different matter.

We need you or your attorney to define very clearly what it is that you believe is a lease violation and what we can or can not do and provide justification.

Lawrence

[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>

To: Lawrence Black <lawbla@southernbleachery.com>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Thu, Feb 21, 2019 at 11:45 AM

Lawrence,

It seems you have been misinformed. Mat spoke with Christy and A&M Mechanical, because they set off a sensor in HVAC 2, which is tied to the fire alarm.

Christy asked Mat about grading the concrete in Phase 2, and he informed her that this was not approved and is on hold until further notice.

No work can be done to the rear 8,000 sq ft without TMD consent and a separate agreement. This is all considered Phase 2. See the attachment for further clarification.

The front 8,000 sq ft, or Phase 1, is not the concern, unless you are planning to penetrate the wall/floor/ceiling, make changes to windows, changes to fire alarm circuits/wiring/sensors, the sprinkler system/risers or any exterior work. These will all need to be approved before work can begin. Normal maintenance and cleaning, as part of your day to day operations, is most certainly acceptable.

If any of this is unclear, please let me know.

Thanks,

Caleb

[Quoted text hidden]

 Phase 2.pdf
135K

Lawrence Black <lawbla@southernbleachery.com>

To: Caleb Lewis <caleb@taylorsmill.community>

Cc: Ashleigh Black <ablack@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Thu, Feb 21, 2019 at 12:56 PM

Thank you. That helps.

[Quoted text hidden]

<Phase 2.pdf>

Ashleigh Black <ablack@southernbleachery.com>

To: Lawrence Black <lawbla@southernbleachery.com>

Cc: Caleb Lewis <caleb@taylorsmill.community>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Tue, Feb 26, 2019 at 11:40 AM

Hi Caleb,

Circling back on this to see if there is any update.

Thanks,
Ashleigh

[Quoted text hidden]

Caleb Lewis <caleb@taylorsmill.community>

To: Ashleigh Black <ablack@southernbleachery.com>

Cc: Lawrence Black <lawbla@southernbleachery.com>, Kevin Duckworth <ansel2784@gmail.com>, Taylors Mill <info@taylorsmill.community>

Tue, Feb 26, 2019 at 1:25 PM

Ashleigh,

Our attorney was out of town part of last week and I was out yesterday. We are working on a list of items that need to be addressed, and will send that out ASAP.

Thanks for following up.

Caleb

[Quoted text hidden]



Taylors Mill <info@taylorsmill.community>

Concrete truck

8 messages

Taylors Mill <info@taylorsmill.community>
 To: Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 11:19 AM

Just fyi, this truck has been in front of Southern Bleachery for an hour or more. Should I pop in and see what's up?
 Kari Walker



20190214_111829.jpg
 3699K

Caleb Lewis <caleb@taylorsmill.community>
 To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 11:22 AM

Yes

[Quoted text hidden]

--
Caleb Lewis
 Majority Owner
 caleb@taylorsmill.community
 www.taylorsmill.community
 864-991-5002

Taylors Mill <info@taylorsmill.community>
 To: Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 11:29 AM

I spoke to Kevin Duckworth. Mat and I are going to walk through at 1 today.

Thanks,
 Kari Walker
 [Quoted text hidden]

--
 Kari Walker
 Taylors Mill Development

Caleb Lewis <caleb@taylorsmill.community>
 To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 11:30 AM

Take Bobby too. He may have some insight on drains and what goes where.
 [Quoted text hidden]

Taylors Mill <info@taylorsmill.community>
 To: Caleb Lewis <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 1:22 PM

3/10/2020

Taylors Mill Mail - Concrete truck

So I told Kevin that I would speak with our plumber and let Lawrence know.

There are several problems, the first is that currently they are getting a ton of concrete right into the drain. (Photo attached) This will have long reaching consequences for our system.

They plan to replace a very long floor drain system with two small drains and completely fill in half of it.

Kevin said he didn't think the drain went anywhere, so he evidently has not bothered to do any due diligence.

I will do more research into this. Mat let Kevin know that the concrete needs to be vacuumed out from the drain and the drain rinsed.

Kari Walker

[Quoted text hidden]

2 attachments



20190214_130551.jpg
2338K



20190214_130751.jpg
3501K

Caleb <caleb@taylorsmill.community>
To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 1:30 PM

Those F'ers.

Glad you looked into this.

Sent from my iPhone

[Quoted text hidden]

<20190214_130551.jpg>

<20190214_130751.jpg>

Taylors Mill <info@taylorsmill.community>
To: Caleb <caleb@taylorsmill.community>

Thu, Feb 14, 2019 at 1:34 PM

I'm planning to send Lawrence an e-mail that says to stop work until this can be reviewed. Those concrete people are still doing whatever.

Something like:

<https://mail.google.com/mail/u/0?ik=1865882081&view=pt&search=all&permthid=thread-a%3Ar375733504896217363&simpl=msg-a%3Ar6035421115...> 2/3

TMD00003558

3/10/2020

Taylors Mill Mail - Concrete truck

"I've done a walkthrough of the space and I have some concerns about the work being done around the drains. I need to address this with my plumber before approval can be given. I'm sorry but you'll have to stop work on the project until I can review and address these issues. In the meantime, please note that there is a serious amount of sludge being poured into the drain system from the work being done, and that this needs to be removed by shopvac and the drain cleaned to prevent build up in the system. I've attached a photo of the sludge."

Thanks
Kari Walker
[Quoted text hidden]

Caleb <caleb@taylorsmill.community>
To: Taylors Mill <info@taylorsmill.community>

Thu, Feb 14, 2019 at 1:37 PM

Send it.

Sent from my iPhone
[Quoted text hidden]



Taylors Mill <info@taylorsmill.community>

Construction Meeting back in July

2 messages

Taylors Mill <info@taylorsmill.community>

Fri, Feb 15, 2019 at 9:22 AM

To: Caleb Lewis <caleb@taylorsmill.community>

In July we had a meeting with SBE and discussed the project and the need for approval. From the notes (which were e-mailed to everyone):

"Construction Clause

Section 28 of the lease says that construction specifications must be put in a separate agreement with written approval. We decided that this is a 2 part requirement:

1) An addendum needs to be added to the lease specifying Southern Bleachery's use of the back door and pathway. Caleb will speak to the attorney about drafting this language for review.

2) A separate "scope of work" agreement needs to be made detailing the work to be done (a new door installed, pathway created, fire alarm extended) and who is responsible for the cost of that work. Ashleigh will forward the details and plans of the work to be done so that this agreement can be drawn up with expediency."

Just fyi. If they thought they had permission to do all this why did we even have this discussion?

Thanks,
Kari Walker
Taylors Mill Development

Caleb <caleb@taylorsmill.community>

Fri, Feb 15, 2019 at 9:26 AM

To: Taylors Mill <info@taylorsmill.community>

Nice!

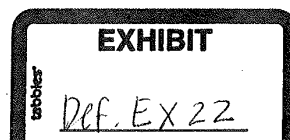
I've forwarded everything to our attorneys and asked them to send Lawrence a letter.

Sent from my iPhone

[Quoted text hidden]



TMD00001295



From: Caleb Lewis <caleb@taylorsmill.community>
To: Ashleigh Black <ablack@southernbleachery.com>
CC: Lawrence Black <lawbla@southernbleachery.com>; Kevin Duckworth <ansel2784@gmail.com>; Taylors Mill <info@taylorsmill.community>
Sent: 2/26/2019 1:25:18 PM
Subject: Re: Fire Inspection Results

Ashleigh,

Our attorney was out of town part of last week and I was out yesterday. We are working on a list of items that need to be addressed, and will send that out ASAP.

