

THE STATE OF SOUTH CAROLINA
In the Supreme Court

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JUN 26 2012

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

S.C. Supreme Court

Edward W. Miller, Circuit Court Judge

Opinion No. 2012-UP-227 (S.C. Ct. App. Filed April 18, 2012)

City of Greenville, ... Respondent,

v.

Amrik Singh and SBPS, Inc. d/b/a Travel Inn, ... Petitioner,

APPENDIX

Vol. II

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Case No. 2007-CP-23-02755

Amrik Singh and SBPS, Inc.
d/b/a/ Travel Inn,

Respondents,

v.

City of Greenville,

Appellant.

RECORD ON APPEAL
VOLUME 1 OF 3

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INDEX

ORDERS

Order of Honorable Edward W. Miller, dated June 8, 2010.....	1
Order of Honorable Edward W. Miller, dated May 18, 2010.....	2
Order of Honorable Edward G. Welmaker, dated August 14, 2007.....	10
Order of Honorable Edward W. Miller, dated June 19, 2007.....	11
Order of Honorable Larry R. Patterson, dated April 24, 2007	23
Order of Honorable D. Garrison Hill, dated September 30, 2006	24
Order of Honorable D. Garrison Hill, dated September 15, 2006	25

PLEADINGS

Singh's Notice of Intent to Appeal Business License Revocation to City Council, dated September 11, 2006.....	29
Singh's Motion for Temporary Injunction, dated September 13, 2006.....	71
Singh's Motion to Alter or Amend Judgment, dated September 19, 2006.....	74
City's Memorandum in Opposition to Defendant's Motion, dated September 27, 2006	86
Complaint, filed April 12, 2007.....	93
Singh's Motion for Temporary Injunction, dated April 12, 2007	111
Singh's Memorandum in Support of Motion for Temporary Injunction, dated April 23, 2007	113
Singh's Notice of Intent to Appeal to Circuit Court, dated April 25, 2007	166
Answer, filed May 10, 2007	167
City's Notice of Motion and Motion to Dismiss Appeal, dated May 11, 2007.....	179
Memorandum in Support of City's Motion to Dismiss Appeal, dated May 25, 2007 Including Exhibits A-K.....	181

City's Notice of Appeal, dated July 13, 2007	210
Court of Appeals Opinion, dated July 29, 2009	211
Remittitur from Court of Appeals, dated August 14, 2009	216
City's Memorandum in Support of Dismissal of Appeal, dated September 2, 2009	217
City's Letter to Judge Miller responding to Court's request to supplement the record of the administrative proceedings with back-up information, dated December 9, 2009	482
Judge Miller's e-mail to Ron McKinney requesting a response to follow-up questions, dated December 15, 2009	648
Response letter from Ron McKinney to Judge Miller's December 15, 2009 email, dated December 18, 2009	650
Travel Inn's Supplemental Memorandum in Support of Appeal, dated April 15, 2010	652
City's Reply Memorandum, dated April 28, 2010	736
City's Motion to Alter or Amend Judgment, dated May 24, 2010	743
City's Notice of Appeal, dated July 14, 2010	747
City's Amended Notice of Appeal, dated July 26, 2010	748

TRANSCRIPTS

Transcript with all exhibits, November 17, 2009	749
Transcript, August 6, 2007	857
Transcript, May, 30, 2007	887
Transcript, August 29, 2006	927

EXHIBITS

Hearing Officer's Recommendation, dated August 30, 2006	1050
James Bourey letter, dated September 6, 2006	1052
City Council Formal Meeting Minutes, dated November 13, 2006	1053

Lillian Brock Fleming letter, dated November 15, 2006	1071
Executed Conditional License Terms dated November 17, 2006	1073
City of Greenville Memorandum from Chief Willie Johnson dated January 17, 2007	1074
Debra Gammons letter dated February 20, 2007	1076
City Manager letter dated March 30, 2007	1078
Debra Gammons letter dated April 6, 2007	1081
James W. Fayssoux, Jr. letter dated June 22, 2007	1083
Certificate of Counsel	1084

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

RECEIVED
JUN 16 2010
CITY ATTORNEY

CASE NO.: 2007-CP-23-2755

JUDGMENT IN A CIVIL CASE

FILED-CLERK OF COURT
GREENVILLE COUNTY
PAUL B. WICKENSIMER

Amrik Singh and SBPS, Inc. d/b/a Travel Inn v. City of Greenville

JUN 15 A 11:06

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other:
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy: ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other:

IT IS ORDERED AND ADJUDGED:

☒ See attached order;

☒ Statement of Judgment by the Court:

City of Greenville's Motion to Alter or Amend Judgment Pursuant to S.C.R.C.P Rule 59 is DENIED.

Dated at Greenville, South Carolina, this _____ day of 6/8, 2010.

Court Reporter: _____

Edward W. Miller
PRESIDING JUDGE – EDWARD W. MILLER

This judgment was entered on the 15th day of June, 2010, and a copy mailed first class this 15th day of June, 2010 to attorneys of record or to parties (when appearing pro se) as follows:

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Greenville, South Carolina 29601

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Ronald W. McKinney, Esq.
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Greenville, South Carolina 29602

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

RECEIVED
MAY 20 2010
CITY ATTORNEY

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2007CP2302755

Amrik Singh vs. Greenville City Of

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:

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

Dated at Greenville, South Carolina, this .

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 19th day of May, 2010, and a copy mailed first class this 19th day of May, 2010, to attorneys of record or to parties (when appearing pro se) as follows:

James Fyessoux Jr.
Ryan Lewis Beasley Attorney At Law 650 E
Washington St Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

SCRC PAPP-24/FORM 4.

~~Debra J. Gammons~~ 1818 Pierce Street Daniel
Island, SC 29492
Ronald W. McKinney City of Greenville P.O.
Box 2207 Greenville, SC 29602

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

CPFORM4M

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AMRIK SINGH and SBPS, Inc.
d/b/a TRAVEL INN,

Appellants,

v.

CITY OF GREENVILLE,

Respondent.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2007-CP-23-2755

ORDER

2009 MAY 19 A 10:40
FILED
CLERK OF COURT
THIRTEENTH JUDICIAL CIRCUIT
GREENVILLE, SOUTH CAROLINA

This matter came before the Court on remand from the South Carolina Court of Appeals, Opinion No. 4601, filed July 29, 2009. Specifically, the South Carolina Court of Appeals instructed the Court to review all the complaints against the Appellants, and to view the revocation of Appellants' business license as one continuous process, to determine whether the Respondent City's decision to revoke Appellants' license was arbitrary, unreasonable, or an obvious abuse of discretion. Also, the appellate court allowed the Court to consider the actions of Greenville City Council in relinquishing complete discretion to its city manager to determine issues of compliance and the ability to extend the period for the conditional business license. A remand hearing was held before the Court on November 17, 2009, and both Appellants and Respondent were represented by counsel.

After hearing oral arguments and reviewing written submissions from both counselors, and based upon careful consideration of all the evidence this Court finds the city manager's revocation of Appellants' business license was arbitrary, and that Greenville City Council's delegation of legislative authority to city manager was inappropriate.

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Summary of the Case

The City revoked the Appellants' license in August, 2006, pursuant to Greenville City Ordinance §8 – 43 asserting that an excessive number of police calls to the premises amounted to a public nuisance, thereby authorizing revocation of Travel Inn's business license. An administrative hearing followed on November 15, 2006 which upheld the initial revocation. Appellants appealed that decision to City Council pursuant to Ordinance §8 – 44, and City Council voted to modify the revocation by granting the Appellants' a Conditional Business License for a period of sixty (60) days. The City then delegated the city manager as the sole arbiter of compliance issues with respect to the Conditional Business License. This Conditional Business License included specific conditions agreed upon in writing by Appellants, city manager and Greenville City Police Department.

At the expiration of the sixty (60) day period, City Police Chief Willie L. Johnson submitted a written evaluation to city manager assessing Travel Inn's compliance with the conditions of the written agreement and City Council's demands that it reduce any nuisance activities. Chief Johnson's memorandum indicates that "immediately following council's action to allow the Travel Lodge and Motel to operate on a 60 day probationary period I assigned our vice and narcotics bureau to keep a daily check on the premises." The Chief reported that the rooms were much cleaner, the parking lot was being pressure washed during inspection and the security guards were uniformed and visible. His ultimate finding and report to City Council was that based on the Department's both announced and unannounced inspections, "Mr. Singh has lived up to the conditions outlined in the November 17, 2006 meeting . . ." Thereafter, the city manager informed Appellants on February 20, 2007 that he had decided to extend the Conditional Business License for one (1) year and further reiterated the previous terms and

conditions. No basis or authority was provided as to why the city manager extended the probationary period for one (1) year instead of the six (6) month time period that was expressly authorized by City Council.

On March 30, 2007, without any further communication, city manager gave notice to Appellants that the Conditional Business License was revoked based upon Mr. Singh's alleged "inability or unwillingness to maintain a safe, drug-free, and crime-free environment," a standard absent from both Ordinance §8 – 43 and the aforementioned terms and conditions. Thereafter, Appellants requested an appeal of this revocation pursuant to Ordinance §8 – 44, but were denied any administrative review.

It is against this backdrop, as well as the instructions from the appellate court's opinion, that this remand proceeded.

Legal Analysis

Although the Court would agree that the specific terms and conditions set forth in the Conditional Business License agreement were reasonable standards for Appellant Singh to retain his license, the fairness and equity of those intentions were lost when the City granted its manager the exclusive and unfettered discretion to determine compliance. Similar relinquishments of discretion have been previously held by our Courts to be arbitrary per se. "As a general rule, '[a] statute which in effect reposes an absolute, unregulated, and undefined discretion in an administrative body bestows arbitrary powers and is an unlawful delegation of legislative power. We have held invalid ordinances attempting to vest such arbitrary powers in municipal authorities." S.C.D.O.T. v. Harbin, 226 S.C. 585, 86 S.E.2d 466, 471 (1955). Just as the legislature can not relinquish such arbitrary discretion to an administrative body, the City

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cannot grant similar discretion to its manager. Furthermore, a presumption that an officer will not act arbitrarily but will exercise sound judgment and good faith will not sustain a delegation of unregulated discretion. *Id.* at 471. (See also, Gale v. State Board of Medical Examiners, 282 S.C. 474, 320 S.E.2d 35 (Ct. App. 1984), holding that the "non-delegation doctrine" prohibits the legislature from vesting unbridled, uncontrolled or arbitrary power in an administrative agency.) Even though the relevant ordinance may on its face pass constitutional muster, if the City implements it in an undefined and extraordinary manner so as to give unbridled discretion to an officer, it becomes arbitrary, unreasonable and an obvious abuse of discretion in its application. That is precisely what occurred in this case.

In reaching its decision, the Court is guided our by Supreme Court in Morrison v. Rawlinson, 193 S.C. 25, 7 S.E.2d 635 (S.C. 1940), in finding that "the power to declare what shall be a nuisance and to abate it is ordinarily not a self executing one. It must be exercised only in accordance with ordinances or by-laws regularly and legally adopted applicable alike to all of the class." See also, Schloss Poster Advertising Co. v. City of Rock Hill, 190 S.C. 92, 2 S.E.2d 392 (S.C. 1939). The Court in Morrison, held that "[w]e have found no authority dissenting from the general proposition that the power to declare a nuisance must be exercised by an ordinance general in its character operating uniformly upon all persons and upon all property of the same character within the city. And it is generally held that a municipal corporation cannot make a thing a nuisance by merely declaring it to be such." *Id.*

In this instance, the Court finds the relinquishment and delegation of authority to a single individual, to exercise at his own whim, would be improper in that it reserved in its city manager arbitrary power without guidance from any uniform rules or regulations applying to all businesses similarly situated. In effect, the City committed itself to the unfettered and

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unrestrained will of a single individual to determine compliance for any reason deemed satisfactory by him. As a result, the sole basis articulated by the city manager for revocation was Appellant Singh's "unwillingness and inability" to maintain a "safe, crime-free and drug-free environment;" a subjective standard that is absent from the applicable city ordinances, and therefore in no way controls or guides the discretion by which city manager was so vested. The city manager completely ignored the conditions he was to expressly instructed to monitor and created a new standard exclusively for the Travel Inn. When City Council relinquished their proscribed authority unto a single person, they permitted the city manager to cloth himself with the uncontrolled power to capriciously permit a license to some and deny it to others. The inherent danger here is that it makes possible arbitrary discriminations and abuses in its execution, setting up no standard of guidance and containing no limitations. It is well settled that municipality decisions that are made on sweeping and general conclusions which are not based on specific criteria in an ordinance are necessarily arbitrary and unenforceable. See Peterson Outdoor Advertising v. City of Myrtle Beach, 327 S.C.230, 489 S.E.2d 630 (1997). It would seem that is precisely what this unique application of the revocation ordinance allowed to occur in this case – a complete abandonment of any standard and the substitution of unfettered and undefined will.

The Court takes notice that Ordinance § 8 – 44 was codified for the purpose of providing a licensee with meaningful review by established procedures through which impartial enforcement can be secured. A decision beyond the parameters set forth by Ordinance §8 – 44 would be a legislative matter. Accordingly, the Court finds that City Council's decision to relinquish its decision-making authority to the city manager was an inappropriate delegation of legislative authority.

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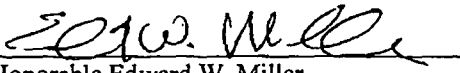
This Court has viewed the entire process as one continuous revocation proceeding, taking into consideration every complaint attributed to Travel Inn's property during the relevant periods. Without question, 901 calls are substantial and raise valid concern and action from the City, *provided* it follows the protocols and procedures in place to guarantee adequate due process. Moreover, the number and level of the complaints as it pertains to the Travel Inn depends largely on what time period is applied. There has been evidenced submitted by both parties as to whether or not Mr. Singh had the requisite control or ownership during the time period prior to his acquisition of the property. Furthermore, there is undisputed evidence in the record that once Mr. Singh was given formal notice and entered into agreements with the City to employ additional security measures, the property experienced a drastic improvement in the need for a police presence, apparently achieving the best incident record in the City for the provisional license time period. The Court has also considered that the city manager actually revoked the license on standards completely separate from the parties' written agreement and that the City specifically chose not to institute a specific number of police calls in the probationary period as being violative of said agreement.

However, the Court need even address the specifics of the debate over the number and substance of each "911" call if the process employed for determination of nuisance as to Travel Inn was in itself an unlawful delegation of legislative authority.

I find that the revocation of the Travel Inn's business license resulted from the City's inappropriate relinquishment of complete discretion to its city manager which amounted to an unlawful delegation of legislative authority. Therefore, the City's revocation of the Travel Inn's business license is reversed.

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IT IS SO ORDERED.


Honorable Edward W. Miller
Thirteenth Judicial Circuit

May 18, 2010
Greenville, South Carolina

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

CASE NO. : 2007-CP-23-2755

RECEIVED
JUDGMENT IN CIVIL CASE

AUG 22 2007

ATTORNEY

Amrik Singh, et al. v. City of Greenville

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: ☐ Bankruptcy;
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC, ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

This matter came before the Court pursuant to Plaintiff's motion for a temporary restraining order. The Court finds that it lacks jurisdiction under Rule 225, S.C.R.A.P.

Dated at Greenville, South Carolina, this 14 day of Aug, 2007.

Court Reporter: _____

G. Edward Welmaker
PRESIDING JUDGE - G. EDWARD WELMAKER

This judgment was entered on the 20th day of August, 2007, and a copy mailed first class this 20th day of August, 2007 to attorneys of record or to parties (when appearing pro se) as follows:

James Walter Fayssoux, Jr. PO Box 1749 Greenville, SC 29602
Ryan Beasley 644 E. Washington St., Greenville, SC 29601

Debra Gammons PO Box 2207 Greenville, SC 29602

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRPC APP-24/FORM 4 (Rev. 6/02)

Paul B. Wickensimer - Clerk of Court

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

CASE NO. : 2007CP2302755

JUDGMENT IN A CIVIL CASE

Amrik Singh vs. Greenville City Of

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: _____

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

SEE ATTACHED ORDER

Dated at Greenville, South Carolina, this _____ day of _____, 20____.

Court Reporter: _____

PRESIDING JUDGE -

This judgment was entered on the 20TH day of JUNE, 2007, and a copy mailed first class this 20TH day of JUNE, 2007 to attorneys of record or to parties (when appearing pro se) as follows:

James Walter Fayssoux Jr Anderson Fayssoux & Chasteen P.O.
Box 1749 Greenville, SC 29602
Ryan Bensley Price Paschal & Ashmore 644 East Washington
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Debra J. Gammons City of Greenville P.O. Box 2207 Greenville,
SC 29602

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRPC APP-24/FORM 4 (Rev. 6/02)

Paul B. Wickensimer - Clerk of Court

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

AMRIK SINGH and SBPS, Inc.)
d/b/a TRAVEL INN,)

Appellant,)

vs.)

CITY OF GREENVILLE,)

Respondent.)

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. NO. 2007-CP-23-02755

ORDER

FILED
CLERK OF COURT
JUL 11 AM 20 A 28

This matter comes before the Court upon the Appellant's Notice of Intent to Appeal, pursuant to Rule 74, South Carolina Rules of Civil Procedure ("SCRCP") and Respondent's Notice of Motion and Motion to Dismiss Appeal, pursuant to Rule 72, SCRCP, and § 8-44, City of Greenville Code of Ordinances ("CGCO"). This Appeal and Motion were heard on May 30, 2007 in Greenville, South Carolina. For the reasons set forth below, the Court denies Respondent's Motion to Dismiss Appeal and orders that the business license review procedure of § 8-44 be followed.

CHRONOLOGY OF EVENTS

The appellant, Amrik Singh, is the owner of the Travel Inn (formerly Travel Lodge), located at 755 Wade Hampton Boulevard in Greenville, South Carolina. In a letter from Jonathan F. Simons, the Interim Director of the City of Greenville's ("City") Office of Management & Budget, to the Appellant dated August 2, 2006, Mr. Simons gave the Appellant notice that the City was going to revoke his business license for the Travel Inn effective September 16, 2006. The grounds for revocation were the numerous offenses and activities that had occurred on or near the business and that the continued

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operation of the business would constitute a nuisance detrimental to the health, safety, and welfare of the public because of the nature and frequency of the offenses. The letter further notified the appellant of his right to a hearing and the procedures of the hearing.

The Appellant did request a hearing, which was held on August 29, 2006 in front of Steve Landrith, the hearing officer as provided by § 8-44, CGCO. On August 30, 2006, Mr. Landrith submitted his summarized report of the hearing, including his findings of facts and recommendations, to James M. Bourey, the City Manager, as provided by § 8-44, CGCO. Mr. Landrith's recommendation to Mr. Bourey was that he ratify Mr. Simon's revocation of Appellant's business license. Mr. Bourey accepted Mr. Landrith's recommendation that Appellant's business license be revoked effective September 16, 2006 and notified the Appellant of this, his right to appeal, and the appellant procedures in a letter dated September 6, 2006.

On September 11, 2006, the Appellant did submit his Notice of Intent to Appeal to City Council. Before City Council could hear Appellant's appeal, Appellant pursued a temporary injunction in Greenville County's Court of Common Pleas. The Honorable D. Garrison Hill denied the motion in an Order dated September 15, 2006 sighting the Appellant's adequate remedy at law and the failure to demonstrate a likelihood of success on the merits. On September 30, 2006, Judge Hill denied Appellant's Motion to Reconsider or Alter or Amend that Order.

Appellant's Appeal before City Council was heard on November 13, 2006. After hearing the oral arguments, City Council voted to modify the revocation of Appellant's business license and granted a Conditional Business License to Travel Inn. The terms of the conditional business license were explained in a November 15, 2006 letter from

Lillian Brock Flemming, City Council's Mayor Pro Tem, to Ryan Beasley, Appellant's

counsel. The terms of the letter were:

- (1) Travel Inn may re-open its business November 20, 2006 and remain open for 60 days thereafter provided that:
- (2) Travel Inn complies with all conditions to be established by the City Manager;
- (3) at the end of the sixty day period, the Police Department will submit a written evaluation to the City Manager measuring Travel Inn's compliance with the conditions and compliance with reducing the illegal and nuisance activities on the premises;
- (4) if after the sixty day period, the City Manager finds that Travel Inn is in compliance with the conditions and illegal and nuisance activities have significantly decreased, Travel Inn will be placed on a six month Probation Period;
- (5) the Police Department shall continue to monitor Travel Inn and report to the City Manager;
- (6) any deviation from the conditions reported to the City Manager will result in automatic revocation of the Conditional Business License of Travel Inn on the date the City Manager determines that the Travel Inn is not in compliance.

The further conditions established by the City Manager and agreed to in writing on

November 17, 2006 by Mr. Singh and his son, Balvir Singh, were:

- (1) Maintain a log of persons placed on Trespass Notice and refuse to rent rooms to any person on this list. Police will be able to inspect this list at any time without prior notice
- (2) Require presentation of a personal identification card or Driver's License and motor vehicle tag number from all patrons upon registering for lodging
- (3) Require a \$100.00 Security Deposit for those patrons that reside at this location for more than one week continuously
- (4) Prohibit hourly room rates
- (5) Maintain security cameras and record all activity for retrieval
 - (a.) Monitor cameras twenty-four hours per day
 - (b.) Police will be able to monitor cameras at any time without prior notice
- (6) Provide written documentation that the security company used by Travel Inn is licensed and bonded by the State of South Carolina
 - (a.) Security personnel must be on duty 24 hours a day / 7 days a week
 - (b.) Security personnel must monitor all parking lots and the sidewalk in front of Travel Inn to reduce prostitution
- (7) Names and addresses of security personnel and Travel Inn employees must be submitted to Police. Security personnel must not have criminal convictions
- (8) Police will be able to inspect all rooms before reopening November 20, 2006
- (9) The property owner and manager are responsible for maintaining the grounds and complying with the property maintenance code

(10) Enforce all conditions in the Travel Inn Policy submitted to the City of Greenville

The only change to these agreed to conditions, contained in a November 17, 2006 letter from Debra Gammons, Assistant City Attorney, to Mr. Beasley, was that Appellant did not have to fully comply with condition (6.)(a.) until December 5, 2006; between November 20, 2006 and that date, Appellant was only required to have security personnel on the premises from 3:00 pm to 5:00 am.

Following the initial sixty day evaluation period, Chief Willie L. Johnson, of the City's Police Department, submitted his written evaluation to Mr. Bourey measuring Travel Inn's compliance with the conditions and compliance with reducing the illegal and nuisance activities on the premises as instructed by City Council. In his memo, dated January 17, 2007, Chief Johnson concluded that, based on their inspections, Appellant had lived up to the conditions required of him to remain open. Chief Johnson further stated that the Police would continue to watch the property to ensure the guidelines set by City Council were followed.

On January 22, 2007, as documented by his memo of the same date to Chief Johnson, Lieutenant R. L. Evett made an inspection of the Travel Inn and found no security personnel on the premises. Lieutenant Evett spoke with Appellant and Appellant stated that he had dropped the daytime security and only had security between the hours of 6:00 pm and 6:00 am. Lieutenant Evett informed Appellant at that time that security would have to be maintained 24 hours a day in order to be in compliance with the agreement and the only person that could relax that condition was Mr. Bourey.

Lieutenant Evett made another trip to the Travel Inn on February 19, 2007, according to his memo to Captain Henderson dated March 1, 2007. This stop was in

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response to a homicide suspect getting picked up there and not being registered with the Appellant¹. Lieutenant Evett inspected the patron log book and found the book to be in order except for one patron, whose first name was the only name listed. He advised the manager on duty, Brenda Parker, that in order to be in compliance, the full identity of the patrons must be listed on the log. Ms. Parker then added the patron's last name. Lieutenant Evett further noted that all the other conditions were being met.

On February 20, 2007, Ms. Gammons sent a letter to Mr. Beasley stating that Mr. Bourey had extended the probationary period for Travel Inn to one year beginning January 23, 2007. The letter also reiterated the conditions that were agreed upon between the parties on November 17, 2006. The letter did not, however, state any grounds or reasons for the change in the length of the probationary period from the six month period City Council set out on November 15, 2006 (condition (4)) to the now imposed one year period.

According to his supplemental report on case number 07-31416, Sergeant Jones of the Greenville County Sheriff's Office went to the Travel Inn on March 7, 2007 looking for Maninder Kaur, Amrik Singh's daughter, since the Travel Inn was the last known address for this suspect. Sergeant Jones, with warrants in hand, inquired as to where Ms. Kaur was and was told by one person she was in the adjoining restaurant and by another she was in the motel. Sergeant Jones went to the restaurant to find her and while there, Ms. Kaur's husband told him that he had her on the telephone. Ms. Kaur told Sergeant Jones she was in Anderson and would be there in 20 minutes. Sergeant Jones left the restaurant and walked straight back to the Travel Inn's office. He found Ms. Kaur standing there talking on the telephone and took her into custody. On March 8,

¹ Appellant argues this suspect was unregistered because he was a guest of a registered patron.

2007, upon receiving this news from the Sheriff's Office, Chief Johnson emailed the information he had to Ms. Gammons directly and to Mr. Bourey, John Castile, and Ron McKinney by copy. In this email, he stated that based on Ms. Kaur's charges and the on going problems at the Motel the police recommend that the license be pulled.

Appellant received notice City was going to proceed with the revocation of their business license by a letter from Mr. Bourey to Mr. Beasley dated March 30, 2007. The letter stated that the Travel Inn must close April 30, 2007 and the grounds for the revocation was management's inability or unwillingness to maintain a safe, drug free, and crime free environment. Mr. Bourey stated that City Council had authorized him to review the conditions on an ongoing basis and make decisions concerning the business license. The letter cited four incidences, which to Mr. Bourey, reflected the continuation of the prior nuisance pattern. The first incident cited was a disconnected 911 call on January 3, 2007, in which the Police responded and found a patron having a dispute with an intoxicated subject. At the scene, the responding Officer inquired to Mr. Singh about the incident and Mr. Singh told him there was no problem. The second and third incidents cited were the February 19, 2007 and March 7, 2007 incidents recited above. The fourth and final incident mentioned was on March 14, 2007 when three suspects were arrested for the possession of crack cocaine in the parking lot as they returned to some other patron's room.

On April 4, 2007, Mr. Beasley mailed a letter to Mr. Bourey, of which this Court does not have a copy, and on April 6, 2007 Ms. Gammons replied back. In Ms. Gammon's reply, she stated that since City Council had heard the Appeal and made its decision, they were not going to hear the matter again. She also invited Mr. Beasley or

Mr. Singh to submit evidence to the contrary if they disputed any of the four occurrences cited in Mr. Bourey's March 30, 2007 letter.

On April 9, 2007 City Council held a meeting and Mr. Beasley was there as a citizen wishing to address Council. Mr. Beasley was heard and presented a chronology of the events regarding the Appellant's business license. Mr. Beasley presented the March 30, 2007 letter and stated there were four complaints over the past five months and this was the basis for determining that Travel Inn was a continued nuisance. Mr. Beasley compared this incident record to other area hotels, questioned what the definition of a continued nuisance was, and contended that four complaints in five months was an unfair criteria to be labeled a continued nuisance. Knowing that the Appellant was not being given the chance to appeal the conditional license's revocation, Mr. Beasley finished by saying that his client's only recourse would be a lawsuit against the City.

At the meeting, Councilman Shain requested additional information from Mr. Bourey and Mr. McKinney, the City Attorney, but they were reluctant to say much since Mr. Beasley indicated his client wanted to file a lawsuit. Mr. Bourey did say that the Council had authorized him to make conditions, Appellant had not met those conditions, and that the City had the right to revoke immediately. He stated that he received a recommendation to revoke from both the Police Department and from the City Attorney, and therefore, proceeded with the revocation. Mr. McKinney added that the revocation was related to the character of the offenses and whether or not there was good cause based on those to conclude that there was a resumption of the prior pattern of activity.

On April 11, 2007 Mr. Beasley sent a letter to Ms. Gammons in response to her April 6, 2007 invitation to dispute the four instances. For the first, second and fourth

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incidences, Mr. Beasley brought up Mr. Singh's lack of knowledge or the impossibility for him to be able to defend against the incidences, but the incidents themselves were not disputed. Mr. Beasley did dispute the third incidence, however, and provided a lease contract as evidence that Ms. Kaur did not live at the Travel Inn and was only there due to the fact that she ran the adjoining restaurant.

On April 12, 2007 Appellant filed suit against City and Mr. Bourey and moved for a temporary restraining order to enjoin City Council from allowing Mr. Bourey to revoke Appellant's business license. The Honorable Larry R. Patterson heard this motion and denied it on April 24, 2007. Upon this denial, Appellant appealed the revocation of his business license from Greenville City Council to the Court of Common Pleas, pursuant to Rule 74, SCRCP. The Respondents filed their Motion to Dismiss the Appeal on May 11, 2007.

The Appeal and the Motion to Dismiss were heard in Greenville County on May 30, 2007. At the hearing, the Appellant was represented by Mr. Beasley and James W. Fayssoux and the Respondent was represented by Ms. Gammons. The Respondent's proffered two contentions in support of their Motion to Dismiss: 1. The Court is without jurisdiction pursuant to Rule 72; and 2. The Court lacks subject matter jurisdiction since this appeal is not ripe due to the suit between these parties pending in the Circuit Court (Civil Action Number 07-CP-23-2417). The Appellants argued the Court had jurisdiction based on Rule 74, SCRCP and that this case is mutually exclusive of the other. In regards to the Appeal, the Appellant contended that Appellant's Due Process rights had been denied and the City Manager's revocation of Appellant's business license was arbitrary, an abuse of discretion, and unreasonable. The City asserted that Appellant had

already been through the full revocation process and there was no right further right to appeal.

LAW AND ANALYSIS

I. MOTION TO DISMISS

The City's first contention for dismissal is that there is no final judgment or appealable order in which to appeal. Rule 74, SCRCP, states: 'the procedure on appeal to the circuit court from the judgment of an inferior court or decision of an administrative agency or tribunal shall be in accordance with the statutes providing such appeals'. Rule 74's inclusion of 'decision of an administrative agency or tribunal' is confirmation that an appeal of Appellant's business license revocation by City Council and the City Manager is an appealable order or final judgment within the meaning of Rule 72. The Court, therefore, is not persuaded by this argument.

The City further argues that since the other civil suit is still pending in the Circuit Court, this appeal is not ripe, and the Court, therefore, lacks subject matter jurisdiction. This appeal is seeking a different remedy than the pending suit. This appeal asks for the case to be remanded back to City Council for a full revocation hearing. The other suit seeks a declaratory judgment, temporary and permanent injunctions, and monetary damages. This suit is mutually exclusive from the other suit and is ripe.

The Court, therefore, denies the City's Motion to Dismiss.

II. APPEAL

Section 8-44 of the City of Greenville Code of Ordinances controls the business license revocation and appellant procedures. Section 8-44 (a) controls the notice to the business owner of the revocation. It states:

Where grounds exist to deny or revoke a license under this article, the business license administrator shall provide written notice to the licensee or applicant setting forth the grounds, revoking the license effective 45 days from the date of the notice, and advising the licensee or applicant of appeal procedures.

Section 8-44 (b) controls the initial hearing before the hearing officer. It says:

The applicant or licensee may, within five working days from the date of the notice, request a hearing to contest the grounds or request an extension of time to close the business. The hearing shall be held within 15 days unless additional time is allowed by the city manager. The hearing officer shall be a supervisory employee designated by the city manager. The licensee or applicant may be represented by an attorney and may present witnesses, affidavits and any relevant documentary evidence. The licensee may view and copy any documentary evidence prior to the hearing. Formal rules of evidence shall not apply. The hearing officer shall prepare a summarized report of the hearing, to include his findings and recommendations, which shall be submitted to the city manager, who shall take final administrative action, notifying the licensee or applicant in writing. Unless extended in writing by the city manager, any revocation is effective 45 days from the date of the original notice to the licensee.

And Section 8-44 (c) controls the appeal. It provides:

An appeal, which shall not stay the revocation, may be taken upon the written record to the city council. Notice of such appeal shall be served upon the city clerk within five days from the final action by the city manager, specifying the grounds for the appeal and the action requested. The record shall consist of the report of the hearing officer, any documentary evidence presented at the hearing, and the written appeal. The council may, in its discretion, hear oral arguments on the appeal.

The City of Greenville has no further ordinances regarding the business license revocation or appellate process.

In the case at hand, Respondent provided the Appellant notice of the revocation.

The hearing officer heard the case and made a recommendation to revoke to the City Manager. The City Manager revoked and the Appellants appealed to City Council. On appeal, City Council voted to modify the revocation and grant Appellant a conditional business license. The only procedural modification to Section 8-44 under these conditions was a modification of the notice requirement under § 8-44(a). As stated

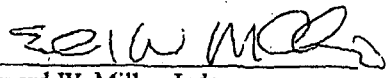
above, § 8-44(a) gives the business 45 days from the date of the notice of revocation before it can become effective. City Council modified this clause (condition (6) of Ms. Flemming's letter dated November 15, 2007) so that the revocation would become automatic on the date the City Manager determined that the Travel Inn was not in compliance. City Council made no other modifications to the revocation or appellate procedure.

City Council was under no obligation to grant Appellant a conditional business license, but when they did, it had the effect of creating a new license with its own unique conditions. Since not otherwise agreed to or demanded, this conditional license is entitled to the same safeguards and due process as any other license. Therefore, with neither an ordinance on point nor an expressly stated procedure for the revocation hearing or appeal of the conditional license, the default business license revocation review procedure, under Section 8-44 of the City of Greenville Code of Ordinances, controls.

THEREFORE, Appellant is entitled to a hearing, pursuant to § 8-44(b), if requested within five working days of this Order.

IT IS SO ORDERED.

Dated: 6/19/07
Greenville, South Carolina


Edward W. Miller, Judge
Thirteenth Judicial Circuit

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

JUDGMENT IN A CIVIL CASE
CASE NO.: 2007CP2302417

Amrik Singh vs. Greenville City Of

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other:
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy:
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____

IT IS ORDERED AND ADJUDGED: ☐ See attached order; ☐ Statement of Judgment by the Court:

Motion for a temporary injunction is denied.

Dated at Greenville, South Carolina, this 24 day of April, 2007.
Court Reporter: _____

Larry R. Patterson
PRESIDING JUDGE - LARRY R. PATTERSON

This judgment was entered on the 25th day of April, 2007, and a copy mailed first class this 25th day of April, 2007 to attorneys of record or to parties (when appearing pro se) as follows:

Ryan Beasley Price Paschal & Ashmore 644 East Washington
Street Greenville, SC 29601, James W. Fayssoux

ATTORNEY(S) FOR THE PLAINTIFF(S)

Debra J. Gammons

ATTORNEY(S) FOR THE DEFENDANT(S)

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

JUDGMENT IN A CIVIL CASE

CASE NO.:

Singh

City of Greenville

PLAINTIFF(S)

DEFENDANT(S)

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: _____

IT IS ORDERED AND ADJUDGED:

☐ See attached order;☐ Statement of Judgment by the Court:

Mr. Singh's motion to Reconsider or Alter or Amend is respectfully denied.

Dated at Greenville, South Carolina, this 30th day of September, 2006

Court Reporter:

D. Kaffsky

Man / in

PRESIDING JUDGE - D. Garrison Hill

This judgment was entered on the _____ day of _____, 2005, and a copy mailed first class this 30th day of October, 2005 to attorneys of record or to parties (when appearing pro se) as follows:

Ryan Beasley, ESQ.