Thanks for following up.

Caleb

On Tue, Feb 26, 2019 at 11:41 AM Ashleigh Black <ablack@southernbleachery.com> wrote:
Hi Caleb,

Circling back on this to see if there is any update.

Thanks,
Ashleigh

On Thu, Feb 21, 2019 at 12:56 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Thank you. That helps.

On Feb 21, 2019, at 11:45 AM, Caleb Lewis <caleb@taylorsmill.community> wrote:

Lawrence,

It seems you have been misinformed. Mat spoke with Christy and A&M Mechanical, because they set off a sensor in HVAC 2, which is tied to the fire alarm.

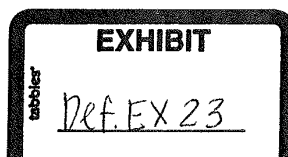
Christy asked Mat about grading the concrete in Phase 2, and he informed her that this was not approved and is on hold until further notice.

No work can be done to the rear 8,000 sq ft without TMD consent and a separate agreement. This is all considered Phase 2. See the attachment for further clarification.

The front 8,000 sq ft, or Phase 1, is not the concern, unless you are planning to penetrate the wall/floor/ceiling, make changes to windows, changes to fire alarm circuits/wiring/sensors, the sprinkler system/risers or any exterior work. These will all need to be approved before work can begin. Normal maintenance and cleaning, as part of your day to day operations, is most certainly acceptable.

If any of this is unclear, please let me know.

Thanks,



PLAINTIFF_00514

Caleb

On Thu, Feb 21, 2019 at 9:26 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
Caleb,

For instance, yesterday we had A&M Mechanical scheduled to do routine maintenance on our Mechanical Systems installed with Phase 1. Matt told Christy that we were not allowed to be doing any work.

This is the mechanical systems for the construction plans that you approved in 2015/16 with ductwork that runs through the back room.

Scheduled during this 3 week period are floor cleaners, painters, cleaners, and handymen for front and back spaces unrelated to "Phase 2" construction plans.

You asked us to cease construction of phase 2. I do not agree with your reasons or your narrative, but I have complied nevertheless. I canceled scheduled electrical and plumbing contractors and additional drywall work.

However, If you mean to extend this to repairing windows, fixing locks, painting, changing lightbulbs, installing shelving, running security camera wire, servicing equipment, and leveling floors and the very long list of punch lists items related to aesthetics, safety, and operations, Repair, and maintenance, then this is an entire different matter.

We need you or your attorney to define very clearly what it is that you believe is a lease violation and what we can or can not do and provide justification.

Lawrence

On Feb 20, 2019, at 7:15 PM, Caleb <caleb@taylorsmill.community> wrote:

You were not given permission to build Phase 2 and that remains until further notice.

What specific repairs and servicing are you referring to?

Sent from my iPhone

On Feb 20, 2019, at 7:06 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

We believe you and Greg gave us approval for construction.

Nevertheless, my email was about repairs and servicing unrelated to the phase 2 construction plan.

I believe you are telling me that we can not do any work in our leased space. Is that accurate?

On Wed, Feb 20, 2019 at 6:59 PM Caleb <caleb@taylorsmill.community> wrote:
Lawrence,

You were made clear of what was going on last year and moved forward anyway. You will not move forward on any construction until you have approval and a separate agreement with TMD, per your lease agreement.

You holding back events to complete the construction is irrelevant, due to not having approval in the first place.

We will be back in touch when we have everything in order.

Caleb

Sent from my iPhone

On Feb 20, 2019, at 6:31 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

We did not book any events or tours during this period to complete servicing, maintenance, repairs, painting, cleaning, and other necessities of running our business. If you are saying we need to cancel all this, you need to be very clear about what is going on.

If your attorney is calling the shots or if he needs information to review, can you copy him to this email thread so we can figure out what it is you are asking for or what it is you want from us?

We held these weeks out from events for needed servicing, maintenance, repairs, painting, cleaning, and other necessities. If we need to cancel all this, please be clear what you want.

Lawrence

On Feb 20, 2019, at 3:28 PM, Caleb <caleb@taylorsmill.community> wrote:

That's correct. Our attorneys should have emailed and mailed a letter to you. If you did not receive it, I can have them resend.

Sent from my iPhone

On Feb 20, 2019, at 2:26 PM, Lawrence Black <lawbla@southernbleachery.com> wrote:

Caleb,

I believe you have a full set of plans.

Kevin, can you attach a full set of plans for Caleb.

Are you saying that you do not want us doing ANY work or repairs in our space?

Lawrence

On Feb 20, 2019, at 1:20 PM, Caleb <caleb@taylorsmill.community> wrote:

was not. Please forward the information from the engineer and we can add that to our file. Our attorney's have advised that we wait until everything is decided before any construction is approved.

Thanks,

Caleb

Sent from my iPhone

On Feb 20, 2019, at 12:45 PM, Ashleigh Black <ablack@southernbleachery.com> wrote:

Thanks Caleb. In the interim, were you able to connect with your plumber? Are you ok if we fix the floor?

Best,
Ashleigh

On Wed, Feb 20, 2019 at 10:48 AM Caleb <caleb@taylorsmill.community> wrote:
Ashleigh,

I am working with our attorneys on a path forward. There are concerns with the buildout and other items that need to be addressed. We will be in touch.

Thanks,

Caleb

Sent from my iPhone

On Feb 20, 2019, at 9:41 AM, Margaret Ashleigh Black <ablack@southernbleachery.com> wrote:

Hi Caleb,

Have you had a chance to look at the plans?

Can we meet today or tomorrow to discuss any remaining concerns?

Best
Ashleigh

Sent from my iPhone

On Feb 15, 2019, at 12:39 PM, Kevin Duckworth <ansel2784@gmail.com> wrote:

The trench has been cleared of debris and the pipe at the end can now be unclogged below grade level. Matt said that at that point he would take over to make the drain function properly. Should I liaison with him?

On Fri, Feb 15, 2019 at 10:03 AM Caleb Lewis <caleb@taylorsmill.community> wrote:
Thank you Kevin.

Unfortunately, I am leaving for meetings and will be unable to look at the project with you today. We can follow up next week and come up with a plan, but we cannot approve this until I'm able to look into it more. We will need to have a full understanding of all construction before moving forward. I apologize for any inconvenience.

Thanks,

Caleb

On Fri, Feb 15, 2019 at 9:39 AM Kevin Duckworth <ansel2784@gmail.com> wrote:

the major concern is the concrete filling the drains, we can remedy that immediately by cleaning out the grinding sludge and then blocking off the drain system entirely until the pouring is finished and then reopening it to the newly install floor drains. Unclogging the drain underground from the 50 years of non-use can be addressed at any point going forward. The new concrete and drains will not effect the existing system or clog it. The proposed modification is just to make the floor safe for occupancy and to remove tripping hazzards. This will ultimately increase the useable space and reduce liability to all parties. I will be happy to go over this area with anyone.

Thank you for your time,

Kevin

On Fri, Feb 15, 2019 at 9:15 AM Caleb Lewis <caleb@taylorsmill.community> wrote:

Kari let me know you had an engineer confirm that. Can you forward those details to me? I will try to stop by and look, but I have meetings starting at 10:30 and going all afternoon.

On Fri, Feb 15, 2019 at 9:12 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

This is not an active drain. It is not connected to any plumbing. It has not been for 50 years. The "sludge" is construction related. Please go look for yourself.

On Fri, Feb 15, 2019 at 9:09 AM Caleb Lewis <caleb@taylorsmill.community> wrote:

The issue with leveling the floor is the concrete sludge getting into the drains. This could be a major issue. The current sludge inside the drains must be remedied, and a solution to keep the sludge out of the drains must be in place, before I am willing to allow further construction.