Debra Gammon, ESQ.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRPC APP-24 FORM 4 (Rev. 5/00)

Paul B. Wickensimer - Clerk of Court

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	) THIRTEENTH JUDICIAL CIRCUIT
	)
City of Greenville,	) C.A. No.: 2006-CP-23-_____
Plaintiff,	)
	)
v.	) ORDER
	)
Amrik Singh and SBPS, Inc.,	)
d/b/a Travel Inn,	)
Defendant.	)

I. Introduction

Amrik Singh and SBPS, Inc., d/b/a Travel Inn ("Travel Inn") move for an order temporarily enjoining the City of Greenville from revoking its business license. Both Travel Inn and the City have filed memoranda, and they request that the court determine this matter without a hearing. For the reasons that follow, the court denies Travel Inn's motion.

II. Law/Analysis

a. Standard for Preliminary Injunction

In order to obtain a Preliminary Injunction, Travel Inn must demonstrate it (1) would suffer irreparable harm if the injunction is not granted; (2) will likely succeed on the merits of the litigation; and (3) has no adequate remedy at law. Scratch Golf Co. v. Dunes West Residential Golf Props., 361 S.C. 117, 603 S.E.2d 905 (2004); Grosshuesch v. Cramer, 367 S.C. 1, 623 S.C. 1 (2005).

Preliminary injunctive relief may be granted in appropriate cases to preserve the status quo. See S.C.R.C.P. 65: Powell v. Immanuel Baptist Church, 261 S.C. 219, 199 S.E.2d 60 (1973). The court should balance the equities involved and the hardships on

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each party in determining whether to grant the requested relief. Mail Source, LLC v. M. A. Bailev & Associates, Inc., 356 S.C. 363, 588 S.E.2d 635 (Ct. App. 2003); Scotts Company v. United Industries Corp., 315 F.3d 264 (4th Cir. 2002) (describing balance of hardships test); see also Wright, Miller & Kane, Federal Practice and Procedures, Section 2498.2 (1995 & Supp. 2003).

The purpose of a preliminary injunction is "to preserve the subject of the controversy in the condition which it is in at the time of the order until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation . . ." Mail Source, 356 S.C. at 368 (quoting County Council of Charleston v. Felkel, 244 S.C. 480, 483-84, 137 S.E.2d 577, 578 (1964)). An injunction is a drastic remedy, typically reserved for urgent situations where irreversible damage will result unless the challenged action is immediately halted.

This is not a situation where Travel Inn is challenging the validity or constitutionality of the business license Ordinance. Cf. De Treville v. Groover, 219 S.C. 313, 65 S.E.2d 232 (1951); Central Realty Corp. v. Allison, 218 S.C. 435, 63 S.E.2d 153 (1951) (validity of ordinance may be tested by injunction); see also 27 S.C. Jurisprudence, Injunctions, § 48 (2003). Instead, it only seeks to delay the effective date of the revocation of its business license, until its appeal can be heard.

b. Revocation of Travel Inn's business license

The City initiated the process to revoke Travel Inn's business license on August 2, 2006. The City alleged that the license should be revoked due to the almost continuous stream of complaints it receives of criminal activity occurring at the premises. Since

2004, there have been nearly 1,000 calls to the City Police Department concerning drug violations and crimes of violence allegedly committed at the Travel Inn. In March 2006, Mr. Singh's daughter— who according to the City was “frequently on the property and at the Front Desk”— was arrested for Distribution of Crack Cocaine. It is undisputed that Greenville City Ordinance § 8-43 empowers the City to revoke a business license where, inter alia, the police have made an unusually high number of responsive calls or made frequent arrests for certain crimes.

There is no doubt that, under certain circumstances, loss of a business can constitute irreparable harm. See Levine v. Spartanburg Regional Services Dist., 367 S.C. 458, 465 ¹⁰ (Ct. App. 2005); see also Doran v. Salem Inn, Inc., 422 U.S. 922 (1975). As the United States Supreme Court observed while discussing the concept of irreparable harm in Sampson v. Murray, 415 U.S. 61, 90 (1974): ¹²

The key word in this consideration is irreparable. Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay, are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm.

Travel Inn has an adequate remedy at law, in the form of its pending administrative appeal to Greenville City Council. Strategic Resources v. BCS Life Ins. Co., 367 S.C. ¹³ 540, 627 S.E.2d 687 (2006) (right to appeal arbitration award constituted adequate legal remedy precluding issuance of injunction). It further appears that the City has advised Travel Inn that it “could request an extension of time to close your business.” See August 2, 2006 letter from City to Amrik Singh (City Ex. B).

Moreover, Travel Inn has not demonstrated that it has a fair chance of succeeding on the merits of its appeal.¹ See Peek v. Spartanburg Regional Health Care System, 367 S.C. 450, 456 (Cl. App. 2005).

In balancing the equities, the court must consider the public interest. Safety-Kleen Inc. v. Wycbe, 274 F.3d 846, 859 (4th Cir. 2001). While it is often preferable to preserve the status quo while litigation is ongoing, no one could seriously argue that keeping an alleged breeding ground of crime open for business should be a goal of equity, or is somehow in the interest of the community. Moreover, it appears from the record that Travel Inn is responsible for at least some of the delay in having its appeal heard on a timely basis.

III. Conclusion

Because the court finds that Travel Inn has an adequate remedy at law and has not demonstrated a likelihood of success on the merits, its motion for temporary injunction is respectfully denied.

IT IS SO ORDERED.

Greenville, South Carolina
September 15, 2006

D. Garrison Hill
D. Garrison Hill
Circuit Judge

¹ Of course, nothing in this Order shall be construed as affecting the merits of this action or the appeal.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BEFORE THE CITY COUNCIL
CITY OF GREENVILLE

The City of Greenville,

Respondent,

vs.

Amrik Singh and SBPS, Inc/, d/b/a
Travel Inn,

Appellants.

**NOTICE OF INTENT TO APPEAL
BUSINESS LICENSE REVOCATION**

TO: MR. JAMES M. BOUREY, CITY MANAGER and DEBRA GAMMONS, CITY ATTORNEY:

YOU WILL PLEASE TAKE NOTICE that the Appellants, Amrik Singh and SBPS, Inc., d/b/a Travel Inn, 755 Wade Hampton Boulevard, Greenville, SC, do hereby give Notice of Intent to Appeal and revocation of their business license.

I. FACTUAL/PROCEDURAL HISTORY

1. Amrik Singh and SBPS, Inc., d/b/a Travel Inn (hereinafter collectively referred to as "Singh"), secured a business license, license #004990, to operate a motel known as the Travel Inn, 755 Wade Hampton Boulevard, Greenville, SC. The business license was issued on February 28, 2006 and has an expiration date of December 31, 2006.¹ Exhibit A.

¹ The City claimed that Singh had a business license on the business since 2004. However, Singh testified that the license he purchased was to run his motel management business. As will be shown later, there is no question that Singh did not own the motel business until May 1, 2006.

2. Singh has managed the Travel Inn since 2004, but he did not own the property. The property was owned by Balaji Enterprises, LLC.

3. On May 1, 2006, SPBS, Inc. purchased the property from Balaji Enterprises, LLC and paid \$1.6 million for the property. (See Exhibit B)

4. On May 1, 2006, Singh/SPBS signed a note and mortgage with Pinnacle Bank for \$1.3 million. The loan was through the U.S. Small Business Administration. (See Exhibit C)

5. Even though Singh managed the motel, he was not the ultimate authority on how the motel was operated. The direction on the operation of the motel came through T.R. Reddy, the member of Balaji Enterprises, LLC.

6. Singh received notice that the business license was being revoked *only 93 days* after he purchased the property. (See Exhibit D) The date on which the revocation was to become effective is September 16, 2006, or six (6) weeks after he received the notice.

7. A hearing was conducted, at Singh's request, on August 29, 2006, *just 27 days after he was notified that his license would be revoked.*

8. On August 4, 2006, Singh requested documentation from the City about the reasons for the license revocation. (Exhibit E)

9. When the requested documentation was not forthcoming, on August 17, 2006, Singh again requested documentation from the City about the reasons for the license revocation. (Exhibit F)

10. On August 18, 2006, eleven (11) days before the hearing and almost two weeks after it was requested, the City delivered 212 pages of documents. (Exhibit G)

11. On August 21, 2006, just seven (7) days prior to the hearing, the City delivered an additional 94 pages of documents. (Exhibit H)

12. A hearing was held on August 29, 2006. At the hearing, Singh requested:

- (a) That the City rescind the notice of revocation of his license.
- (b) In the alternative, however, Singh requested that the City give him more time before the revocation would become effective so that he might adequately prepare for an appeal before City Council without having to also be concerned about shutting down his business. Singh was also concerned about the amount of time the City Manager would take before issuing his opinion on the matter
- (c) That the City give him additional time to carry out corrective action he had put in place in an effort to alleviate the problems that the City complained about.

13. On August 30, 2006, Singh notified the City Manager of his request for a delay in the implementation of the business license revocation. (Exhibit I) This was a

written request following the oral request made on the record during the August 29, 2006 hearing. No response has been received from the City Manager concerning this request.

14. Singh was notified on September 6, 2006, that the City Manager had decided to uphold the revocation of his business license. (Exhibit J). The decision came just ten (10) days before the revocation is to go into effect, and seven (7) days after the hearing was held.

15. This Notice of Intent to Appeal follows the determination of the City Manager and is filed pursuant to §8-44, Code of Ordinances, City of Greenville, SC.

II. GROUNDS FOR APPEAL

16. The decision of the City Manager failed to address Singh's request for a delay in the effective date of the business license revocation.

17. Singh had owned the property only 93 days before being notified that the business license was being revoked. Even though Singh had managed the property it was owned by Balaji Enterprises, LLC. The list of calls for police service that the City introduced dated back to April 2004, more than two (2) years prior to Singh's purchase of the property.

18. The City Manager failed to consider evidence showed that after Singh acquired the property, he immediately began making changes:

- (a) He installed a six (6) foot high fence along the rear of the property.

- (b) He instituted a set of rules that each occupant of the motel was required to observe.
 - (c) He instituted a \$50.00 security deposit requirement so that if there was damage to the motel property, he would not be forced to call the police for assistance. His fear was that every time he called the police for assistance, it was used against him - just another call for service.
 - (d) He signed a contract with a security company to provide security to the facility. He had agreed to hire off-duty Greenville City police officers, but when he got no response to that request, he hired a private security company.²
 - (e) He agreed to install security cameras.
19. The City Manager attributed all calls for service to misconduct on the business premises when the evidence showed:
- (a) Almost all of the calls for service relied upon by the City Manager were calls to the property made prior to May 1, 2006, the date on which the evidence demonstrated that Singh took ownership of the property.
 - (b) Many of the calls were for minor issues such as: "welfare check;" "suspicious person;" "911 disconnect;" "disturbance;" or "loud noise."

² Mr. Singh has since hired a Greenville City Police Officer, Sgt. M. O. Madden, who will work 3 hours per day at least 5 days per week. The hours he works will vary and he will be in uniform and he will drive a marked patrol unit.

- (c) Some of the calls were for routine traffic stops. That is, if someone were being pulled over for speeding and the driver pulled into the motel parking lot, police records indicated a call for service at the business location.
- (d) Some of the calls were made by motel personnel who were requesting police assistance.
- (e) Some of the reports for robberies were the result of auto theft that did not take place on the business premises. For example, if a stolen vehicle was recovered at Singh's business, the police records indicated that the call for service was at the business premises.
- (f) Some of the reports were for altercations between family members or boyfriend/girlfriend.

20. The City Manager found: "[T]he continuing nature of the offenses indicates an unwillingness, or inability on your part to maintain a safe, crime-free, and drug free business environment." This was erroneous where the evidence demonstrated that;

- (a) Singh had owned the property only 93 days before being notified that the business license was being revoked. Implicit in the City Manager's finding is that Sign had the authority and responsibility for incidents that occurred prior to his ownership of the property.

- (b) Singh had instituted numerous changes designed to alleviate police calls; yet the City Manager gave no weight to those changes.
- (c) Many calls were minor issues such as welfare checks, suspicious persons, etc., to form a basis for finding that the business is a nuisance.
- (d) The City Manager gave considerable weigh to the police department claim that Singh's daughter had been charged with drug offences.

While Singh admits that his daughter has been charged:

- (1) Those charges are still pending.
- (2) It is inappropriate to take punitive action against him for the alleged misconduct of his daughter since there was no evidence that Singh either knew about her activities or condoned them.
- (3) The police reports submitted to the City Manager prove that Singh's daughter planned to rob *him*! Yet the police are attributing her misconduct to Singh with absolutely no evidence that Singh knew anything about it.
- (4) Singh presented evidence that his daughter had no more involvement in the operation of the business. That is quite understandable when she tried to rob him of \$10,000.00.
- (5) Singh also presented evidence that his daughter had moved from the property and would no longer be allowed to live there.

- (e) The City Manager did not find that Singh had "actual or constructive knowledge" of the illegal activity. There was no testimony that Singh knew the illegal activity was occurring and that he did nothing about it. To the contrary, Singh testified that he called the police himself when he suspected that criminal activity was occurring.
- (f) There was significant evidence of the efforts Singh has made to rid the facility of all criminal misconduct.

21. The City Manager failed to take into consideration the incredible financial hardship that will be imposed on Singh. He is current on his payments on a \$1.3 million note with SBA. The value of the property is as an ongoing business.

22. The City Manager failed to take into consideration Singh's proposal to make further, significant changes in an effort to comply with City policy. Singh offered to voluntarily shut the business down if he failed to carry through the plans he proposed.

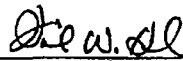
23. The City Manager failed to give any consideration to the fact that all City business license are subject to renewal in just 90 days from the hearing and failed to address Singh's request that he be given a short time to remedy the problems. This is particularly of concern when it appears that City officials have allowed the complained of conduct to continue for almost 2 and a half years, but will not grant 3 to 6 months to Singh to rectify the problems that the City has with his business.

24. The City Business License Ordinance is violative of the United States Constitution and the Constitution of the state of South Carolina in that it provides that Singh's property interest in his business can be deprived by the City based upon conduct that occurs on property over which he has no dominion or control by individuals over whom he has no authority.

25. The City Business License Ordinance is violative of the United States Constitution and the Constitution of the state of South Carolina in that it provides that Singh's property interest in his business as an ongoing concern can be taken by the City without due process of law. The administrative process outlined in the ordinance to challenge the decision of the responsible city official to revoke the license does not provide adequate notice or opportunity to be heard.

Respectfully submitted:

September 11, 2006
Greenville, South Carolina



David W. Holmes
SC Bar #: 2577

Attorney for Appellants

HOLMES LAW FIRM
712 N. Main Street
Greenville, South Carolina 29609

Tel: 864-271-2381
Fax: 864-271-7994
Email: davidholmes@holmes-law.com

Page 9 of 9

Business License

P.O. BOX 2207
Greenville, SC 29602

004990

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Business name   : TRAVEL INN                               Ctl nbr   : 19323
Location addr  : 755 WADE HAMPTON BLVD
Lic Nbr/Class  : 06 19482   HOTEL MOTEL
Issue date     : 2/28/06    Expiration date  : 12/31/06

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LICENSE EXPIRES
DECEMBER 31, 2006

TRAVEL INN
S.B P S INC
755 WADE HAMPTON BLVD
GREENVILLE SC 29609

BUSINESS LICENSE ADMINISTRATOR

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

EXHIBIT A



2006040813 DEED
3 PGS
Book DE 2203 Page 75-77
May 03, 2006 12:12:07 Cons \$1,800,000.00
Rec: \$10.00 Cnty Tax: \$1,760.00 State Tax: \$4,160.00

FILED IN GREENVILLE COUNTY, SC

Title to Real Estate --- HOLMES LAW FIRM 712 NORTH MAIN STREET GREENVILLE, SOUTH CAROLINA 29609

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

EXHIBIT B

KNOW ALL MEN BY THESE PRESENTS, that BALAJI ENTERPRISES, LLC

in consideration of Ten Dollars and other good and valuable consideration (\$10.00).. . . . Dollars,
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto

SBPS, INCORPORATED

its heirs and assigns, forever, the following property:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on the northern side of U.S. Highway 29, Wade Hampton Boulevard, at the southwest intersection of Wade Hampton Boulevard and Brookside Circle, in the City of Greenville, County of Greenville, State of South Carolina, as shown on that certain plat prepared by Site Design, Inc. entitled "Property of Colonial Court Hotel, Inc.," dated May 5, 1993, recorded in the ROD Office for Greenville County in Plat Book 24-W at Pages 10A and 10B. See also Plats recorded in Book 39K at Pages 45A and B, Book 46M at Page 53, and Book O at Page 181. Reference to said plats being made for a more complete notes and bounds description thereof.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights of way, if any, appearing of record, on the premises, or on the recorded plat(s) which affect the property hereinabove described.

This being the same property conveyed to Grantor herein by deed of Colonial Court Hotel, Inc. dated October 9, 1998 and recorded in the ROD for Greenville County, SC in Deed Book 1793 at Page 373 on October 14, 1998.

TMS #: 0189-01-11-016.00, 0274-04-01-112.01 and 0274-04-01-112.00

GRANTORS' ADDRESS: 755 Wade Hampton Boulevard, Greenville, SC 29609

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's heirs or successors and assigns, forever. And the grantors do hereby bind the grantor and the grantors' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee and the grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS, the grantors' hands and seals this 1st day of May, 2006.

BALAJI ENTERPRISES, LLC

SIGNED, sealed and delivered in the presence of:

John Dickens
J.C.

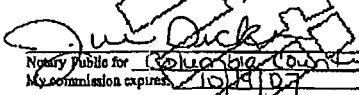
By: [Signature] (SEAL)
Its: Member

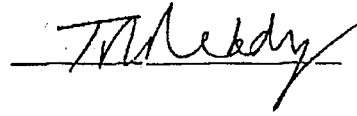
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this date by T.R.Reddy, Member of Balaji Enterprises, LLC a South Carolina limited liability company on behalf of the LLC.

SWORN to before me this 1st day of May, 2006

 (SEAL)
Notary Public for South Carolina
My commission expires 10/19/07



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

I have read the information on this affidavit and I understand such information.

The property being transferred is located at 755 and 767 Wade Hampton Boulevard, Greenville, SC 29609 bearing Greenville County Tax Map Numbers 0274-04-01-112.01, 0274-04-01-112.00, and 0189-01-11-016.00, was transferred by Bahai Enterprises, LLC, on May 1, 2006.

3. Check one of the following:
- a. X 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 this Affidavit): _____
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
- a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,600,000.00
- 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 X 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: | \$1,600,000.00 |
| b. Place the amount listed in item 5 above here.
(If no amount is listed, place zero here.) | -0- |
| c. Subtract Line 6(b) from Line 6(a) and place result here: | \$1,600,000.00 |
7. The deed recording fee is based on the amount listed on Line 6(c)) above and the deed recording fee due is: \$5,920.00.
8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: Seller.

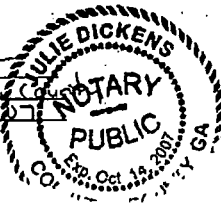
I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 1ST
day of May, 2006.

BALAJI ENTERPRISES, LLC

By:
Its:

Notary Public for Columbia Co
My Commission Expires: 10/14/27



FILED FOR RECORD IN GREENVILLE COUNTY SC ROD
2006040813 Book:DE 2203 Page:75-77
May 03, 2006 12:12:07

14

After Recording Return To:

Pinnacle Bank of South Carolina
937 N. Pleasantburg Drive
Greenville, SC 29607



May 03, 2006 12:12:08
Rec: \$15.00

City Tax: \$0.00

State Tax: \$0.00

FILED IN GREENVILLE COUNTY, SC

2005040814 MTG
8 PGS
Book: MO 4567 Page: 1728-1734

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is May 1, 2006 and the parties and their addresses are as follows:

MORTGAGOR: SHE'S, Inc.
755 Wade Hampton Boulevard
Greenville, South Carolina 29609

EXHIBIT C

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: Pinnacle Bank of South Carolina
937 N. Pleasantburg Drive
Greenville, South Carolina 29607

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on the northern side of U.S. Highway 29, Wade Hampton Boulevard, at the southwest intersection of Wade Hampton Boulevard and Brookside Circle, in the City of Greenville, County of Greenville, State of South Carolina, as shown on that certain plat prepared by Site Design, Inc. entitled "Property of Colonial Court Hotel, Inc.," dated May 5, 1993, recorded in the ROD Office for Greenville County in Plat Book 24-W at Pages 10A and 10B. See also Plats recorded in Book 39K at Pages 45A and B, Book 46M at Page 53, and Book O at Page 181. Reference to said plats being made for a more complete metes and bounds description thereof.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Balaji Enterprises, LLC dated May 1, 2006 and recorded in the ROD for Greenville County, SC in Deed Book 2203 at Page 75 on May 3, 2006.

The property is located in Greenville (County) at 755 Wade Hampton Boulevard (Address)
Greenville (City), South Carolina 29609 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,300,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

Page 1 of 9

A.S.

4. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (e.g., borrower's name, note amount, interest rate, maturity date).

S.B.P.S., INCORPORATED

NOTE AMOUNT IS \$1,300,000.00

INTEREST RATE IS 9.75% VARIABLE

MATURES ON FEBRUARY 2, 2026

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. PAYMENTS. Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. WARRANTY OF TITLE. Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest in all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or

transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, Join in or consent to any change in any private restrictive covenant, zoning ordinances or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium

contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents)

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or affecting upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certifications in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. WAIVER OF HOMESTEAD. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
- ☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☒ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

- ☒ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☒ Mortgagor shall maintain a Debt Service Coverage Ratio (DSCR) greater than 1.0. The DSCR shall be calculated by dividing the net operating income (NOI) by the annual debt service on the property described herein. Annual debt service equals the annual total of all interest and principal paid for all loans on the property described in this Mortgage.
- ☒ Mortgagor shall maintain a Debt to Worth Ratio of less than or equal to 3.5:1 at fiscal year end, December 31, 2006. The Debt to Worth Ratio shall be reduced by .25% as measured at December 31 of each year beginning with fiscal year 2007. As of 12/31/2014, Mortgagor's Debt to Worth Ratio shall be 1.5:1 and shall remain at 1.5:1 until the debt secured by this Mortgage is fully satisfied.
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☒ **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☒ **Additional Terms.** The Loan secured by this Note was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:
- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
 - b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SIGNATURES: By signing below, Mortgagor(s) agree to the terms and covenants contained in this Mortgage and in any attachments. Mortgagors also acknowledge receipt of a copy of this Mortgage on the date stated above on Page 1.

☒ Actual authority was granted to the parties signing below by resolution signed and dated April 27, 2006.

Entity Name: S.B.P.S. INCORPORATED

By: *Amrik Singh* (Seal) Date: May 1, 2006
Amrik Singh, President

Signed, Sealed and delivered in the presence of:

Amrik Singh
(Witness)

Amrik Singh
(Witness)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 1st day of May, 2006.

Amrik Singh
Notary Public for South Carolina
My commission expires. 05/03/11

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2006040814 Book: MD 4557 Page: 1726-1734
May 03, 2006 12:12:08

Timothy J. Manning



EXHIBIT D

Office of Management & Budget

August 2, 2006

Mr. Amrik Singh
Travel Inn
755 Wade Hampton Boulevard
Greenville, South Carolina 29605

Re: Business License Revocation

Dear Mr. Singh:

THIS IS NOTICE THAT THE CITY OF GREENVILLE REVOKES YOUR BUSINESS LICENSE for your business, Travelodge, 755 Wade Hampton Boulevard, Greenville, South Carolina 29609, pursuant to §§ 8-44 and 8-45, City of Greenville Code of Ordinances. I am enclosing copies of the relevant Ordinances. Revocation is effective 45 days from this notice date. The Revocation is effective **September 16, 2006**. You must close Travelodge, 755 Wade Hampton Boulevard, Greenville, South Carolina 29609 on September 16, 2006.

The grounds for revocation are (1) the numerous offenses and activities that have occurred on or near your business and (2) the continued operation of your business would constitute a nuisance detrimental to the health, safety, and welfare of the public because of the nature and frequency of the offenses. The offenses and activities that have occurred include fights, verbal disputes, drug possession, petit larceny, disorderly conduct, and other violations.

You may request a Hearing within five days of today's date to contest the grounds of your Business License Revocation or to request an extension of time to close your business. At the Hearing, a Hearing Officer will preside. You may be represented by an attorney and present witnesses, affidavits, and any relevant documentary evidence. You may view and copy any documentary evidence the City has before the Hearing; you must pay for the costs of the copies. After the Hearing, the Hearing Officer shall present a report to the City Manager who will take final action and notify you in writing of his decision.

P.O. Box 2207 • 206 South Main Street • Greenville, SC 29602 • www.greatergreenville.com



Office of Management & Budget

Furthermore, the City Manager's decision is final unless an appeal is made to City Council. Written notice of the appeal must be served upon the City Clerk within five days of the City Manager's decision; the written notice of appeal must specify the grounds for the appeal and the action requested. City Council will make its decision based on the record; however, in its discretion, City Council may hear oral arguments.

Please call if you have any questions.

Sincerely,

Jonathan F. Simons, Jr.
Interim Director, Office of Management and
Budget

Enclosures

c: James M. Bourey, City Manager
John Castile, Deputy City Manager
Ronald W. McKinney, City Attorney
Chief W. L. Johnson
Debra J. Gammons, Assistant City Attorney
Jodie Dudash, Business License Supervisor

HAND-DELIVERY

EXHIBIT E

HOLMES LAW FIRM
712 NORTH MAIN STREET
GREENVILLE, SOUTH CAROLINA 29609

DAVID W. HOLMES
Writer's email: davidholmes@bellsouth.net

Tel. 864.271.2381
Fax. 864.271.7994

August 4, 2006

VIA FACSIMILE AND REGULAR U.S. MAIL

Mr. Jonathan F. Simons, Jr.
Interim Director, Office of Mgmt. and Budget
P.O. Box 2207
Greenville, SC 29602

RE: Travel Inn
755 Wade Hampton Boulevard, Greenville, SC

Dear Mr. Simons:

I have been retained to represent Mr. Amerik Singh regarding the business license revocation notice that he received from your office dated August 2, 2006. It is my understanding that on the afternoon of August 3, a Greenville City Detective delivered to Mr. Singh a notice that a hearing on the revocation has been scheduled for August 10, 2006 at 10:30 AM.

Please be advised that I am scheduled to be in court in Pickens County at the time the hearing is scheduled and therefore the hearing must be rescheduled. In addition, I believe that providing my client with only 6 days notice of a hearing is not sufficient notice. I request that the City coordinate the new schedule with my paralegal, Kate Felter.

Please consider this letter as our formal demand for a copy of any documents that relate to this matter. In addition, if there are any witnesses or witness statements on which the City is relying for its action against my client, I would ask that I be provided with that information as well. Finally, please provide me with a copy of any data concerning the dates, times and reasons for any calls for service (or the police department run report) to my client's place of business between the period of June 30, 2005 up through and including August 1, 2006. To the extent it is necessary, this is also a request for information pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §30-4-10.

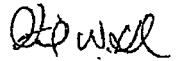
If you would like to discuss this matter or if there is a way to amicably resolve this short of a hearing, I would be happy to discuss that with you at your convenience.

Mr. Jonathan F. Simons, Jr.
August 4, 2006
Page 2

I look forward to hearing from you.

Very truly yours,

HOLMES LAW FIRM

A handwritten signature in dark ink, appearing to read "D. W. Holmes", written in a cursive style.

David W. Holmes

DWH/kgf
cc: Ronald W. McKinney, City Attorney
Mr. Amerik Singh

EXHIBIT F.

HOLMES LAW FIRM
712 NORTH MAIN STREET
GREENVILLE, SOUTH CAROLINA 29609

DAVID W. HOLMES
Writer's email: davidholmes@bellsouth.net

Tel. 864.271.2381
Fax. 864.271.7994

August 17, 2006

Deborah J. Gammons, Esq.
Assistant City Attorney
P.O. Box 2207
Greenville, SC 29602

RE: Travel Inn Business License Revocation
755 Wade Hampton Boulevard, Greenville, SC

Dear Ms. Gammons:

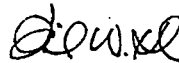
I am in receipt of your letter dated August 10 wherein you have rescheduled the business license revocation hearing for August 29, 2006 at 9:00 AM. However, I have previously requested in my letter dated August 4 (copy enclosed) specific information from the City regarding its position to revoke my client's business license. It was my understanding that I would be receiving that information within a couple of days. To date, I have still not received anything from the City. Therefore, I would request that this information be sent to my office as soon as possible so that we have adequate time to prepare for the upcoming hearing.

Also, your letter states that the continuance of the hearing does not stay the September 16, 2006 revocation date. This is an unreasonable demand especially considering that my client and I are still not in possession of and have not had the opportunity to review the City's documentation related to this matter.

I look forward to hearing from you.

Very truly yours,

HOLMES LAW FIRM



David W. Holmes

DWH/kgf
cc: Mr. Amerik Singh

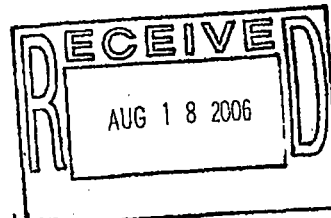


EXHIBIT G

Office of the City Attorney

August 18, 2006

Mr. David W. Holmes
Attorney at Law
712 North Main Street
Greenville, South Carolina 29609



Re: Business License Revocation – Travel Inn

Dear David:

Please find enclosed copies of the following that pertain to activities relating to Travel Inn:

City Police Incidents by Address and Date Range (April 1, 2004 through June 19, 2006)
Incident Report (Case Number: 04-40648, Suspect: James Austin Lee Sheriff), dated April 29, 2004
Consent for Search (Case Number: 04-40648), dated April 29, 2004
Property Report (Case Number: 04-40648), dated April 29, 2004
Incident Report (Case Number: 04-41677, Suspect: Charles Adrain Hopper), dated May 4, 2004
Karen Higginbotham's Statement (Case Number: 04-41677), dated May 4, 2004
Incident Report (Case Number: 04-42411, Suspect: Rosie Lynn Williams), dated May 6, 2004
Incident Report (Case Number: 04-42765), dated May 7, 2004
Greenville Crime Laboratory Report (Case Number: 04-42765), dated May 13, 2004
Property Reports (Case Number: 04-42765), dated May 7, 2004
Incident Report (Case Number: 04-43094, Suspect: Tony Leo Jackson), dated May 8, 2004
Supplemental Report (Case Number: 04-43094, Suspect: Tony Leo Jackson), dated May 28, 2004

Incident Report (Case Number: 04-43154, Suspect: Dale Michael Haker), dated May 8, 2004
 Incident Report (Case Number: 04-44150), dated May 12, 2004
 Greenville Crime Laboratory Report (Case Number: 04-44150), dated May 18, 2004
 Property Reports (Case Number: 04-44150), dated May 12, 2004
 Incident Report (Case Number: 04-44415, Suspect: Jovita Lujan), dated May 13, 2004
 Supplemental Report (Case Number: 04-44415), dated May 14, 2004
 Incident Report (Case Number: 04-51471, Suspect: William Israel Mote), dated June 6, 2004
 Supplemental Report (Case Number: 04-51471), dated June 15, 2004
 Amrik Singh's Statement (Case Number: 04-51471), dated June 8, 2004
 Incident Report (Case Number: 04-52627, Suspect: Kenneth Thomas Black, dated June 11, 2004
 Supplemental Report (Case Number: 04-52627), dated June 14, 2006
 Greenville Crime Laboratory Report (Case Number: 04-52627), dated June 16, 2004
 Property Report (Case Number: 04-52627), dated June 11, 2004
 Motor Vehicle Tow Report (Case Number: 04-52627), dated June 11, 2004
 Forensic Latent Print Analysis Report (Case Number: 04-52627), dated June 14, 2004
 Incident Report (Case Number: 04-53817, Suspect: Patrick Alan Hunter), dated June 16, 2004
 Crime Scene Investigation Report (Case Number: 04-53817), dated June 16, 2004
 Greenville Crime Laboratory Report (Case Number: 04-53817), dated June 17, 2004
 Property Reports (Case Number: 04-53817), dated June 16, 2004
 Incident Report (Case Number: 04-54010, Suspect: Billy Edward Fowler), dated June 17, 2004
 Supplemental Report (Case Number: 04-54010), dated June 17, 2004
 Incident Report (Case Number: 04-55343, Suspect: Vickey Ann Brown), dated June 21, 2004
 Incident Report (Case Number: 04-56869, Suspect: Talia Lashawn Pou), dated June 27, 2004
 Amrik Singh's Statement (Case Number: 04-56869), dated June 27, 2004
 Incident Report (Case Number: 04-58620, Suspect: Cesar Augusto Rodriguez), dated July 4, 2004

Supplemental Report (Case Number: 04-58620), dated July 9, 2004
 Crime Scene Investigation Report (Case Number: 04-58620), dated July 5, 2004
 Andri Urrea's Statement (Case Number: 04-58620), dated July 3, 2004
 Mario Pridgen's Statement (Case Number: 04-58620), dated July 4, 2004
 Luz Adella Sepulveda's Statement (Case Number: 05-8620), dated July 4, 2004
 Property Report (Case Number: 04-58620), dated July 4, 2004
 Incident Report (Case Number: 04-104441, Suspect: Phillip Lee Poole), dated December 22, 2004
 Incident Report (Case Number: 04-59153, Suspect: William Joseph Hickey, Jr.), dated July 5, 2004
 Supplemental Report (Case Number: 04-59153), dated July 6, 2004
 Incident Report (Case Number: 04-61836, Suspect: Audrey Lynn Jolley), dated July 15, 2004
 Incident Report (Case Number: 04-63784, Suspect: Laura Gillispie), dated July 22, 2004
 Incident Report (Case Number: 04-63916, Suspect: Kevin J. O'Connell, Sr.), dated July 22, 2004
 Incident Report (Case Number: 04-64290, Suspect: Hubert K. Dudley), dated July 23, 2004
 Paula Tisdale's Statement (Case Number: 04-64290), dated July 23, 2004
 Incident Report (Case Number: 04-65334, Suspect: Leonard William Schwenneker), dated July 28, 2004
 Waiver of Extradition (Case Number: 04-65334), dated July 28, 2003
 Motor Vehicle Tow Report (Case Number: 04-65334), dated July 27, 2004
 Electronic Mail from Randy White, dated July 28, 2004
 Incident Report (Case Number: 04-67050, Suspect: John Eddie Darnell), dated August 2, 2004
 Incident Report (Case Number: 04-67223, Suspect: Rebecca Smith Fricks), dated August 3, 2004
 Supplemental Report (Case Number: 04-67223), dated August 8, 2004
 Incident Report (Case Number: 04-68510, Suspect: Larry Lemond Bonds), dated August 8, 2004
 Greenville Crime Laboratory Report (Case Number: 04-68510), dated August 9, 2004
 Property Report (Case Number: 04-68510), dated August 8, 2004