Thanks,

Caleb

On Fri, Feb 15, 2019 at 9:01 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

Unrelated to the construction, are you saying we can not repair the concrete today?

On Feb 15, 2019, at 8:45 AM, Caleb Lewis <caleb@taylorsmill.community> wrote:

Kari will be handling all tenant related issues. Please continue to contact Kari for additional information/issues.

I have kept up with this and am up to date. Phase 2 was never approved. The emails from 2015 were for Phase 1 only.

Per Section 28 of your Lease Agreement *"All improvements shall be handled by and through the Lessor, regardless of whether Lessee is bearing all or any portion of the costs of such improvements. Lessor and Lessee are entering into a separate agreement relating to the specifications for the improvements to be made to the premises and the responsibility for the costs thereof."* You are currently in violation of your lease agreement.

All construction must stop until this is approved. I am sorry if this is a burden, but you are not authorized to make these decisions. We will put together a list of items that need attention, and we will follow up.

Also, I was made aware that threats were made to Kari Walker personally and to TMD. This is childish and something we will not stand for.

believe we can work all of this out, but TMD must be aware of all alterations to the building.

Please find Section 28 below and your lease agreement attached.

Best Regards,

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

On Thu, Feb 14, 2019 at 2:46 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
And again, Phase 2 is part of the original plans that were approved in 2015. The only concern raised about phase 2 were in the emails previously attached and that were then removed from the plans.

On Feb 14, 2019, at 10:40 AM, Taylors Mill <info@taylorsmill.community> wrote:

Approval was never granted. The email you have provided does not approve the construction for Phase 2.

I will need to have someone walk through your space with the contractor and approve the method of refitting before any modifications can be made to the drains.

Thanks
Kari Walker

On Thu, Feb 14, 2019 at 10:04 AM Lawrence Black <lawbla@southernbleachery.com> wrote:
The floor drains are a tripping hazard and are troughs not drains connected to that one room. The crew will be replacing the floor troughs with proper floor drains and reconnecting to existing system. Nothing will be cut off, just installed to 2019 standards and correction of hazardous conditions.

Typically this would be done by the landlord. However, It was made clear repeatedly that TMD was not responsible for any life or fire safety upfits.

On Feb 14, 2019, at 9:41 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence,

Thanks for the redline drawings.

Again, we did not approve the current construction. If I'm mistaken, please forward the written approval you

received from TMD.

Regarding the concrete leveling, I have concerns about what holes are being filled in and the manner in which the work is completed. Floor drains, for example, shouldn't be filled with concrete as this can effect the internal drain system as a whole. Please provide clarification on what holes are being filled in, I may need to have TMD staff review them before work begins.

Thanks
Kari Walker

On Wed, Feb 13, 2019 at 4:49 PM Lawrence Black <lawbla@southernbleachery.com> wrote:
Kari,

The improvements underway are phase 2 of the original construction plans approved in writing by TMD in 2015.

The existing plans *have* been approved and are permitted by the County. The fire and safety plans have also been approved.

Based on the emails you referenced, we further modified the plans and suspended all improvements outside the leased space, including landscaping and exterior doorways.

The plans have been redlined and sent to the architect and will then go back to engineering.

I will follow up this email with the edits on the existing plans sent to the architect and share the refined version when we get them. I will also send a separate note on the fire tie in.

In the interim, we do wish to complete planned improvements that have not been disputed and have been scheduled.

The first such improvement is scheduled for tomorrow Thursday February 14 and involves filling in the holes/leveling the concrete floors in a portion of the back space.

The need to level the floors will not change in the updated plans.

Please advise if this poses any problems. It will take weeks to reschedule and incur costs.

Best

Lawrence

On Feb 11, 2019, at 11:26 AM, Taylors Mill <info@taylorsmill.community> wrote:

Lawrence and Ashleigh,

There were some e-mails back and forth, but TMD did not sign off on any final plans. Your contractor showed the fire marshal plans that have an exterior door being built and show tying into the Taylors Mill fire alarm system. These are 2 major concerns that need to be updated and addressed. Please forward updated plans on to me for review. Once all items have been addressed, TMD can sign off on the plans for Greenville County approval.

Thank you,
Kari Walker

On Fri, Feb 8, 2019 at 10:38 AM Lawrence Black <lawbla@southernbleachery.com> wrote:

Thanks, we will address those items.

I regards to phase 2 of construction, we modified the plans in response to Caleb's Feedback in May/June 1. Exterior improvements are no longer being considered. The entrance is no longer being pursued.

Lawrence

On Feb 5, 2019, at 4:45 PM, Taylors Mill <info@taylorsmill.community> wrote:

As you know, today was the walk-through with the Fire Marshall. The list of items below will need to be addressed. Also, during the walk-through today I noticed there is a lot of construction underway. I don't have copies of plans or permits for the construction. I realize there was some back and forth emails in the past, but I don't believe anything was ever agreed upon, regarding new construction or up-fits. Any changes to the leased premises requires written permission from the landlord.

There was a contractor onsite who showed us the plan for the space and I noticed you have an exterior door marked on the plans. You do not have authorization to install any exterior doors in the building or to penetrate outside walls, floors, or the roof of the building. We will also need to discuss the fire alarm system as well as the work you've already completed being added to TMD's Master Plan. I have a call into the county and will need to review and approve these drawings before you move forward with any further construction.

Items from the inspection:

Your fire extinguishers are 2 years out of date

Open spaces were left in the panel, these need to have breakers or spaces, they cannot be open holes

The cover is missing from the old electrical panel in the HVAC room

The labels in your power panel are incomplete, emergency exits and light circuits need to be marked

Thank you,

Kari Walker

Taylors Mill Development

--

Kari Walker

Taylors Mill Development

--

Kari Walker

Taylors Mill Development

--

Kari Walker

Taylors Mill Development

Caleb Lewis

Majority Owner

PLAINTIFF_00521

caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

* Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**

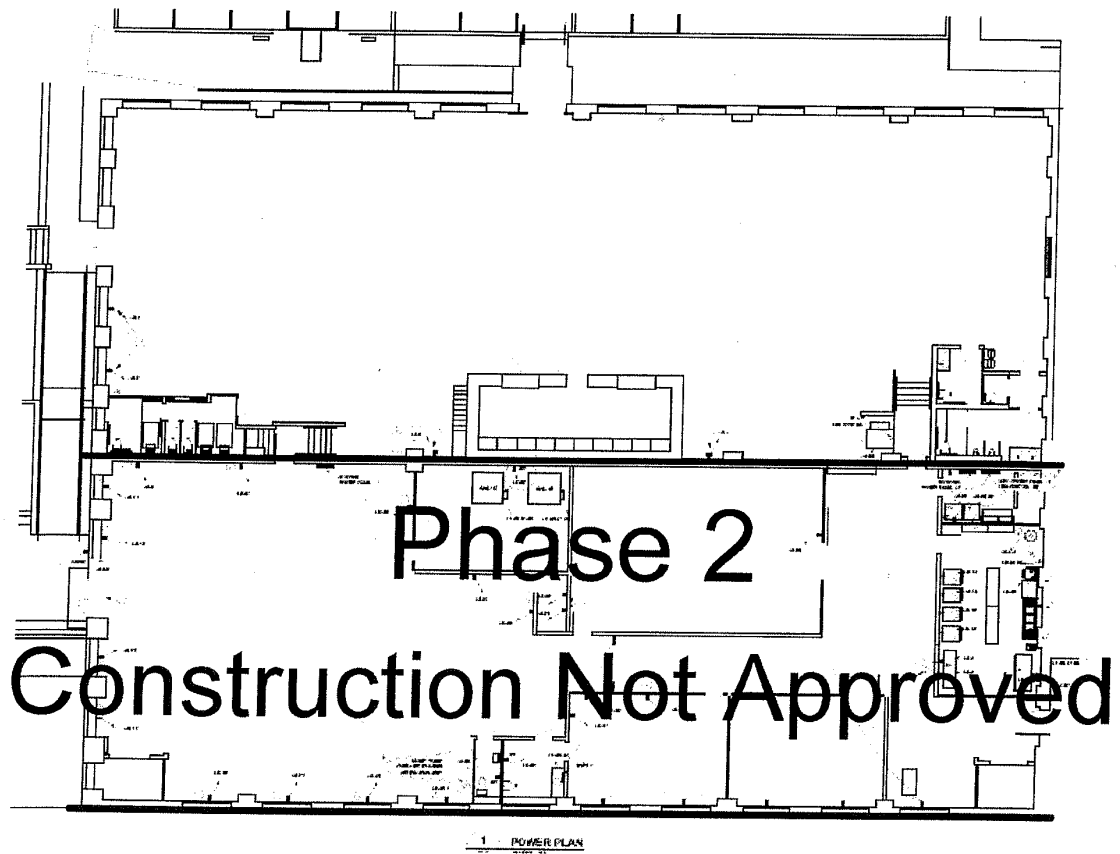
--
Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--
Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**

--

Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002



Message

From: Ashleigh Black [ablack@southernbleachery.com]
on behalf of Ashleigh Black <ablack@southernbleachery.com> [ablack@southernbleachery.com]
Sent: 3/5/2019 9:20:42 PM
To: Caleb Lewis [caleb@taylorsmill.community]
CC: Lawrence Black [lawbla@southernbleachery.com]; Taylors Mill [info@taylorsmill.community]
Subject: Re:

Hi Caleb,

Thanks for getting back to us.

Please find attached an updated schematic, noting no additional exterior doors, bathrooms, or an increase in occupancy alleviating the concerns noted in points 2 and 3.

Regarding the fire alarm, we would like to set up a meeting with your service provider to better understand the cost you've outlined and what is involved to see if this is feasible. Please advise if you would like me to schedule or if you would prefer to handle it. We would like to meet with them this week or next at the latest.

Thanks for sharing the other points of interest for issues between the two Developments. I would like to request separating all Development issues that do not pertain to the upfit or our lease. Lawrence is happy to work with you on these separately.

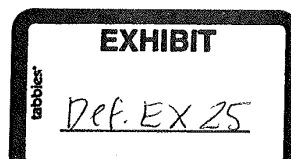
Please share the full list of items that need to be addressed for Phase 2 construction.

Best,
Ashleigh

On Wed, Feb 27, 2019 at 5:03 PM Caleb Lewis <caleb@taylorsmill.community> wrote:
Lawrence and Ashleigh,

We've been reviewing the proposed phase 2 construction and there are a few items that we need to address. This is not an exhaustive list, but the following issues are currently under review:

- 1) The fire alarm panel does not have enough room to sustain the additional circuits needed for your phase 2 construction. An additional panel will cost roughly \$10,000, and we are not prepared to take on this cost.
- 2) Phase 2 plans to add to your total occupancy rating, which puts additional strain on traffic, road, parking, and millage on TMD's taxes. The additional bathrooms required to increase your occupancy also add to the maintenance and electrical usage of the sewer lift station. These items are a "good problem" to have but still an additional expense that falls to Taylors Mill. On current and new tenants this is covered by NNN @ \$.75 sq ft, which SBE does not pay. I would need to consider an addendum to the current lease, to add NNN for the 16,000 sq ft space.
- 3) The addition of a second exterior door needs to be removed from the plans and corrected plans need to be submitted. I also have concerns about the "courtyard" door, and who has access to that area as it poses both a life safety and security concern.
- 4 We also need to address some points between Taylors Mill and Taylors Village, and I've listed them below...



TMD00000277

- The fire and water pit
- We need to address procedures for use of Taylors Mill western docks, and be certain we both have a clear understanding of the easement already in place.
- Taylors Village use of TMD's sewer lift station. There is not an agreement regarding the use and maintenance of the lift station. It's an additional expense TMD incurs, and we'd like to discuss this further.

If there are any other points you'd like to address, please do so.

Thanks,

--

Caleb Lewis
Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

--

Ashleigh Black
Southern Bleachery
250 Mill Street, STE PW-2101
Taylors, SC 29687
Tel: (864) 671-1370
E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays.**

DAVID MATHER BUTLER
ARCHITECT

1721 BEECHER ST.
ATLANTA, GA 30310
404/589-0800
dmb@dmab.com

©2008 DAVID BUTLER & ASSOCIATES, INC.