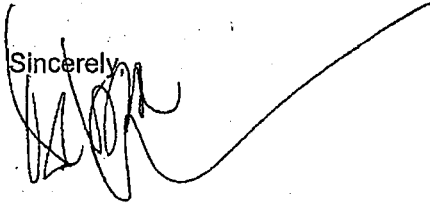
Incident Report (Case Number: 04-69850, Suspect: Anthony Antony Black), dated August 13, 2004
 Supplemental Report (Case Number: 04-69850), dated August 19, 2004
 Melissa Ann Valentine's Statement (Case Number: 04-69850), dated August 13, 2004
 Incident Report (Case Number: 04-71285, Suspect: Joseph Landry), dated August 18, 2004
 Incident Report (Case Number: 04-79218), dated August 16, 2004
 Incident Report (Case Number: 04-75340, Suspect: Walter Mahome), dated September 1, 2004
 Incident Report (Case Number: 04-76531, Suspect: Thomas Sullivan), dated September 6, 2004
 Supplemental Report (Case Number: 04-76531, Suspect: Julius L. Hodge), dated September 6, 2004
 Greenville Crime Laboratory Reports (Case Number: 04-76531), dated September 7, 2004, September 27, 2004
 Motor Vehicle Tow Report (Case Number: 04-76531), dated September 6, 2004
 Property Reports (Case Number: 04-76531), dated September 6, 2004
 Incident Report (Case Number: 04-76963, Suspect: Antonio Simmons), dated September 7, 2004
 Supplemental Report (Case Number: 04-76963), dated September 10, 2004
 Incident Report (Case Number: 04-77458, Suspect: Dorsey Dendy), dated September 9, 2004
 Motor Vehicle Tow Report (Case Number: 04-77458), dated September 9, 2004
 Incident Report (Case Number: 04-78176, Suspect: Brad Wayne Catlin), dated September 12, 2004
 Incident Report (Case Number: 04-78242, Suspect: Jackie Sanders), dated September 12, 2004
 Incident Report (Case Number: 04-80193, Suspect: Osman Enseider Vasquez), dated September 20, 2004
 Greenville Crime Laboratory Report (Case Number: 04-80193), dated September 20, 2004
 Property Reports (Case Number: 04-80193), dated September 20, 2004
 Greenville Crime Laboratory Report (Case Number: 04-80193), dated January 13, 2005
 Incident Report (Case Number: 04-80323, Suspect: Jarvis Dante Clement), dated September 20, 2004

Incident Report (Case Number: 04-81190, Suspect: Peggy M. Justice),
 dated September 23, 2004
 Incident Report (Case Number: 04-81200, Suspect: Peggy M. Justice),
 dated September 23, 2004
 Supplemental Report (Case Number: 04-81200), dated September 28,
 2004
 Incident Report (Case Number: 04-84213, Suspect: Lawrence Mickey
 Benson), dated October 4, 2004
 Incident Report (Case Number: 04-92865, Suspect: Deanna Michelle
 Witthuhn), dated November 6, 2004
 Supplemental Reports (Case Number: 04-92865), dated November 9,
 2004, December 15, 2004
 Incident Report (Case Number: 04-84906, Suspect: Casandra Mitchell),
 dated October 7, 2004
 Greenville Crime Laboratory Report (Case Number: 04-84906), dated
 October 11, 2004
 Property Report (Case Number: 04-84906), dated October 7, 2004
 Motor Vehicle Tow Report (Case Number: 04-84906), dated October 7,
 2004
 Incident Report (Case Number: 04-85506, Suspect: Roy Lee Latimar),
 dated October 9, 2004
 Supplemental Report (Case Number: 04-85506), dated October 18,
 2004
 Incident Report (Case Number: 04-86140), dated October 12, 2004
 Incident Report (Case Number: 04-88203, Suspect: Tracey R. Benson),
 dated October 19, 2004
 Incident Report (Case Number: 04-90813, Suspect: Tracey R. Benson),
 dated October 29, 2004
 Incident Report (Case Number: 04-92410), dated November 4, 2004
 Jeffery A. Carlton's Statement (Case Number: 04-92410), dated
 November 4, 2004
 Incident Report (Case Number: 04-93650), dated November 10, 2004
 Emerald Rogers' Statement (Case Number: 04-93650), dated
 November 10, 2004
 Russell McNeely's Statement (Case Number: 04-93650), dated
 November 10, 2004
 James C. Bobo, Jr.'s Statement (Case Number: 04-93650), dated
 November 10, 2004
 Incident Report (Case Number: 04-95300, Suspect: William Andre
 Clark), dated November 16, 2004
 Property Report (Case Number: 04-95300), dated November 16, 2004

Incident Report (Case Number: 04-95306, Suspect: Betty Jean Arnold),
dated November 16, 2004
Incident Report (Case Number: 04-95812, Suspect: David Bryan
Martinez), dated November 18, 2004
Greenville Crime Laboratory Report (Case Number: 04-95812), dated
November 29, 2004
Incident Report (Case Number: 04-95957), dated November 19, 2004
Incident Report (Case Number: 04-96490, Suspect: Emerald Melinda
Rogers), dated November 21, 2004
Incident Report (Case Number: 04-97660, Suspect: Kimberly Alissa
Jones), dated November 26, 2004
Supplemental Report (Case Number: 04-97660), dated December 1,
2004
Incident Report (Case Number: 04-103625, Suspect: Denise C.
Martinis), dated December 19, 2004
Supplemental Report (Case Number: 04-103625), dated December 22,
2004
Maninder Kaur's Statement (Case Number: 04-103625), dated
December 19, 2004
Incident Report (Case Number: 04-103937, Suspect: Colendies B.
Williams), dated December 20, 2004
Supplemental Report (Case Number: 04-103937), dated January 10,
2005
Incident Report (Case Number: 05-8012), dated January 14, 2005
Supplemental Report (Case Number: 05-8012), dated January 20, 2005
Motor Vehicle Tow Report (Case Number: 05-8012), dated January 14,
2005
Incident Report (Case Number: 05-8016, Suspect: Eddie Woodruff),
dated January 14, 2005
Incident Report (Case Number: 05-9538, Suspects: Daniel Ew
Dougfferty, Willie Ray Jones, Jr.), dated January 20, 2005
Incident Report (Case Number: 05-12131, Suspect: Darion Robinson),
dated February 1, 2005
Incident Report (Case Number: 05-13257, Suspect: Lisa Young), dated
February 5, 2005
Incident Report (Case Number: 05-16209, Suspects: Jeffery Bernard
Martin, David Allen Bridges), dated February 18, 2005
Supplemental Report (Case Number: 05-16209), dated February 18,
2005
Incident Report (Case Number: 05-16375, Suspect: Shawn Grasser),
dated February 19, 2005

Incident Report (Case Number: 05-16423, Suspect: Angela Lane
Davenport), dated February 19, 2005
Incident Report (Case Number: 05-16892), dated February 21, 2005
Incident Report (Case Number: 06-25205, Suspect: Maninder Kaur),
dated March 22, 2006
Supplemental Report (Case Number: 06-25205), dated May 17, 2006
Incident Report (Case Number: 06-25398, Suspect: Maninder Kaur),
dated March 23, 2006
Incident Report (Case Number: 06-38867, Suspect: Jasper Jermaine
Jackson), dated May 15, 2006
German Montez Griffin's Statement (Case Number: 06-38867), dated
May 15, 2006
Maninder Kaur's Statement (Case Number: 06-38867), dated May 15,
2006
Jasper Jermaine Jackson's Statement (Case Number: 06-38867), dated
May 15, 2006
Waiver of Rights, dated May 15, 2006
Incident Report (Case Number: 06-48830, Suspect: Maninder Kaur),
dated June 22, 2006

Sincerely,


Debra J. Gammons
Assistant City Attorney

DJG/dpb
Enclosures
c: Lieutenant Randle Evett

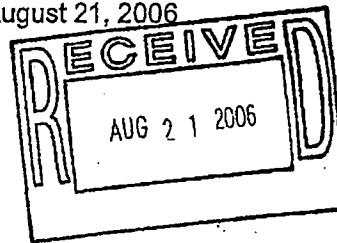
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EXHIBIT H

Office of the City Attorney

August 21, 2006



Mr. David W. Holmes
Attorney at Law
712 North Main Street
Greenville, South Carolina 29609

Re: Business License Revocation – Travel Inn

Dear David:

Please find additional information I received from Lieutenant Randle Evett August 18th that pertains to activities relating to Travel Inn. I am enclosing copies of the following:

Incident Report (Case Number: 05-23295, Suspects: Arnette E. Barksdale, Sherry Michelle Randolph), dated March 20, 2005
Greenville Crime Laboratory Report, (Case Number: 05-23295), dated March 28, 2005
Incident Report (Case Number: 05-27767), dated April 7, 2005
Supplemental Report (Case Number: 05-27767), dated April 11, 2005
Incident Report (Case Number: 05-25965, Suspect: Roberta R. Patterson), dated March 31, 2005
Incident Report (Case Number: 05-27579, Suspect: Kenneth Wayne Burgess), dated April 7, 2005
Supplemental Report (Case Number: 05-27579), dated April 7, 2005
Incident Report (Case Number: 05-28345), dated April 10, 2005
Incident Report (Case Number: 05-28369, Suspect: Kenneth Wayne Burgess), dated April 10, 2005
Supplemental Report (Case Number: 05-64250, Suspect: Jarvis Deshun Lucas), April 16, 2005
Incident Report (Case Number: 05-31822, Suspect: Sheryl Galbreath Bedoya), dated April 24, 2005
Incident Report (Case Number: 05-34229), dated May 4, 2005

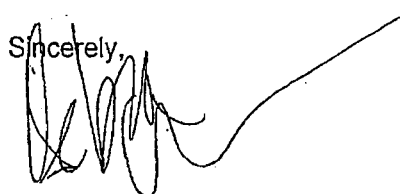
P.O. Box 2207 • 206 South Main Street • Greenville, SC 29602 • P 864-467-4420 • F 864-467-4424
www.greatergreenville.com

Supplemental Report (Case Number: 05-34229), dated May 12, 2005
 Forensic Latent Print Reports (Case Number: 05-34229), dated May 9, 2005
 Incident Report (Case Number: 05-36752, Suspect: Doncae McKelvie), dated May 13, 2005
 Incident Report (Case Number: 05-36796), dated May 14, 2005
 Supplemental Report (Case Number: 05-36796), dated May 16, 2005
 Incident Report (Case Number: 05-38056, Suspect: Michael M. McClellan), dated May 18, 2005
 Incident Report (Case Number: 05-42377, Suspect: Jerry Kinley), dated June 4, 2005
 Supplemental Report (Case Number: 05-42377), dated June 14, 2005
 Incident Report (Case Number: 05-42421, Suspect: Kimberly Williette Parks), dated June 4, 2005
 Greenville Crime Laboratory Report (Case Number: 05-42421), dated June 13, 2005
 Incident Report (Case Number: 05-43128, Suspects: Charles Edward Pitts, Sarah Ann Bailey), dated June 7, 2005
 Greenville Crime Laboratory Report (Case Number: 05-43128), dated June 28, 2005
 Incident Report (Case Number: 05-43154, Suspect: Robert J. Almeida), dated June 7, 2005
 Supplemental Report (Case Number: 05-43154), dated August 1, 2005
 Incident Report (Case Number: 05-44023, Suspect: Dale Michael Haker), dated June 11, 2005
 Incident Report (Case Number: 05-45009, Suspect: Kerry Frances Wilson-Wood), dated June 15, 2005
 Incident Report (Case Number: 05-46066, Suspect: Ricky L. White), dated June 18, 2005
 Incident Report (Case Number: 05-47625, Suspect: Randall Scott Norris), dated June 24, 2005
 Incident Report (Case Number: 05-48462), dated June 28, 2005
 Supplemental Report (Case Number: 05-48462), dated June 29, 2005
 Incident Report (Case Number: 05-49746, Suspect: Francis Renita Pace-Hansen), dated July 3, 2005
 Supplemental Report (Case Number: 05-49746), dated July 12, 2005
 Incident Report (Case Number: 05-49950, Suspect: John Raymond Cobb), dated July 4, 2005
 Incident Report (Case Number: 05-50992, Suspect: David Godwin), dated July 8, 2005
 Incident Report (Case Number: 05-51157), dated July 8, 2005

Incident Report (Case Number: 05-53184, Suspect: Herbert James Park), dated July 17, 2005
 Incident Report (Case Number: 05-53117, Suspect: Michael David Harper), dated July 16, 2005
 Supplemental Reports (Case Number: 05-53117), dated July 16, 2005, November 29, 2005
 Crime Scene Investigation Report (Case Number: 05-53117), dated July 21, 2005
 Greenville County Forensics (Case Number: 05-53117), dated July 21, 2005
 Maninder Kaur's Statement (Case Number: 05-53117), dated July 16, 2005
 Incident Report (Case Number: 05-53451, Suspect: James Brenton Johnson), dated July 18, 2005
 Incident Report (Case Number: 05-56234, Suspect: Steven Robert Burgess), dated July 27, 2005
 Property Reports (Case Number: 05-56234), dated July 27, 2005
 Greenville Crime Laboratory Report (Case Number: 05-56234), dated August 2, 2005, August 4, 2005
 Incident Report (Case Number: 05-56244, Suspects: Michael Ray Smith, William Mark Ashby), dated July 27, 2005
 Supplemental Reports (Case Number: 05-56244), dated July 27, 2005, November 16, 2005
 Property Reports (Case Number: 05-56244), dated July 27, 2005
 Greenville Crime Laboratory Reports (Case Number: 05-56244), dated August 2, 2005, November 15, 2005
 Incident Report (Case Number: 05-56609, Suspect: James Quincy Hunter), dated July 29, 2005
 Supplemental Report (Case Number: 05-56609), dated July 29, 2005
 Greenville County DPS Forensic Investigation Report (Case Number: 05-56609), dated August 2, 2005
 Rebecca K. Savacool's Statement (Case Number: 05-56609), dated July 29, 2005
 William Mark Ashby's Statement (Case Number: 05-56609), dated July 29, 2005
 Property Report (Case Number: 05-56609), dated July 29, 2005
 Incident Report (Case Number: 05-58333, Suspect: Jeffrey William Crouchman), dated August 4, 2005
 Incident Report (Case Number: 05-58586, Suspects: Linda J. Bishop, Charles Burgess Proffitt), dated August 5, 2005
 Property Report (Case Number: 05-58586), dated August 5, 2005

Greenville Crime Laboratory Report (Case Number: 05-58586), dated
October 13, 2005
Incident Report (Case Number: 05-59215, Suspect: Deanna Bridget
Wilson), dated August 8, 2005
Incident Report (Case Number: 05-59568, Suspect: Jimmy Clayton
DeGrant), dated August 9, 2005

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra J. Gammons', with a long, sweeping horizontal line extending to the right.

Debra J. Gammons
Assistant City Attorney

DJG/dpb
Enclosures

c: Jonathan Simons, Office Management and Budget Interim Director
Lieutenant Randle Evett

Hand-delivery

EXHIBIT I

HOLMES LAW FIRM
712 NORTH MAIN STREET
GREENVILLE, SOUTH CAROLINA 29609

DAVID W. HOLMES
Writer's email: davidholmes@bellsouth.net

Tel. 864.271.2381
Fax. 864.271.7994

August 30, 2006

Jim Bourey
206 S. Main St.
Greenville, SC 29601

RE: Travel Inn Business License Revocation
755 Wade Hampton Boulevard, Greenville, SC

Dear Mr. Bourey:

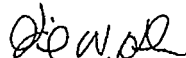
I represent the owner of the above referenced business, a Mr. Amrik Singh. As you may be aware, the City of Greenville seeks to revoke my client's business license and shut down his business pursuant to Greenville City Ordinance #8-44. This revocation is set to occur on September 16, 2006.

The purpose of this letter is to request a thirty (30) day extension on this business license revocation. My client and I had a hearing on his appeal today before Mr. Landrith, the hearing officer, and in the event of an appeal to City Council, a thirty (30) day extension would allow us to accomplish any appeal.

Please let me hear from you as soon as possible regarding this matter. In the meantime, please do not hesitate to call our office with any questions.

Very truly yours,

HOLMES LAW FIRM



David W. Holmes

DWH/jms

cc: Mr. Amrik Singh (via regular mail)



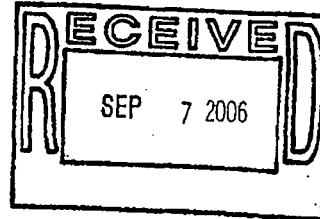
city of
greenville

EXHIBIT J

City Manager's Office

September 6, 2006

Mr. Amrik Singh
Travel Inn
755 Wade Hampton Boulevard
Greenville, South Carolina 29605



Re: Business License Revocation - Travel Inn

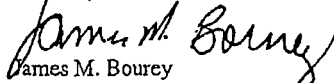
Dear Mr. Singh:

A business license hearing was held on August 29, 2006 in accordance with Section 8-44 of the City of Greenville Code of Ordinances. You were notified of the hearing and you were present. Information was presented by City officials as well as yourself regarding the revocation of your business license. A hearing officer was appointed to review the documentation, hear the testimony, and make a recommendation to me.

The Hearing Officer pursuant to Section 8-44 of the City of Greenville Code of Ordinances has recommended that the revocation of the business license for Travel Inn located at 755 Wade Hampton Boulevard be sustained. His recommendation is based on: (1) numerous arrests made in or near your premises for drug violations, verbal disputes, assaults and other criminal violations; and (2) continuing complaints of illegal activity at your premises. This pattern is indicative of an ongoing problem. These conditions constitute a nuisance detrimental to the health, safety, and welfare of the public because of the nature and frequency of the offenses. In addition, the continuing nature of the offenses indicates an unwillingness, or inability on your part to maintain a safe, crime-free, and drug-free business environment.

I have reviewed the Hearing Officer's report and I am accepting his recommendation that your business license be revoked effective September 16, 2006. If you wish to do so, you may appeal this decision by filing a written notice with the City Clerk, Post Office Box 2207, Greenville, South Carolina 29602 no later than five business days from the date of this letter. The City Council may, in its discretion, hear oral arguments on the appeal.

Sincerely,


James M. Bourey
City Manager

CC: Debra Gammons, Assistant City Attorney
Jon Simons, Business License Administrator
Steve Landrith, Hearing Officer
Lieutenant Randle Evett
David Holmes, Attorney at Law

P.O. Box 2207 • 206 South Main Street • Greenville, SC 29602 • P 864-467-5700 • F 864-467-5725
www.greatergreenville.com

Interoffice Memo

Date: 8/30/2006
To: James M. Bourey, City Manager
From: Steve Landrith 
RE: Business License Revocation - Travel Inn

On August 2, 2006, Mr. Jonathan Simons, Business License Administrator, notified Mr. Amrik Singh, that the business license for Travel Inn located at 755 Wade Hampton Boulevard would be revoked September 16, 2006. The revocation was pursuant to Section 8-43 and 8-44 of the City of Greenville Code of Ordinances. The specifics grounds included numerous criminal offenses and activities that occurred at or near the business. Mr. Simons also described the continued operation of the business as a nuisance detrimental to the health, safety and welfare of the public due to the nature and frequency of the offenses.

Mr. Singh was informed of his right to a hearing to contest the grounds of the revocation. Mr. Singh obtained the services of Mr. David Holmes of the Holmes Law Firm to represent his interests regarding this revocation. The original hearing date of August 10, 2006 was rescheduled to August 29, 2006 at the request of Mr. Holmes. All parties were notified of the hearing date and time.

All documents and an audio tape of the hearing are available should you need to review them. The hearing was attended by Mr. Singh and his attorney, David Holmes, members of Mr. Singh's family; Ms. Brenda Parker, front desk clerk of the hotel; Mr. Jason Parker, a resident of the hotel; Ms. Debra Gammons, City Attorney; Jon Simons, Business License Administrator; Jodie Dudash, Business License Supervisor; Lieutenant Randy Evett, City Police; Captain David Henderson, City Police; Ms. Dawn Condrey, an adjacent business owner, and myself. A copy of the sign-in sheet is attached.

I began the hearing with introductions and explained the format of the hearing. Ms. Gammons introduced Mr. Simons who described the actions taken by the police and the notifications to Mr. Singh. The hearing continued with Lieutenant Evett's description of the arrests made at the business location and the numerous complaints and police reports related to the business. Documentation indicated approximately 918 calls for service from April 1, 2004 to June 16, 2006 which included 46 drug related violations, 12 assaults, 2 assault and battery with intent to kill, 2 armed robberies, 9 stolen vehicles, and 15 petty

8/30/2006

Interoffice Memo: Business License Revocation - Travel Inn

larcenies. Lieutenant Evett also provided testimony that undercover drug buys have been made from Mr. Singh's daughter, Ms. Kaur. Ms. Kaur had been identified as the hotel manager by the police and was subsequently arrested. Mr. Evett's testimony was supported by extensive documentation of the complaints and arrests. Ms. Jodie Dudash provided testimony regarding the business license applications for the years 2004, 2005 and 2006 and provided copies which contained the signature of Mr. Singh. Ms. Dawn Condrey, owner of Top Hats Hair Salon at 738 Wade Hampton Boulevard, testified to the problems associated with the tenants of the hotel that directly effect her business including break-ins and hotel tenants coming to her business who were intoxicated and asking for money.

Mr. Singh stated he did not own the property until 2006. Mr. Singh also provided testimony that closing his business would cause a financial hardship. Further testimony by Mr. Singh indicated he had "kicked" out tenants that he knew were dealing with drugs or other illegal activity. Mr. Singh has inquired about hiring a security company but has not obtained those services as of the hearing date. Mr. Singh also stated he was considering installing cameras and hiring off duty police as security. Mr. Singh requests a six months extension of time to allow him to address the problems and clean up his business.

Further testimony provided by Balvir Singh, son; Ms. Brenda Parker, front desk clerk; and Mr. Jason Cannon, resident of hotel, identified efforts made by Mr. Singh to "kick out" people he knew were participating in illegal activity.

Having heard the testimony and reviewed the supporting documentation, I find the information supports the grounds for revocation. That information was not refuted at the hearing. Based on these findings, I recommend that you ratify Mr. Simon's revocation of Mr. Singh's business license. I have prepared a letter for that purpose which is attached with documentation supporting the findings. The letter contains notification of Mr. Singh's right to appeal this decision to City Council.

Cc: Debra Gammons, Assistant City Attorney
Jon Simons, Business License Administrator
Lieutenant Randal Evett, Greenville City Police
File

Attachments

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
City of Greenville,)
)
Plaintiff,)
)
v.)
)
Amrik Singh and SBPS, Inc.,)
d/b/a Travel Inn,)
)
Defendant,)
)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

NOTICE OF MOTION AND
MOTION FOR TEMPORARY
INJUNCTION

TO: PLAINTIFF, THE CITY OF GREENVILLE:

PLEASE TAKE NOTICE that Defendant will within ten (10) days of the date of this Motion or as soon as same may be heard, move this Honorable Court pursuant to Rule 65 of the South Carolina Rules of Civil Procedure for an Order granting a temporary injunction enjoining Plaintiff, City of Greenville, from revoking the business license of and/or imposing any fines against the Defendant as a result of alleged violations by the Defendant of Greenville Code of Ordinances § 8-43.

The Defendant purchased the property located at 755 Wade Hampton Boulevard, Greenville, SC on May 1, 2006 from Balaji Enterprises, LLC. for \$1.6 million dollars and executed a note and mortgage with Pinnacle Bank for 1.3 million on that same date. The loan was through the U.S. Small Business Administration. He secured a business license to operate a motel known as Travel Inn #004990 to operate a motel known as Travel Inn. The business license was issued on February 28, 2006 and has an expiration date of December 31, 2006. Although Defendant previously had the

business license on the property to run his motel management business, he did not own the property until May 1, 2006.

On August 2, 2006, (only 93 days after he purchased the property) Defendant received a notice that the business license for said property was being revoked. Defendant requested documentation from the Plaintiff about the reasons for the license revocation and ultimately received 212 pages of documents on August 18th and an additional 94 pages on August 21st. A hearing was held at Defendant's request on August 29, 2006. At the hearing the Plaintiff asked the City to rescind the revocation, or, in the alternative that the City give him more time to prepare an appeal and/or to carry out corrective action in an effort to alleviate the problems that the City complained about. On August 30th, the Defendant made a written request to the City Manager following his oral request for a delay in the implementation of the revocation made at the hearing on August 29th.

On September 6th Defendant was notified that the business license would be revoked on September 16, 2006 and the revocation would continued such time as the action has been heard on its merits by City Council and all appeals exhausted. Defendant filed his appeal on September 11th, but a hearing is not scheduled until November 27th, 2006.

During the 93 days Defendant owned the property, he has:

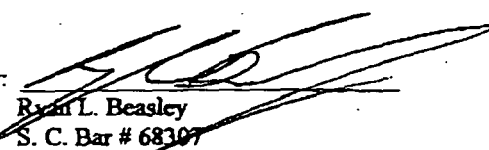
1. Installed a six foot high fence along the rear of the property;
2. Instituted a set of rules that each occupant must observe;
3. Instituted a \$50.00 security deposit in case of damage to the property;
4. Contacted a security company to provide security to the facility; and
5. Is in the process of acquiring security cameras.

Accordingly, Defendant has made significant good faith efforts since he took ownership of the building to fix any problems that may have existed prior to his ownership.

More importantly the revocation of Defendant's business license would result in severe financial hardship on Defendant for the following reasons:

1. Defendant would lose business and revenues in an amount which will be difficult to measure;
2. Plaintiff's business would suffer permanent and irreparable damage;
3. The revocation will be viewed by the mortgage lender, Pinnacle Bank, as a default on the \$1.3 million note.

Accordingly, Defendant seeks a temporary injunction enjoining Plaintiff, City of Greenville, from revoking the business license of and/or imposing any fines against the Defendant until the City Council rules on the appeal. Defendant has no adequate remedy at law. This motion will be supported by the testimony of Defendant; affidavits; controlling rules, regulations and statutes; relevant case law and briefs.

By: 

Ryan L. Beasley
S. C. Bar # 68307
Attorney for the Defendant
PRICE, ASHMORE & BEASLEY
644 East Washington Street
Greenville, South Carolina 29601
864-467-1001

Dated: 9-13, 2006

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	
	)	
City of Greenville,	)	
	)	
Plaintiff,	)	
	)	MOTION TO ALTER OR AMEND
v.	)	PURSUANT TO RULE 59(E)
	)	
Amrik Singh and SBPS, Inc.,	)	
d/b/a Travel Inn,	)	
	)	
Defendant,	)	
	)	

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 59(e) SCRCP Defendant, by and through his counsel of record, will move before the Honorable D. Garrison Hill on the _____ day of _____, 2006 at _____ m. or as soon as the matter may be heard, for reconsideration of this Court's Order denying Defendants' Motion for an Order of Stay/Preliminary Injunction.

FACTUAL BACKGROUND

The Defendants purchased the property located at 755 Wade Hampton Boulevard, Greenville, SC on May 1, 2006 from Balaji Enterprises, LLC and Jasvir Virk for \$1.6 million dollars and executed a note and mortgage with Pinnacle Bank for 1.3 million on that same date. The loan is through the U.S. Small Business Administration. He secured a business license to operate a motel known as Travel Inn #004990. Although Defendant previously had the business license on the property to operate a motel management business, he did not own the property until May 1, 2006. Furthermore, Mr. Singh did not have authority over how the motel was operated. The direction over the operation of the motel came through T.R. Reddy, the member of Balaji Enterprises, LLC and Jasvir Virk (see attached Affidavit of Jasvir Virk).

On August 2, 2006, (only 93 days after he purchased the property) Defendant received a notice that the business license for said property was being revoked. Defendant requested documentation from the Plaintiff regarding the reasons for the license revocation and ultimately received 212 pages of documents on August 18th and an additional 94 pages on August 21st. A hearing was held at Defendant's request on August 29, 2006.

At the hearing the Plaintiff asked the City to rescind the revocation, or, in the alternative, that the City give him more time to prepare an appeal and/or to carry out corrective action in an effort to alleviate the problems about which the City complained. On August 30th, the Defendant made a written request to the City Manager following his oral request for a delay in the implementation of the revocation made at the hearing on August 29th.

On September 6th Defendant was notified that the business license would be revoked on September 16, 2006 and the revocation would continue until such time as the action is heard on its merits by City Council and all appeals exhausted. Defendant filed his appeal on September 11th, but the earliest date for a hearing in front of City Council was not until September 25th. However, considering the huge amount of discovery involved and the minimal amount of time Mr. Singh was given to prepare for the hearing before City Council, Defendant Singh requested the hearing be set for November 27th, 2006 in order to allow sufficient time to adequately prepare. Defendant Singh then filed a motion for a temporary injunction on September 13th, 2006 in hopes of staying the revocation until his appeal was heard by City Council. The Honorable Garrison Hill denied this request on September 15th, 2006.

Defendant Singh now requests the Court reconsider its denial of Defendant's Motion for a Temporary Injunction.

STANDARD FOR PRELIMINARY INJUNCTION

Rule 65 governs the issuance of a preliminary injunction. See S.C.R.Civ.P. 65. In deciding whether to issue a preliminary injunction, courts use a hardship balancing standard. See Blackwelder Furniture Co. v. Seilig Mfg. Co., Inc., 550 F.2d 189 (4th Cir. 1977); Virginia Carolina Tools, Inc. v. International Tool Supply, Inc., 984 F.2d 113 (4th Cir. 1993). Typically, the four requirements are:

- (1) The likelihood of irreparable harm to Defendant if the court denies the injunction,
- (2) The likelihood of harm to the City of Greenville if the court grants the injunction,
- (3) The likelihood that Defendant will succeed on the merits, and
- (4) The public interest.

See, Virginia Carolina Tools, Inc., 984 F.2d at 119-20 (internal citations omitted).

Of these four factors, the irreparable harm factor is tied to the likelihood of success on the merits. If the balance of hardships tips decidedly in Defendant's favor, a court may grant a preliminary injunction if the case presents serious issue or questions for litigation and the injunction will serve the public interest. Id. At 120; Merrill-Lynch, Pierce, Fenner & Smith, Inc. v. Bradley, 756 F.2d 1048, 1054-1055 (4th Cir. 1985).

As the likelihood of irreparable harm to Defendants diminish, the likelihood of success on the merits becomes more important. Telvest, Inc. v. Bradshaw, 618 F.2d 1029, 1032-33 (4th Cir. 1980). Where irreparable harm to Defendants is simply possible, Defendants' likelihood of success on the merits become the most important and decisive factor. Federal Leasing, Inc. v.

Underwriters at Lloyd, 650 F.2d 495, 499 (4th Cir. 1981); Maryland Undercoating Co. v. Payne, 603 F.2d 477, 481 (4th Cir. 1979). Stated another way, if the likelihood of success on the merits is great, the necessity showing irreparable injury to Defendants are less. If the likelihood

of success on the merits is remote, the probability of irreparable injury to Defendants must be strong to justify a preliminary injunction. Dan River, Inc. v. Icahn, 701 F.2d 278, 283 (4th Cir. 1933); North Carolina State Ports Authority v. Dart Containerline Co., 492 F.2d 749, 750 (4th Cir. 1979). The decision to grant a preliminary injunction is committed to the sound discretion of the trial court. Hughes Network Systems v. Interdigital Communications Corp., 17 F.3d 546 (4th Cir. 1994). Courts look more favorably upon requests to maintain or restore the status quo. See, generally Hazardous Waste Treatment Council v. South Carolina, 945 F.2d 781, 787-788 (4th Cir. 1991); Hertz Corp. v. Avis, Inc., 867 F. Supp. 208, 211-12 (S.D.N.Y. 1994) (distinguishing between an injunction that seeks to maintain the status quo and the one that seeks to change the status quo).

ANALYSIS

A. BALANCE OF HARDSHIPS

If the injunction is denied Defendants will continue to suffer immediate, irreparable and unquantifiable injury. With each additional day that the revocation is enforced, Defendants' business continues to lose customers who would patronize its establishment but for the revocation. Quantifying such losses and reducing them to a specific dollar amount would be difficult, if not impossible. Furthermore, Defendants will be held in default for a loan in the amount of \$1.3 million if this revocation remains in effect. For this reason, Defendant has no adequate remedy at law. Without temporary injunctive relief Defendant will continue to suffer permanent and irreparable injury.

On the other hand, if the injunction is granted, the City will suffer no injury. Since Defendants' purchase of the property on May 1st, 2006, there have been no complaints regarding criminal activity. All the complaints relied on by the City Manager were based on calls made

prior to May 1st, 2006, the date on which the evidence demonstrated that Singh took ownership of the property. The City claims that Defendant had a business license on the business since 2004. However, Defendant testified that the license he purchased was to operate a motel management business. The direction over the operation of the motel came through T.R. Reddy, the member of Balaji Enterprises, LLC and Jasvir Virk. Defendant did not own the motel business until May 1, 2006.

A court ordered suspension of enforcement of the revocation until such time as City Council can address and resolve the issues of the revocation will certainly not interfere with the effective operation of the City or its government.

LIKELIHOOD OF SUCCESS ON THE MERITS

The City of Greenville sets forth provisions in which a Business' License may be revoked and the City Manager shall have authority to revoke any business license if he finds the licensee has violated §8-43(b). Pursuant to §8-43(b), a Business License may be revoked when:

(1) the Business License Licensee or person directly in charge of the business has been convicted, forfeited bond, or plead guilty or nolo contendere for the violation of any local, state, or federal law, pertaining to the following offenses:

- (a) Sale, possession, storage, or transportation of intoxicating liquors, wine or beer;
- (b) Sale or possession of narcotics or other controlled substances;
- (c) Gambling or the sale or illegal lottery tickets;
- (d) Sale or promotion of obscenity;
- (e) Prostitution or soliciting for prostitution;
- (f) Sale or possession of weapons; or

- (g) Crimes of violence, including but not limited to homicide, assault and battery, criminal sexual conduct, or attempts to commit such acts;

(2) The licensee's operation of the business constitutes a public nuisance, provided the determination of the public nuisance arises from one or more of the following activities on the premises or in the immediate vicinity thereof and the licensee has actual or constructive knowledge of the activities:

- (a) Police make an unusually high number of response calls, regardless of arrests, to the business premises, or to the immediate vicinity, and the high number of response calls corresponds with or relates to the hours of business operations of the licensee;
- (b) frequent arrests of persons for crimes of violence, possession or sale of controlled substances, possession or sale of deadly weapons, the discharge of fire arms, excessive noise, disorderly conduct, prostitution, disturbance of the peace, and the illegal acts correspond with or relate to the hours of operation of the business operations of this licensee; and

(3) failure to provide sufficient security measures to protect people and property located on the premises, and to protect people and property located in the immediate vicinity when the immediate vicinity is affected by the business operations of the licensee.

The decision of the City Manager was in error because he failed to address Defendant's request for a delay in the effective date of the business license revocation. Defendant had owned the property only 93 days before being notified that the business license was being revoked. Even though Defendant had managed the property, it was owned by Balaji Enterprises, LLC and Jasvir Virk. The list of calls for police service that the City introduced dated back to April 2004,

more than two (2) years prior to Defendant's purchase of the property. The City claimed that Singh had a business license on the business since 2004. However, Singh testified that the license he purchased was to run his motel management business. As will be shown later, there is no question that Singh did not own the motel business until May 1, 2006

The City Manager also failed to consider evidence which showed that after Defendant acquired the property, he immediately began making changes, i.e. (a) He installed a six (6) foot high fence along the rear of the property; (b) he instituted a set of rules that each occupant of the motel was required to observe; (c) he instituted a \$50.00 security deposit requirement so that if there was damage to the motel property, he would not be forced to call the police for assistance (his fear was that every time he called the police for assistance, it was used against him — just another call for service); (d) he signed a contract with a security company to provide security to the facility (he had agreed to hire off-duty Greenville City police officers, but when he got no response to that request, he hired a private security company); (e) he agreed to install security cameras.

The City Manager attributed all calls for service to misconduct on the business premises when the evidence showed:

(a) Almost all of the calls for service relied upon by the City Manager were calls to the property made prior to May 1, 2006, the date on which the evidence demonstrated that Defendant took ownership of the property.