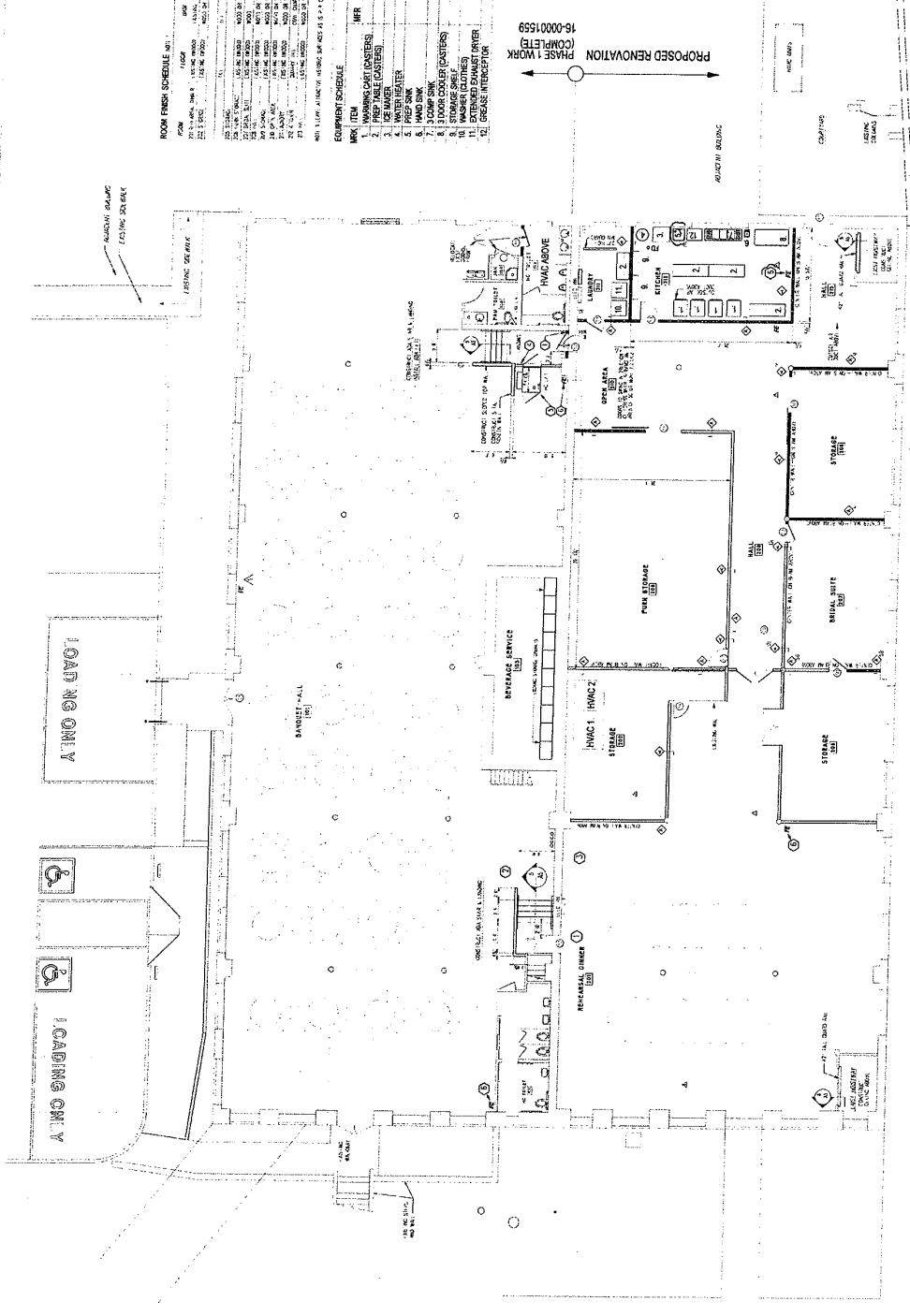
ROOM FINISH SCHEDULE

ROOM	FINISH	DATE	BY
1000	1000	1000	1000
1001	1001	1001	1001
1002	1002	1002	1002
1003	1003	1003	1003
1004	1004	1004	1004
1005	1005	1005	1005
1006	1006	1006	1006
1007	1007	1007	1007
1008	1008	1008	1008
1009	1009	1009	1009
1010	1010	1010	1010
1011	1011	1011	1011
1012	1012	1012	1012
1013	1013	1013	1013
1014	1014	1014	1014
1015	1015	1015	1015
1016	1016	1016	1016
1017	1017	1017	1017
1018	1018	1018	1018
1019	1019	1019	1019
1020	1020	1020	1020
1021	1021	1021	1021
1022	1022	1022	1022
1023	1023	1023	1023
1024	1024	1024	1024
1025	1025	1025	1025
1026	1026	1026	1026
1027	1027	1027	1027
1028	1028	1028	1028
1029	1029	1029	1029
1030	1030	1030	1030
1031	1031	1031	1031
1032	1032	1032	1032
1033	1033	1033	1033
1034	1034	1034	1034
1035	1035	1035	1035
1036	1036	1036	1036
1037	1037	1037	1037
1038	1038	1038	1038
1039	1039	1039	1039
1040	1040	1040	1040
1041	1041	1041	1041
1042	1042	1042	1042
1043	1043	1043	1043
1044	1044	1044	1044
1045	1045	1045	1045
1046	1046	1046	1046
1047	1047	1047	1047
1048	1048	1048	1048
1049	1049	1049	1049
1050	1050	1050	1050
1051	1051	1051	1051
1052	1052	1052	1052
1053	1053	1053	1053
1054	1054	1054	1054
1055	1055	1055	1055
1056	1056	1056	1056
1057	1057	1057	1057
1058	1058	1058	1058
1059	1059	1059	1059
1060	1060	1060	1060
1061	1061	1061	1061
1062	1062	1062	1062
1063	1063	1063	1063
1064	1064	1064	1064
1065	1065	1065	1065
1066	1066	1066	1066
1067	1067	1067	1067
1068	1068	1068	1068
1069	1069	1069	1069
1070	1070	1070	1070
1071	1071	1071	1071
1072	1072	1072	1072
1073	1073	1073	1073
1074	1074	1074	1074
1075	1075	1075	1075
1076	1076	1076	1076
1077	1077	1077	1077
1078	1078	1078	1078
1079	1079	1079	1079
1080	1080	1080	1080
1081	1081	1081	1081
1082	1082	1082	1082
1083	1083	1083	1083
1084	1084	1084	1084
1085	1085	1085	1085
1086	1086	1086	1086
1087	1087	1087	1087
1088	1088	1088	1088
1089	1089	1089	1089
1090	1090	1090	1090
1091	1091	1091	1091
1092	1092	1092	1092
1093	1093	1093	1093
1094	1094	1094	1094
1095	1095	1095	1095
1096	1096	1096	1096
1097	1097	1097	1097
1098	1098	1098	1098
1099	1099	1099	1099
1100	1100	1100	1100
1101	1101	1101	1101
1102	1102	1102	1102
1103	1103	1103	1103
1104	1104	1104	1104
1105	1105	1105	1105
1106	1106	1106	1106
1107	1107	1107	1107
1108	1108	1108	1108
1109	1109	1109	1109
1110	1110	1110	1110
1111	1111	1111	1111
1112	1112	1112	1112
1113	1113	1113	1113
1114	1114	1114	1114
1115	1115	1115	1115
1116	1116	1116	1116
1117	1117	1117	1117
1118	1118	1118	1118
1119	1119	1119	1119
1120	1120	1120	1120
1121	1121	1121	1121
1122	1122	1122	1122
1123	1123	1123	1123
1124	1124	1124	1124
1125	1125	1125	1125
1126	1126	1126	1126
1127	1127	1127	1127
1128	1128	1128	1128
1129	1129	1129	1129
1130	1130	1130	1130
1131	1131	1131	1131
1132	1132	1132	1132
1133	1133	1133	1133
1134	1134	1134	1134
1135	1135	1135	1135
1136	1136	1136	1136
1137	1137	1137	1137
1138	1138	1138	1138
1139	1139	1139	1139
1140	1140	1140	1140
1141	1141	1141	1141
1142	1142	1142	1142
1143	1143	1143	1143
1144	1144	1144	1144
1145	1145	1145	1145
1146	1146	1146	1146
1147	1147	1147	1147
1148	1148	1148	1148
1149	1149	1149	1149
1150	1150	1150	1150
1151	1151	1151	1151
1152	1152	1152	1152
1153	1153	1153	1153
1154	1154	1154	1154
1155	1155	1155	1155
1156	1156	1156	1156
1157	1157	1157	1157
1158	1158	1158	1158
1159	1159	1159	1159
1160	1160	1160	1160
1161	1161	1161	1161
1162	1162	1162	1162
1163	1163	1163	1163
1164	1164	1164	1164
1165	1165	1165	1165
1166	1166	1166	1166
1167	1167	1167	1167
1168	1168	1168	1168
1169	1169	1169	1169
1170	1170	1170	1170
1171	1171	1171	1171
1172	1172	1172	1172
1173	1173	1173	1173
1174	1174	1174	1174
1175	1175	1175	1175
1176	1176	1176	1176
1177	1177	1177	1177
1178	1178	1178	1178
1179	1179	1179	1179
1180	1180	1180	1180
1181	1181	1181	1181
1182	1182	1182	1182
1183	1183	1183	1183
1184	1184	1184	1184
1185	1185	1185	1185
1186	1186	1186	1186
1187	1187	1187	1187
1188	1188	1188	1188
1189	1189	1189	1189
1190	1190	1190	1190
1191	1191	1191	1191
1192	1192	1192	1192
1193	1193	1193	1193
1194	1194	1194	1194
1195	1195	1195	1195
1196	1196	1196	1196
1197	1197	1197	1197
1198	1198	1198	1198
1199	1199	1199	1199
1200	1200	1200	1200

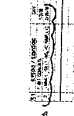
EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	MODEL	NOTES
1	WASHING MACHINE		
2	REFRIGERATOR		
3	STOVE		
4	WATER HEATER		
5	PREP SINK		
6	3 DOOR COOLER		
7	3 DOOR SINK		
8	3 DOOR COOLER		
9	STOVE		
10	STOVE		
11	STOVE		
12	STOVE		

PROPOSED RENOVATION
(COMPLETE)
15-00001559



FLOOR PLAN
1/18/11



PROJECT NAME: RENOVATION TO
SOUTHERN BLEACHERY
230 N. STREET
SITE 102
TAYLORS BLVD 248ST
PROJECT NO: 1001
DRAWING TITLE: FLOOR PLAN
DATE: 4/30/18
SHEET NO: A4

TMD00000279

Message

From: Caleb Lewis [caleb@taylorsmill.community]
on behalf of Caleb Lewis <caleb@taylorsmill.community> [caleb@taylorsmill.community]
Sent: 3/7/2019 4:50:36 PM
To: Ashleigh Black [ablack@southernbleachery.com]
CC: Lawrence Black [lawbla@southernbleachery.com]; Taylors Mill [info@taylorsmill.community]
Subject: Re:

Ashleigh,

Thank you for the updated drawings.