(b) Many of the calls were for minor issues such as: "welfare check;" "suspicious person;" "911 disconnect;" "disturbance;" or "loud noise." (Defendant has since attempted to hire a Greenville City Police Officer, Sgt. M.O. Madden, who will work 3 hours per day at least 5 days per week. However, the officer refuses to work because of the City's actions.)

(c) Some of the calls were for routine traffic stops. That is, if someone were being pulled over for speeding and the driver pulled into the motel parking lot, police records indicated a call for service at the business location.

(d) Some of the calls were made by motel personnel who were requesting police assistance.

(e) Some of the reports for robberies were the result of auto theft that did not take place on the business premises. For example, if a stolen vehicle was recovered at Defendant's business, the police records indicated that the call for service was at the business premises.

(f) Some of the reports were for altercations between family members or boyfriend/girlfriend.

The City Manager found: "[T]he continuing nature of the offenses indicates an unwillingness, or inability on your part to maintain a safe, crime-free, and drug free business environment." This was erroneous where the evidence demonstrated that:

(a) Defendant had owned the property only 93 days before being notified that the business license was being revoked. Implicit in the City Manager's finding is that Defendant had the authority and responsibility for incidents that occurred prior to his ownership of the property.

(b) Defendant had instituted numerous changes designed to alleviate police calls; yet the City Manager gave no weight to those changes.

(c) Many calls were minor issues such as welfare checks, suspicious persons, etc., to form a basis for finding that the business is a nuisance.

(d) The City Manager gave considerable weight to the police department's claim that Defendant's daughter had been charged with drug offenses. While Defendant admits that his daughter has been charged:

(1) Those charges are still pending.

(2) It is inappropriate to take punitive action against him for the alleged misconduct of his daughter since there was no evidence that Defendant either knew about her activities or condoned them.

(3) The police reports submitted to the City Manager prove that Defendant's daughter planned to rob Defendant. Yet the police are attributing her misconduct to Defendant with absolutely no evidence that Singh knew anything about it.

(4) Defendant presented evidence that his daughter had no more involvement in the operation of the business (which is quite understandable when she tried to rob him of \$10,000.00).

(5) Defendant also presented evidence that his daughter had moved from the property and would no longer be allowed to live there.

(e) The City Manager did not find that Defendant had "actual or constructive knowledge" of the illegal activity. There was no testimony that Defendant knew the illegal activity was occurring and that he did nothing about it. To the contrary, Defendant testified that he called the police himself when he suspected that criminal activity was occurring.

(f) There was significant evidence of the efforts Defendant has made to rid the facility of all criminal misconduct.

The City Manager failed to take into consideration the following:

1. The incredible financial hardship that will be imposed on Defendant. He is current on his payments on a \$1.3 million note with SBA. The value of the property is as an ongoing business.

2. The Defendant's proposal to make further, significant changes in an effort to

comply with City policy. Singh offered to voluntarily shut the business down if he failed to carry through with the plans he proposed.

3. The fact that all City business licenses are subject to renewal in just 90 days from the hearing and failed to address Singh's request that he be given a short time to remedy the problems. This is particularly of concern when it appears that City officials have allowed the complained of conduct to continue for almost 2 and a half years, but will not grant 3 to 6 months to Singh to rectify the problems that the City has with his business.

The City Business License Ordinance is violative of the United States Constitution and the Constitution of the State of South Carolina in that it provides that Singh's property interest in his business can be deprived of him by the City based upon conduct that occurs on property over which he has no dominion or control, by individuals over whom he has no authority.

The City Business License Ordinance is violative of the United States Constitution and the Constitution of the State of South Carolina in that it provides that Singh's property interest in his business as an ongoing concern can be taken by the City without due process of law. The administrative process outlined in the ordinance to challenge the decision of the responsible city official to revoke the license does not provide adequate notice or opportunity to be heard.

Therefore, because the City Manager failed to consider the evidence as described above, the Defendants have a strong likelihood of success on the merits when the appeal is finally heard before City Council.

PUBLIC INTEREST

The public interest is best served by the preservation of constitutional rights and the proper restraint of overreaching City government. In this case all citizens of Greenville will be best served when City Council acts within the acceptable confines of the state and federal

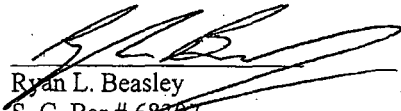
constitutions. Furthermore, the City has not considered the fact that since Mr. Singh's purchase of property, there have not been any complaints due to the protective measures he has implemented to the property. Lastly, the public interest has actually been negatively affected as a result of the revocation because tenants are being forced out on the street which will only further contribute to the homeless problem in the City of Greenville.

CONCLUSION

The balance of hardships tips decidedly in Defendant's favor and the likelihood of success on the merits is high. Accordingly, the court should grant Defendant's motion for a preliminary injunction until all administrative remedies are exhausted or until this matter is finally resolved by the court.

Respectfully submitted,

By:


Ryan L. Beasley
S. C. Bar # 62307
Attorney for the Defendant
PRICE ASHMORE & BEASLEY, P.A.
644 East Washington Street
Greenville, South Carolina 29601
864.467.1001

Greenville, South Carolina

Dated: September 19, 2006

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

City of Greenville,)

Plaintiff,)

v.)

Amrik Singh and SBPS, Inc.,)

d/b/a Travel Inn,)

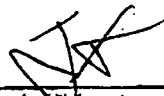
Defendant,)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

STATEMENT OF JASVIR VIRK

I, Jasvir Virk, do state the following:

I, Jasvir Virk, was the previous owner of the property known as the Travel Inn. I had the ultimate authority on how the motel was operated. Amrik Singh had no authority to make any changes or implement any security measures to the property at the Travel Inn until he purchased the property on May 1st, 2006. Singh has managed the property since 2004, but he did not own the property. The property was owned by Balaji Enterprises, LLC of which I am a member.



Jasvir Virk

Dated: September 19, 2006

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
	)	CASE NUMBER: 2006-CP-23-_____
	)	
CITY OF GREENVILLE,	)	
	)	
Plaintiff,	)	CITY OF GREENVILLE'S
	)	MEMORANDUM IN OPPOSITION
v.	)	TO DEFENDANT'S MOTION TO
	)	ALTER OR AMEND PURSUANT TO
AMRIK SINGH and SBPS, INC.,	)	RULE 59(e)
d/b/a TRAVEL INN,	)	
	)	
Defendant.	)	

This matter is before the Court on Defendant's, Amrik Singh and SBPS, Inc. d/b/a Travel Inn, Motion to Alter or Amend Pursuant to Rule 59(e), South Carolina Rules of Civil Procedure. Plaintiff, City of Greenville ("City"), submits its Memorandum in Opposition to Defendant's Motion to Alter or Amend.

STATEMENT OF FACTS AND PROCEDURAL HISTORY

Defendant, Amrik Singh ("Singh"), is the owner of Travel Inn (formerly Travel Lodge), located at 755 Wade Hampton Boulevard, Greenville, South Carolina.

Police Incident Reports and calls for service¹ pertaining to Travel Inn revealed numerous offenses and illegal activities from April 2004 through June 2006. Based on the Police information, City's Office Management and Budget Interim Director, Jonathan Simons, found that Travel Inn violated § 8-43, City of Greenville Code of Ordinances.

City's Office Management and Budget Interim Director informed Singh by letter

¹ Calls for service constitute those occurrences when Police receive a call from or about the particular location and Police respond to the call.

dated August 2, 2006, that Travel Inn's Business License would be revoked September 16, 2006. Singh received the notice via Personal Service August 3, 2006. The revocation was based on Singh's failure to operate a safe, crime-free, and drug-free business and the nature and frequency of the nuisance offenses occurring on or near the premises of Travel Inn. City's Office Management and Budget Interim Director informed Singh of the right to a Hearing to protest the revocation of the Business License.

Singh requested a Business License Revocation Hearing. The Hearing was scheduled for August 10, 2006. Singh requested a Continuance. The Hearing was then set for August 29, 2006.

Singh appeared at the Business License Revocation Hearing with his attorney, David W. Holmes, family members, and Travel Inn employees. The Hearing Officer, Steve Landrith, reviewed the information and the statements made at the Business License Revocation Hearing. The Hearing Officer presented his written recommendation to the City Manager, James M. Bourey, to uphold the revocation of Travel Inn's Business License.

The City Manager informed Singh that he would uphold the Business License Revocation by letter dated September 6, 2006. Singh was also informed that his Business License be revoked effective September 16, 2006.

Singh was informed of the right to appeal the decision of the City Manager to City Council. Singh submitted his Notice of Intent to Appeal Business License Revocation to City Council September 11, 2006. Singh was given September 25, 2006 and October 9,

2006 as available Hearing dates. Singh chose November 27, 2006. The Hearing is scheduled for November 27, 2006.

Singh filed a Motion for Temporary Injunction September 13, 2006. Judge D. Garrison Hill denied Defendant's Motion for Temporary Injunction September 15, 2006.

DISCUSSION

Singh seeks to alter or amend the judgment denying the Preliminary Injunction that would allow Travel Inn to remain open.

The United States Court of Appeals stated in *Scotts Company v. United Industries Corporation*, 315 F.3d 264, 271 (2002) that granting a Preliminary Injunction is governed by the four-part test² that considers "(1) the likelihood of irreparable harm to the plaintiff if the preliminary injunction is denied, (2) the likelihood of harm to the defendant if the requested relief is granted, (3) the likelihood that the plaintiff will succeed on the merits, and (4) the public interest." Equities of both sides are to be considered and balanced between the parties; each case must be decided on its own particular facts.

Courts have upheld injunctive relief to prevent the loss of a business under certain circumstances. See *District of Columbia v. Eastern Trans-Waste of Maryland, Inc.* 758 A.2d 1, 15 (2000)(Eastern Trans-Waste of Maryland, Incorporated, sought injunctive relieve to enjoin the District of Columbia from implementing certain fees and charges and the new permitting regulations. The Court upheld the Trial Court's granting the

² *Blackwelder Furniture Company of Statesville, Inc. v. Seilig Manufacturing Company, Inc.*, 550 F.2d 189 (4th Cir. 1977)(The Trial Court refused Blackwelder Furniture Company's request for a Preliminary Injunction when Seilig Manufacturing terminated Blackwelder as an authorized dealer of furniture. The Court reversed the Trial Court finding that all four prongs of the test need not be met to grant injunctive relief; balancing the likelihood of irreparable harm to Plaintiff against harm to Defendant is required; then, considering Plaintiff's likelihood of success).

Temporary Restraining Order because of the need for further factual development to resolve the issues and a desire not to disturb the Trial Court's reasoning that Eastern Trans-Waste of Maryland, Incorporated, showed irreparable harm and a strong likelihood that it would succeed on the merits).

On the issue of irreparable harm, the United States Court of Appeals held that economic loss does not, in and of itself, constitute irreparable harm. Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation weighs heavily against a claim of irreparable harm. *Wisconsin Gas Company v. Federal Energy Regulatory Commission*, 758 F.2d 669 (1985).

City of Greenville Code of Ordinances empowers City to revoke a business license if City finds the licensee has violated § 8-43(b). City of Greenville sets forth provisions in which a business' license may be revoked. Pursuant to § 8-43(b), a Business License may be revoked when (1) the Business License Licensee or person directly in charge of the business has been convicted, forfeited bond, or plead guilty or *nolo contendere* for the violation of any local, state, or federal law, pertaining to the following offenses: (a) Sale, possession, storage, or transportation of intoxicating liquors, wine or beer; (b) Sale or possession of narcotics or other controlled substances; (c) Gambling or the sale or illegal lottery tickets; (d) Sale or promotion of obscenity; (e) Prostitution or soliciting for prostitution; (f) Sale or possession of weapons; or (g) Crimes of violence, including but not limited to homicide, assault, and battery, criminal sexual conduct, or attempts to

commit such acts; (2) Police make an unusually high number of response calls, regardless of arrests, to the business premises, or to the immediate vicinity, and the high number of response calls corresponds with or relates to the hours of business operations of the licensee; (3) frequent arrests of persons for crimes of violence, possession or sale or controlled substances, possession or sale of deadly weapons, the discharge of fire arms, excessive noise, disorderly conduct, prostitution, disturbance of the peace, and the illegal acts correspond with or relate to the hours of operation of the business operations of this licensee; and (4) failure to provide sufficient security measures to protect people and property located on the premises, and to protect people and property located in the immediate vicinity when the immediate vicinity is affected by the business operations of the licensee. The City Ordinances are neither arbitrary nor unreasonable. In the interest of the public health, safety, and welfare, City revokes Business Licenses when that business becomes a public nuisance.

A Temporary Injunction is used to preserve the *status quo*. *Mailsources, LLC, v. M.A. Bailey & Associates, Inc.*, 588 S.E.2d 635 (2003)(citing *Powell v. Immanuel Baptist Church*, 199 S.E.2d 60 (1973)). The status quo at Travel Inn does not need preserving. The information obtained by the Police demonstrates an environment that has become a public nuisance. A Temporary Injunction would allow Travel Inn to remain open and perpetuate the illegal activity on the premises.

City Manager upheld the Hearing Officer's recommendations based on the unusually high number of responsive calls from the Police Department, the frequent arrest for certain crimes, and continuing complaints of illegal activity on Defendant's

premises. From April 2004 through June 2006 City Police Department received approximately 983 calls relating to drug-related violations, assaults, stolen vehicles, petit larcenies, disorderly conducts, Assault and Batteries, and armed robberies.

City Police warned Singh's daughter, Manninder Kaur, who appeared to be the manager of Travel Inn³, that the illegal activity must cease or Police would seek revocation of the Business License.

The illegal activity continued, including the arrest of Singh's daughter for Distribution of Crack Cocaine and Distribution of Crack Cocaine within a half mile of school (Case Numbers: 06-25205, 06-25398; Incident Dates: March 22, 2006, March 23, 2006) and Filing a False Police Report (Case Numbers: 06-38867; Incident Date: May 15, 2006).

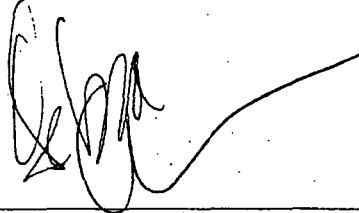
Moreover, Singh was the person in charge of Travel Inn. Singh signed his name as the owner of Travel Inn on the Business License Applications for 2004, 2005, and 2006. Even if Singh was not the owner in 2004 and 2005, as the Business License Licensee, he is responsible for maintaining a safe, crime-free, drug-free environment.

CONCLUSION

The denial of a Temporary Injunction was in the sound discretion of Judge Hill and that decision was correct as a matter of law. Travel Inn has failed to show that maintaining the *status quo* will be beneficial to Travel Inn patrons or City of Greenville. Moreover, in balancing the equities of Travel Inn and City of Greenville, Judge Hill's Order denying the Temporary Injunction should stand.

³ Singh's daughter, Manninder Kaur, was frequently on the property and at the Front Desk when Police arrived at Travel Inn.

Therefore, City requests that this Court deny Defendant's Motion to Alter or Amend the Judgment.



DEBRA J. GAMMONS
ASSISTANT CITY ATTORNEY
CITY OF GREENVILLE
Post Office Box 2207
Greenville, South Carolina 29602
864-467-4420 telephone
864-467-4424 facsimile
gammond@greatergreenville.com

September 27, 2006
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Amrik Singh and SBPS, Inc.,)
d/b/a Travel Inn,)
)
Plaintiff,)
)
v.)
)
City of Greenville and James Bourey,)
City Manager,)
)
Defendants,)
_____)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
2007-CP-23- 2417

2007 APR 12 P 4:46

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL D. WICKENBOMER
CW

COMPLAINT

(JURY TRIAL DEMANDED)

The Plaintiff, by and through its undersigned counsel, Ryan L. Beasley, complaining of the Defendants herein, states as follows that:

JURISDICTION AND VENUE

1. That Plaintiff, Amrik Singh and SBPS, Inc. d/b/a as Travel Inn, is a duly and organized corporation existing under the laws of the State of South Carolina with its principal place of business in Greenville County, South Carolina.
2. Upon information and belief, the Defendant, City of Greenville, (hereinafter referred to as "City") is a municipal corporation organized and existing under the laws of South Carolina.
3. That the Defendant, James Bourey, (hereinafter referred to as "City Manager") is, upon information and belief, a citizen and resident of Greenville County, South Carolina and that at all times pertinent herein, an agent employed and a servant of the City of Greenville.

A Certified Copy
Paul D. Wickenbomer
Clerk of Court C.P. & C.S.
Greenville County, SC
Dated 2-28-11

4. That at all times pertinent herein, Defendant, City Manager, was acting within the scope of his employment and with the permission and consent of Defendant City.

5. That at all times pertinent herein, Defendant City is vicariously liable, jointly and severally, under the doctrine of respondeat superior for the acts and omissions of City Manager.

6. This action arises under the Constitution and laws of the United States of America and the State of South Carolina.

7. All parties, matters and things herein are within the jurisdiction of this Court.

BACKGROUND

8. Plaintiff Singh owns and operates the business known as Travel Inn, which is located at 755 Wade Hampton Boulevard, in the City of Greenville.

9. Plaintiff purchased the property May 1, 2006 from Balaji Enterprises, LLC and Jasvir Virk for \$1.6 million dollars and executed a note and mortgage with Pinnacle Bank for 1.3 million.

10. As of today's date, Plaintiff has a business license on the property to operate a motel management business but did not own the property until May 1, 2006.

11. On August 2, 2006, (only 93 days after he purchased the property) Plaintiff received a notice that the business license for said property was being revoked by the City Manager, Jim Bourey.

12. Thereafter, Plaintiff requested documentation from the City regarding the reasons for the license revocation and ultimately received 212 pages of documents on August 18th and an additional 94 pages on August 21st.

13. An Appeal hearing was held at Plaintiff's request on August 29, 2006 pursuant to § 8-44 of the Greenville City Code.

14. At the hearing Plaintiff asked the City to rescind the revocation, or allow him more time to prepare an appeal and/or to carry out corrective action in an effort to alleviate the problems about which the City Manager complained.