We are waiting to hear back from the fire alarm company. We will follow up as soon as possible.

We feel it is in our best interest to work through everything at once, rather than separating the issues, and prolonging the process.

We will put together an updated list of issues that need to be addressed and get that over to you.

Thanks,

Caleb

On Tue, Mar 5, 2019 at 4:20 PM Ashleigh Black <ablack@southernbleachery.com> wrote:
Hi Caleb,

Thanks for getting back to us.

Please find attached an updated schematic, noting no additional exterior doors, bathrooms, or an increase in occupancy alleviating the concerns noted in points 2 and 3.

Regarding the fire alarm, we would like to set up a meeting with your service provider to better understand the cost you've outlined and what is involved to see if this is feasible. Please advise if you would like me to schedule or if you would prefer to handle it. We would like to meet with them this week or next at the latest.

Thanks for sharing the other points of interest for issues between the two Developments. I would like to request separating all Development issues that do not pertain to the upfit or our lease. Lawrence is happy to work with you on these separately.

Please share the full list of items that need to be addressed for Phase 2 construction.

Best,
Ashleigh

On Wed, Feb 27, 2019 at 5:03 PM Caleb Lewis <caleb@taylorsmill.community> wrote:
Lawrence and Ashleigh,

We've been reviewing the proposed phase 2 construction and there are a few items that we need to address. This is not an exhaustive list, but the following issues are currently under review:

TMD00000280

1) The fire alarm panel does not have enough room to sustain the additional circuits needed for your phase 2 construction. An additional panel will cost roughly \$10,000, and we are not prepared to take on this cost.

2) Phase 2 plans to add to your total occupancy rating, which puts additional strain on traffic, road, parking, and millage on TMD's taxes. The additional bathrooms required to increase your occupancy also add to the maintenance and electrical usage of the sewer lift station. These items are a "good problem" to have but still an additional expense that falls to Taylors Mill. On current and new tenants this is covered by NNN @ \$.75 sq ft, which SBE does not pay. I would need to consider an addendum to the current lease, to add NNN for the 16,000 sq ft space.

3) The addition of a second exterior door needs to be removed from the plans and corrected plans need to be submitted. I also have concerns about the "courtyard" door, and who has access to that area as it poses both a life safety and security concern.

4 We also need to address some points between Taylors Mill and Taylors Village, and I've listed them below...

- The fire and water pit
- We need to address procedures for use of Taylors Mill western docks, and be certain we both have a clear understanding of the easement already in place.
- Taylors Village use of TMD's sewer lift station. There is not an agreement regarding the use and maintenance of the lift station. It's an additional expense TMD incurs, and we'd like to discuss this further.

If there are any other points you'd like to address, please do so.

Thanks,

--

Caleb Lewis

Owner

caleb@taylorsmill.community

www.taylorsmill.community

864-991-5002

--

Ashleigh Black

Southern Bleachery

250 Mill Street, STE PW-2101

Taylors, SC 29687

Tel: (864) 671-1370

E-mail: ablack@southernbleachery.com

** Southern Bleachery office hours are Tuesday through Friday 9:30am-5:00pm. Tours are scheduled during regular office hours, Tuesday and Thursday evenings and some Sunday afternoons. The office is closed on Mondays. **

TMD00000281



Caleb Lewis
Majority Owner
caleb@taylorsmill.community
www.taylorsmill.community
864-991-5002

TMD00000282

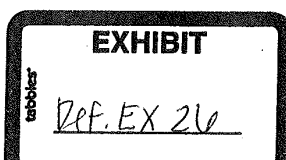
From: Caleb <caleb@taylorsmill.community>
To: lawbla@southernbleachery.com
<lawbla@southernbleachery.com>; ablack@southernbleachery.com
<ablack@southernbleachery.com>
CC: info@taylorsmill.community <info@taylorsmill.community>
Sent: 1/22/2019 9:24:51 PM
Subject: GREENVILLE-#1539288-v1-Easement_Agreement_-_Bk2232_Pg672.PDF
Attachments: GREENVILLE-#1539288-v1-Easement_Agreement_-_Bk2232_Pg672.PDF

Lawrence,

It's come to my attention that you've denied my employees, vendors and tenants access to the drive through dock door at the edge of Taylors Mill Development's property. Per the easement attached, we have the right to access this door through the driveway. I've also spoken to the fire marshal and he has no issue with this door being used, contrary to your previous statements. Please refrain from denying any further employees, tenants or vendors access to this dock door.

Best Regards,

Caleb Lewis



PLAINTIFF_00248



2006101706 ESMT
 Book:DE 2232 Page:872-681
 October 17, 2006 02:20:04 PM
 Rec:\$15.00 Cnty Tax:\$0.00 State Tax:\$0.00

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

FILED IN GREENVILLE COUNTY, SC
EASEMENT AGREEMENT

WHEREAS, Taylors Plant, LLC (Seller) is the owner of a tract of land, with improvements, situate on Mill Street in the County of Greenville, State of South Carolina, being more particularly described on Exhibit A attached hereto (the Seller's Property); and

WHEREAS, a portion of the Seller's Property, being more particularly described on Exhibit B attached hereto, has been conveyed to Taylors Mill Properties, LLC, and Taylors Village, LLC (collectively Buyer or Buyer's Property) as the context may require; and

WHEREAS, the parties desire to convey to each other certain easements that will benefit the respective properties;

NOW, THEREFORE, in consideration of the premises and the sum of One and No/100 (\$1.00) Dollar, each paid to the other, the parties hereto agree as follows:

Seller grants and conveys unto Buyer:

An easement for ingress and egress to and from Buyer's property over and across the private street beginning at the end of the public right of way of Mill Street and extending to the easternmost boundary of the Buyer's Property. Seller agrees to maintain that portion of the private street in a reasonable state of repair at its own cost and expense.

An easement over the Seller's Property for the operation and maintenance of the sanitary sewer line extending from the office building on the Buyer's Property to the main sewer line on the Seller's Property that runs parallel with the Enoree River as shown on the plats referred to in Exhibits A and B.

Buyer grants and conveys unto Seller:

An easement for ingress and egress extending from the privately owned extension of Mill Street over the existing driveways and access ways on the Buyer's Property to the concrete loading docks

serving the Seller's building. Buyer agrees to maintain such driveways and access ways in a reasonable state of repair at his own cost and expense.

An easement for the location, maintenance and repair of the concrete loading docks serving the Seller's building which encroach upon the eastern side of the Buyer's Property. Seller agrees to maintain such loading docks in a reasonable state of repair at its own cost and expense.

An easement for the operation, maintenance and repair of the treatment ponds situate on the Buyer's Property as shown on the plat referred to in Exhibit B, together with the water tower and all related pipes, adjuncts and equipment, whether above or below ground, which presently furnish water to the fire suppression system serving the buildings on both the Buyer's Property and the Seller's Property. This easement carries with it the right of access over the Buyer's Property for the purpose of making repairs or maintaining the fire suppression system. Seller intends to install a new water line extending along Mill Street which will furnish water for fire suppression and replace the treatment pond and related facilities. Upon satisfactory completion of the new line, the easement herein granted shall terminate and title to all equipment contained within the treatment pond area, together with the water tower and related fire suppression water lines shall pass to Buyer. Seller agrees to allow Buyer, at his election, to tap onto the new water line when completed, to serve the fire suppression systems that may be now or hereafter located on the Buyer's Property so long as, but only so long as, there is sufficient capacity to serve the fire suppression systems on both properties and the tap is approved by applicable governmental authorities. Buyer grants the right, to the extent necessary, to encroach upon the Buyer's Property for the purpose of installing the new water line, provided that the line itself shall be located within the right of way of Mill Street or the private extension thereof.

An easement over the eastern portion of the Buyer's Property for the installation, operation and maintenance of water lines extending from the new water line in Mill Street to the potable water and fire suppression lines serving the Seller's Property.

An easement for the operation, maintenance and repair of the existing sewer lines and water lines located on the Buyer's Property that serve the Seller's Property.

To the extent applicable, the easements herein conveyed carry with them the right and privilege of entering the encumbered property for the purpose of making such repairs and replacements to the facilities as may be necessary from time to time, provided that in the exercise of such rights, the parties will minimize interference with the use of the surrounding property and will restore the surrounding property as nearly as is practicable to its former condition.

The parties shall have the right to cut and clear from any water or sewer lines, any and all vegetation that might endanger such lines or their appurtenances or interfere with their proper operation. No building or other structure shall be erected over any sewer or water lines or so close thereto as to impose any load thereon.

The easements herein conveyed shall be deemed appurtenant to the property benefited thereby, and shall run with the land. The agreements set forth herein shall inure to the benefit of and bind the parties hereto and their successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

TO HAVE AND TO HOLD unto the parties hereto, their successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

9th day of October, 2006.

In the Presence of:

[Signature]
[Signature]

[Signature]
[Signature]

[Signature]
[Signature]

TAYLORS PLANT, LLC

BY: George W. Thompson, Jr.
Its: AUTHORIZED MEMBER

TAYLORS MILL PROPERTIES, LLC

BY: Kenneth E. Walker
Kenneth E. Walker, Sole Member

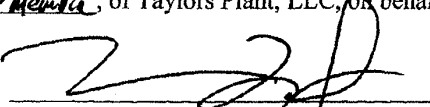
TAYLORS VILLAGE, LLC

BY: Ruby L. Walker
Ruby L. Walker, Sole Member

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

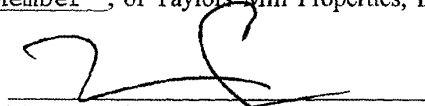
The foregoing instrument was acknowledged before me, this 9th day of October, 2006, by George W. Hensick, Jr., as authorized member, of Taylors Plant, LLC, on behalf of said limited liability company.


Notary Public for South Carolina
My Commission Expires: 10/15/06

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

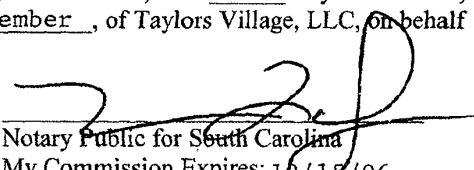
The foregoing instrument was acknowledged before me, this 9th day of October, 2006, by Kenneth E. Walker, as Sole Member, of Taylors Mill Properties, LLC, on behalf of said limited liability company.


Notary Public for South Carolina
My Commission Expires: 10/15/06

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me, this 9th day of October, 2006, by Ruby L. Walker, as Sole Member, of Taylors Village, LLC, on behalf of said limited liability company.


Notary Public for South Carolina

My Commission Expires: 10/18/06

EXHIBIT A

LEGAL DESCRIPTION
TAYLORS PLANT TRACT
GREENVILLE COUNTY, SOUTH CAROLINA

BEGINNING AT AN OLD IRON PIN (P.O.B. #1) ON THE NORTHERN EDGE OF THE RIGHT OF WAY FOR NORFOLK-SOUTHERN RAILWAY SYSTEM AT THE JOINT CORNER OF THE PREMISES HEREIN DESCRIBED AND PROPERTY NOW OR FORMERLY OF SMITH, AND RUNNING THENCE WITH THE NORTHERN EDGE OF THE SAID RIGHT OF WAY FOR NORFOLK-SOUTHERN RAILWAY SYSTEM S82-50E 3790.62 FEET TO AN OLD IRON PIN AT THE JOINT CORNER WITH PROPERTY NOW OR FORMERLY OF CAROTELL PAPER BOARD CORPORATION THENCE WITH THE SAID CAROTELL PROPERTY N00-00E 181.75 FEET TO AN IRON PIN THENCE CONTINUING WITH THE SAID CAROTELL PROPERTY AND WITH THE LINE OF PROPERTY NOW OR FORMERLY OF CHRISTENE J. NEW N7-05E 778.79 FEET TO AN OLD IRON PIN AT THE JOINT CORNER WITH PROPERTY NOW OR FORMERLY OF EUGENE HAWKINS THENCE WITH THE LINE OF THE SAID HAWKINS PROPERTY AND WITH THE LINE OF PROPERTY NOW OR FORMERLY OF GENNE F. BROWN N42-04W 384.63 FEET TO AN OLD IRON PIN THENCE WITH THE LINE OF PROPERTY NOW OR FORMERLY OF C.A. CRAWFORD N59-39W 246.33 FEET TO AN OLD IRON PIN AT THE JOINT CORNER WITH PROPERTY NOW OR FORMERLY OF CANTRELL THENCE WITH THE LINE OF THE SAID CANTRELL PROPERTY S15-32W 94.25 FEET TO AN OLD IRON PIN AT THE JOINT CORNER WITH PROPERTY NOW OR FORMERLY OF ASHWOOD, INC. THENCE WITH THE LINE OF THE SAID ASHWOOD, INC. THE FOLLOWING COURSES AND DISTANCES: S15-31W 78.0 FEET TO AN IRON PIN, AND THENCE S77-04W 137.67 FEET TO AN OLD IRON PIN THENCE CONTINUING WITH THE LINE OF THE SAID ASHWOOD, INC. PROPERTY AND WITH THE LINE OF PROPERTY NOW OR FORMERLY OF FREE, S69-14W 183.35 FEET TO AN IRON PIN THENCE WITH THE LINE OF SAID FREE PROPERTY, THE FOLLOWING COURSES AND DISTANCES: S20-18W 185.55 FEET TO AN IRON PIN, AND THENCE S37-29E 161.40 FEET TO AN IRON PIN ON THE WESTERN EDGE OF A PRIVATE ROAD THENCE WITH THE LINE OF PROPERTY NOW OR FORMERLY OF SLEBELT PROPERTIES, THE FOLLOWING COURSES AND DISTANCES: N40-55W 464.43 TO AN OLD IRON PIN, THENCE N55-25W 365.76 FEET TO AN IRON PIN, THENCE N55-15W 507.29 FEET TO AN OLD IRON PIN, THENCE N50-19W 250.40 FEET TO AN OLD IRON PIN, THENCE N24-41W 182.61 FEET TO AN OLD IRON PIN, THENCE N62-24W 194.12 FEET TO AN OLD IRON PIN, THENCE TURNING AND RUNNING ACROSS THE ENOREE RIVER S47-13W 109.85 FEET TO AN IRON PIN, THENCE WITH THE LINE OF PROPERTY NOW OR FORMERLY OF KINGSTON REALTY COMPANY S27-25W 93.01 FEET TO AN OLD IRON PIN AT THE JOINT CORNER WITH PROPERTY NOW OR FORMERLY OF VAUGHN THENCE WITH THE LINE OF THE SAID VAUGHN PROPERTY, THE FOLLOWING COURSES AND DISTANCES: S81-1E 53.89 FEET TO AN OLD IRON PIN, THENCE S7-46W 85.72 FEET TO AN OLD IRON PIN, AND THENCE N52-14W 63.0 FEET TO AN IRON PIN AT THE EASTERN TERMINUS OF MILL STREET; THENCE WITH THE EASTERN TERMINUS OF MILL STREET S27-25W 62.45 FEET TO AN OLD IRON PIN ON THE SOUTHERN EDGE OF THE RIGHT OF WAY FOR MILL STREET; THENCE WITH THE SOUTHERN EDGE OF THE SAID RIGHT OF WAY FOR MILL STREET, THE FOLLOWING COURSES AND DISTANCES: N62-31W 126.44 FEET TO AN OLD IRON PIN, THENCE N45-09W 106.27 FEET TO AN OLD IRON PIN, THENCE N57-25W 225.44 FEET TO AN OLD IRON PIN, THENCE N63-53W 205.88 FEET TO AN OLD IRON PIN AT THE INTERSECTION OF MILL STREET AND HILL STREET; THENCE WITH THE SOUTHWESTERN EDGE OF THE RIGHT OF WAY FOR HILL STREET S41-47W 73.91 FEET TO AN OLD IRON PIN AT THE JOINT CORNER WITH PROPERTY NOW OR FORMERLY OF PEDEN THENCE WITH THE LINE OF THE SAID PEDEN PROPERTY, THE FOLLOWING COURSES AND DISTANCES: S25-35E 112.05 FEET TO AN OLD IRON PIN, THENCE S0-17W 51.29 FEET TO AN IRON PIN, THENCE S31-33W 41.5 FEET TO AN OLD IRON PIN, THENCE S7-17E 32.13 FEET TO AN OLD IRON PIN, AND THENCE N41-15W 73.3 FEET TO AN IRON PIN AT THE JOINT CORNER WITH PROPERTY NOW OR FORMERLY OF SMITH THENCE WITH THE LINE OF SAID SMITH PROPERTY, THE FOLLOWING COURSES AND DISTANCES: S67-12W 70.45 FEET TO AN IRON PIN, THENCE S7-31W 82.14 FEET TO AN IRON PIN, AND THENCE S2-18W 167.71 FEET TO THE POINT OF BEGINNING CONTAINING 78.268 ACRES ACCORDING TO A PLAT ENTITLED "JPS AUTOMOTIVE PRODUCTS CORP." DATED NOVEMBER 1988, PREPARED BY DALTON & NEVES CO., INC. ENGINEERS, GREENVILLE, SOUTH CAROLINA, REFERENCE PLAT RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK 15-K AT PAGES 67 AND 68, and shown on plat entitled "JPS Automotive Products Corp.", prepared by Dalton & Neves Co., Inc., Engineers, Greenville, S.C., dated June 23, 1994.

TMD00000261

EXHIBIT A
(Continued)

LEGAL DESCRIPTION
WATER TANK TRACT
TAYLORS PLANT
GREENVILLE COUNTY, SOUTH CAROLINA

BEGINNING AT AN OLD IRON PIN (P.O.B. #2) IN THE CENTER LINE OF A FIFTEEN FOOT DRIVE EASTWARD AT THE JOINT CORNER WITH LOT 73, AND RUNNING THENCE WITH THE LINE OF LOT 73, THE FOLLOWING COURSES AND DISTANCES: N85-24W 32.0 FEET TO AN OLD IRON PIN; THENCE S81-4E 20.0 FEET TO AN OLD IRON PIN, AND THENCE S85-23E 32.0 FEET TO AN OLD IRON PIN IN THE CENTER LINE OF SAID FIFTEEN FOOT DRIVE EASEMENT; THENCE WITH THE LINE OF SAID FIFTEEN FOOT DRIVE EASTWARD N81-47W 20.0 FEET TO THE POINT OF BEGINNING CONTAINING 0.144 ACRES ACCORDING TO A PLAT ENTITLED "JFS AUTOMOTIVE PRODUCTS CORP." DATED NOVEMBER, 1994, PREPARED BY DALTON & NEVES CO., INC. ENGINEERS, GREENVILLE, SOUTH CAROLINA. REFERENCE PLAT RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK 15-K AT PAGES 67 & 68, and shown on plat entitled "JFS Automotive Products Corp.", prepared by Dalton & Neves Co., Inc., Engineers, Greenville, S.C., dated June 23, 1994.

Exhibit "B"

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as **Tract #1, containing 10.69 acres**, more or less, on Mill Street and **Tract #2, containing 2.23 acres, more or less**, on Mill Street upon a plat entitled "SURVEY FOR KENNETH E. WALKER AND RUBY L. WALKER", dated May 25, 2006, prepared by Langford Land Surveying, of record in the Office of the Register of Deeds for Greenville County, SC in Plat Book 1021 at Page 85; reference to said plat being hereby made for a more complete metes and bounds description. 10-17-06

Together with a permanent, non-exclusive 30 foot easement for ingress and egress over that certain private drive as depicted on the aforementioned survey.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- (1) I have read the information on this affidavit and I understand such information.
- (2) The property being transferred is located at Mill Street, Taylors, SC, bearing Greenville County Tax Map Number T007.00-01-001.04, was transferred by Taylors Plant, LLC to Taylors Village, LLC and Taylors Mill Properties, LLC on 10/9/06.

- (3) Check one of the following: The deed is

- a. ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- b. ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- c. ☒ exempt from the deed recording fee because (see Information section of affidavit).
#1

(If exempt, please skip Items 4-7 and go to Item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

- (4) Check one of the following if either Item 3.a. or 3.b. above has been checked. (See Information section of this affidavit.)

- a. ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- b. ☐ The fee is computed on the fair market value of the realty which is _____.
- c. ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

- (5) Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____.

- (6) The deed recording fee is computed as follows:

- a. Place the amount listed in Item 4 above here: _____
- b. Place the amount listed in Item 5 above here: _____
(If no amount is listed, place zero here.)
- c. Subtract Line 6.b. from Line 6.a. and place result here. _____

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2006101706 Book: DE 2232 Page: 672-681
October 17, 2006 02:20:04 PM

Timothy J. Ramsey

- (7) The deed recording fee due is based on the amount listed on line 6 c. above and the deed recording fee due is: _____.

- (8) As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney.

- (9) I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than \$1,000.00 or imprisoned not more than one year, or both.
SWORN before me this 9th day of
October, 2006.

John D. Shealy
Notary Public for SC
My Commission Expires: 9/29/08

Responsible Person Connected with the Transaction
Thomas F. Dugas

TMD00000264

RECEIVED

Mar 27 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Robin B. Stilwell
Case No. 2019-CP-23-06187
Appellate Case No. 2022-001072

Taylors Mill Events, LLC d/b/a Southern Bleachery and Lawrence Black,

Appellants,

v.

Taylors Mill Development, LLC f/k/a Taylors Mill Development, LLP,

Respondent.

CERTIFICATE OF APPELLANT

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.


Elizabeth H. Black, SC Bar No. 76067
HAYNSWORTH SINKLER BOYD, P.A.
1201 Main Street
P.O. Box 11889 (29211-1889)
Columbia, SC 29201-3226
T: 803.779.3080
F: 803.765.1243
eblack@hsblawfirm.com
Attorneys for Appellants

March 27, 2023