15. On August 30th, Plaintiff made a written request to the City Manager following his oral request for a delay in the implementation of the revocation made at the hearing on August 29th, but the City Manager denied the request.

16. On September 6th Plaintiff was notified by the City Manager that Travel Inn's business license would be revoked on September 16, 2006 and the revocation would continue until such time as the action is heard on its merits by City Council and all appeals exhausted.

17. Plaintiff then filed a motion for a temporary injunction on September 13th, 2006 in hopes of staying the revocation until his appeal was heard by City Council. The Honorable Garrison Hill denied this request on September 15th, 2006.

18. Plaintiff appealed his business license revocation before the City Council on November 13, 2006.

19. At that meeting, City Council voted to overturn the City Manager's decision (see Exhibit A, November 15th letter) and agreed to allow Plaintiff to operate his business under terms of a Conditional Business License.

20. Thereafter, Plaintiff received his business license and complied with all the terms City Council set forth in its November 15th letter and all the Conditional Business License terms as set forth by the City Manager (a copy of which is attached as Exhibit B).

21. However, on April 2nd 2007, Singh received notice that his business license was being revoked, yet again, due to four alleged nuisance violations from January 2007 through March 2007 and that he must cease business operations at Travel Inn on April 30th, 2007. (See letter attached as Exhibit C).

22. On April 4th, Plaintiff filed for an appeal of the City Manager's decision to revoke Plaintiff's business license pursuant to § 8-44 of the Greenville City Code of Ordinances.

23. On April 6th, a letter from Assistant City Attorney, Debra Gammons, was sent to Plaintiff stating that it was not entitled to an Appeal of the City Manager's decision. (See letter attached as Exhibit D).

FOR A FIRST CAUSE OF ACTION

(Violation of Constitutional Guaranty of Equal Protection)

24. Plaintiff repeats and reiterates the foregoing allegations of the within Complaint as fully as if stated verbatim herein.

25. The business license revocation by the City Manager bears no reasonable relation to any legitimate exercise of legislative authority by the City of Greenville.

26. The revocation denies Plaintiff the equal protection of the laws in violation of Article XIV, §1 of the United States Constitution, and Article I, §3 of the South Carolina Constitution.

27. As a result of the arbitrary and unreasonable enforcement of the business license revocation, Plaintiff has been forced to expend large amounts of money to defend himself and his business and has been deprived of an otherwise lawful use of its property while other similarly situated businesses are permitted to operate. Plaintiff has lost customers and revenue because of the unequal treatment of its business pursuant to the revocation, all in contravention to state law.

28. Plaintiff has suffered continuing and irreparable harm due to Defendants' denial of Plaintiff's constitutional right to equal protection of the laws for which he has no adequate legal remedy. Therefore, Plaintiff is entitled to an order of this Court declaring the business license revocation unconstitutional, void, and of no other force and effect.

FOR A SECOND CAUSE OF ACTION

(Violation of Constitutional Guaranty of Due Process)

29. Plaintiff repeats and reiterates the foregoing allegations of the within Complaint as fully as if stated verbatim herein.

30. Prior to the business license revocation notice, Plaintiff obtained a business license from The City of Greenville to operate a motel known as Travel Inn.

31. The business license issued by the City of Greenville neither limited nor restricted the number of complaints at Travel Inn nor did it give the City Manager the

discretion to deny an appeal of a business license revocation.

32. Prior to the City Manager's notice to cease all operations of Travel Inn, Plaintiff engaged in the lawful business of operating a motel. Thus, Plaintiff had a constitutionally protected property interest in the lawful pursuit of its business prior to the effective date of the notice. Plaintiff has expended great sums of capital to create, generate, market and supply and staff its business.

33. As a result of the City Manager's actions, the enactment and enforcement of the business license revocation has arbitrarily and unreasonably forced Plaintiff to close its business.

34. The City Manager's notice to cease business operations by April 30th, 2007 and revoke Plaintiff's business license has seriously impaired and destroyed Plaintiff's lawful business operations.

35. Plaintiff was deprived of that property interest without due process of law in violation of Article XIV, §1 of the United States Constitution, and Article I, §3 of the South Carolina Constitution.

FOR A THIRD CAUSE OF ACTION

(Violation of Article I, §13 of the South Carolina Constitution)

36. Plaintiff repeats and reiterates the foregoing allegations of the within Complaint as fully as if stated verbatim herein.

37. Prior to the City Manager's decision, Plaintiff obtained a business license from The City of Greenville to operate a motel know as Travel Inn.

38. The license issued by the City of Greenville neither limited nor restricted the number of complaints that the motel was allowed to have before the City Manager

could revoke its business license.

39. Prior to the City Manager's decision, Plaintiff engaged in the lawful business of operating a motel. Thus, Plaintiff had a constitutionally protected property interest in the lawful pursuit of its business prior to the City Manager's decision to revoke its business license. Plaintiff has expended great sums of capital to create, generate, market and supply and staff their businesses.

40. As a result of City Manager's decision, the enactment and enforcement of the notice and business license revocation has arbitrarily and unreasonably forced Plaintiff to shut down its motel business known as Travel Inn.

41. The City Manager's notice to cease operations and his decision to revoke Travel Inn's business license has seriously impaired, and will ultimately destroy, Plaintiff's lawful business operations.

42. The action of the City of Greenville constitutes a taking of the Plaintiff's vested property interests without just compensation.

FOR A FIFTH CAUSE OF ACTION

(Injunction)

43. Plaintiff repeats and reiterates the foregoing allegations of the within Complaint as fully as if stated verbatim herein.

44. As demonstrated by the foregoing, the City Manager's actions of not allowing Travel Inn an appeal and his decision to revoke Travel Inn's business license are both unconstitutional and Plaintiff is likely to prevail on the merits of its constitutional claims.

45. Plaintiff has suffered and will continue to suffer immediate irreparable harm due to the above-mentioned actions of the City Manager because Travel Inn will be required to cease business operations.

46. Defendant will not suffer any harm if the City Manager's decisions are enjoined.

47. Plaintiff has no adequate remedy at law to redress the violation of its constitutional rights complained of herein.

48. No public policy would be violated by the issuance of an injunction prohibiting the enforcement of the City Manager's decisions.

49. Plaintiff should be granted a temporary and permanent injunction prohibiting the enforcement of the business license revocation by the Defendant and its agents and employees.

WHEREFORE, Plaintiff prays:

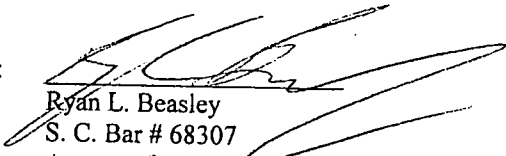
(1) For a declaration that the actions of Defendants described herein as unconstitutional, void, and of no other force and effect,

(2) For a temporary and permanent injunction against the enforcement of said notices and actions of the Defendants.

(3) For an order finding that the City has violated the Taking Clause, Article I, §13 of the South Carolina Constitution and order that further proceedings be had to determine the measure of damages to be awarded to the Plaintiffs.

(4) For any and all other relief the court deems just and proper.

By:


Ryan L. Beasley

S. C. Bar # 68307

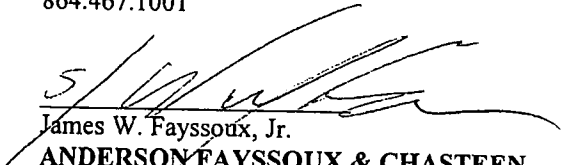
Attorney for the Plaintiffs

PRICE, ASHMORE & BEASLEY

644 East Washington Street

Greenville, South Carolina 29601

864.467.1001


James W. Fayssoux, Jr.

ANDERSON FAYSSOUX & CHASTEEN

217 E. Park Avenue

P.O. Box 1749

Greenville, SC 29602

864.233.0445

Dated: 4-17, 2007

EXHIBIT A



city of greenville

November 15, 2006

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Mr. Beasley:

City Council voted November 13, 2006 to modify the City Manager's decision that revoked the Business License of Travel Inn, 755 Wade Hampton Boulevard, Greenville, South Carolina. City Council voted to grant a Conditional Business License to Travel Inn.

The terms of the Conditional Business License are (1) Travel Inn may re-open its business November 20, 2006 and remain open for sixty days thereafter provided that (2) Travel Inn complies with all conditions to be established by the City Manager; (3) at the end of the sixty-day period, the Police Department will submit a written evaluation to the City Manager measuring Travel Inn's compliance with the conditions and compliance with reducing the illegal and nuisance activities on the premises; (4) if after the sixty-day period, the City Manager finds that Travel Inn is in compliance with the conditions and illegal and nuisance activities have significantly decreased, Travel Inn will be placed on a six-month Probation Period; (5) the Police Department shall continue to monitor Travel Inn and report to the City Manager; (6) any deviation from the conditions reported to the City Manager will result in automatic revocation of the Conditional Business License of

Travel Inn on the date the City Manager determines that the Travel Inn is not in compliance.

Sincerely,

A handwritten signature in cursive script that reads "Lillian Brock Flemming".

Lillian Brock Flemming
Mayor Pro Tem

/dpb

EXHIBIT B

TRAVEL INN
CONDITIONAL BUSINESS LICENSE TERMS
755 Wade Hampton Boulevard

1. Maintain a log of persons placed on Trespass Notice and refuse to rent rooms to any person on this list. Police will be able to inspect this list at any time without prior notice
2. Require presentation of a personal identification card or Driver's License and motor vehicle tag number from all patrons upon registering for lodging
3. Require a \$100.00 Security Deposit for those patrons that reside at this location more than one week continuously
4. Prohibit hourly room rates
5. Maintain security cameras and record all activity for retrieval
 - a. Monitor cameras twenty-four hours per day
 - b. Police will be able to monitor cameras at any time without prior notice
6. Provide written documentation that the security company used by Travel Inn is licensed and bonded by the State of South Carolina
 - a. Security personnel must be on duty 24 hours a day/7 days a week
 - b. Security personnel must monitor all parking lots and the sidewalk in front of Travel Inn to reduce prostitution
7. Names and addresses of security personnel and Travel Inn employees must be submitted to Police. Security personnel must not have criminal convictions
8. Police will be able to inspect all rooms before reopening November 20, 2006
9. The property owner and manager are responsible for maintaining the grounds and complying with the property maintenance code
10. Enforce all conditions in the Travel Inn Policy submitted to the City of Greenville

Amrit Singh 11-17-06.

Balvir Singh 11-17-06.

H. Randall I. Gantt 11-17-06

EXHIBIT C



Office of the City Attorney

April 6, 2007

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Business License Revocation
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Ryan:

I am in receipt of your April 4, 2007 letter to James M. Bourey, City Manager, concerning Travel Inn.

City Council instructed Mr. Bourey to oversee the Business License Revocation of Travel Inn and to proceed with full revocation, if necessary. The revocation of the Business License for Travel Inn was held in abeyance. Amrik Singh's Due Process rights have not been violated. City Council placed Mr. Singh on notice at the Appeals Hearing November 13, 2006 that continued nuisance activity at or on the premises of Travel Inn would not be tolerated.

Since City Council has heard the Appeal and made its decision, City Council will not hear this matter again.

If you or Mr. Singh dispute the occurrences cited in Mr. Bourey's letter, I invite you to submit evidence to the contrary.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra J. Gammons', with a long, sweeping horizontal line extending to the right.

Debra J. Gammons
Assistant City Attorney

DJG/dpb

c: James M. Bourey, City Manager
Ronald W. McKinney, City Attorney
Chief Terri Wilfong
John Castile, Deputy City Manager
Lieutenant Randle Evett
Phillip Robey, Office of Management and Budget Director
Jodie Dudash, Business License Supervisor

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

Amrik Singh d/b/a Travel Inn
Plaintiff,

CIVIL ACTION COVERSHEET

2007-CP-23-2417

vs.

City of Greenville and James Bourey,
City Manager,
Defendant.

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

Ceb

(Please Print)

SC Bar #: 68307

Submitted By: Ryan L. Beasley

Telephone #: 864-467-1001

Address: 644 E. Washington Street
Greenville, SC 29601

Fax #: 864-242-6560

Other: _____

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is a Judgment/Settlement do not complete*

☒ **JURY TRIAL** demanded in complaint.

☐ **NON-JURY TRIAL** demanded in complaint.

☐ This case is subject to **ARBITRATION** pursuant to the Circuit Court Alternative Dispute Resolution Rules.

☐ This case is subject to **MEDIATION** pursuant to the Circuit Court Alternative Dispute Resolution Rules.

☐ This case is exempt from **ADR** (certificate attached).

NATURE OF ACTION (Check One Box Below)

Contracts

- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- ☐ Other (299)

Torts-Personal Injury

- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Other (399)

Real Property

- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions

- ☐ PCR (500)
- ☐ Sexual Predator (510)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Judgments/Settlements

- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Penden (750)
- ☐ Other (799)

Administrative Law/Relief

- ☐ Reinstate Driver's License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture (840)
- ☐ Other (899)

Appeals

- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Administrative Law Judge (980)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex/Other

- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Other (699)

Submitting Party Signature: _____

Date: 4-12-07

NOTE: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Amrik Singh and SBPS, Inc.,)
d/b/a Travel Inn,)
)
Plaintiff,)
)
v.)
)
City of Greenville and James Bourey,)
City Manager,)
)
Defendants,)
)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
2007-CP-23- 2417

2007 APR 12 P 4:50

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

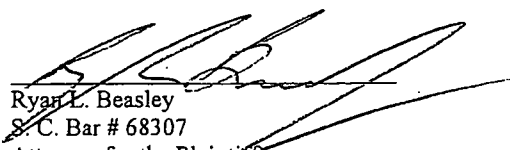
**NOTICE OF MOTION AND
MOTION FOR TEMPORARY
INJUNCTION**

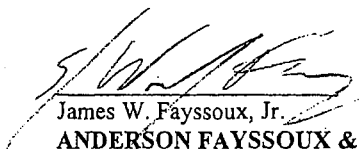
TO: The Above-named Defendants:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for the Plaintiff, will, ten (10) days from the service of this Motion pursuant to *Rule 65, S.C.R.C.P.*, or as soon thereafter as counsel may be heard, move before the Presiding Judge, Greenville Court of Common Pleas, for a Motion for a Temporary Injunction enjoining the business license revocation pending this litigation as described in the Complaint attached hereto and incorporated by this reference.

The basis of this Motion is that the revocation of the Plaintiffs' business license is illegal and unconstitutional; and furthermore, the revocation by the Defendants would cause the closing down of this business and further irreparable damage as described in the Complaint attached hereto and incorporated by this reference, as well as the supporting documents to that Complaint.

Respectfully Submitted by:


Ryan L. Beasley
S.C. Bar # 68307
Attorney for the Plaintiffs
PRICE, ASHMORE & BEASLEY
644 East Washington Street
Greenville, South Carolina 29601
864.467.1001



James W. Fayssoux, Jr.

ANDERSON FAYSSOUX & CHASTEEN

217 E. Park Avenue

P.O. Box 1749

Greenville, SC 29602

864.233.0445

Dated: April 12, 2007

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	07-CP-23- 2417
	)	
Amrik Singh and SBPS, Inc.,	)	
d/b/a Travel Inn,	)	
	)	MEMORANDUM IN SUPPORT
Plaintiffs.	)	OF MOTION FOR TEMPORARY
	)	INJUNCTION
	)	
v.	)	
	)	
The City of Greenville,	)	
	)	
Defendant.	)	
_____	)	

2007 AUG 23 AM 11:34
 CLERK OF COURT
 THIRTEENTH JUDICIAL CIRCUIT
 GREENVILLE, SOUTH CAROLINA

FACTS

The Plaintiff, Amrik Singh, owns and operates the business known as Travel Inn, which is located at 755 Wade Hampton Boulevard, in the City of Greenville. As of today's date, Plaintiff has a business license on the property to operate a motel management business but did not own the property until May 1, 2006. The Plaintiff purchased the property May 1, 2006 from Balaji Enterprises, LLC and Jasvir Virk for \$1.6 million dollars and executed a note and mortgage with Pinnacle Bank for 1.3 million. On August 2, 2006, (only 93 days after he purchased the property) Plaintiff received a notice that the business license for said property was being revoked by the City Manager, Jim Bourey. An Appeal hearing was held at Plaintiff's request on August 29, 2006 pursuant to § 8-44 of the Greenville City Code. At the hearing Plaintiff asked the City to rescind the revocation, or allow him more time to prepare an appeal and/or to carry out corrective action in an effort to alleviate the problems about which the City Manager complained. On August 30th, Plaintiff made a written request to the City

Manager following his oral request for a delay in the implementation of the revocation made at the hearing on August 29th, but the City Manager denied the request. On September 6th Plaintiff was notified by the City Manager that Travel Inn's business license would be revoked on September 16, 2006 and the revocation would continue until such time as the action is heard on its merits by City Council and all appeals exhausted.

Plaintiff then filed a motion for a temporary injunction on September 13th, 2006 in hopes of staying the revocation until his appeal was heard by City Council. The Honorable Garrison Hill denied this request on September 15th, 2006 based mainly on the fact that Travel Inn had an adequate remedy of law, in the form of its pending administrative appeal to Greenville City Council. Plaintiff appealed his business license revocation before the City Council on November 13, 2006. At that meeting, City Council voted to overturn the City Manager's decision (see Exhibit A, November 15th letter) and agreed to allow Plaintiff to operate his business under terms of a Conditional Business License. Thereafter, Plaintiff received his business license and complied with all the terms City Council set forth in its November 15th letter and all the Conditional Business License terms as set forth by the City Manager (a copy of which is attached as Exhibit B).

However, on April 2nd 2007, Plaintiff received notice, dated March 30th, that his business license was being revoked, yet again, due to four alleged nuisance violations from January 2007 through March 2007 and that he must cease business operations at Travel Inn on April 30th, 2007. (See letter attached as Exhibit C). On April 4th, Plaintiff filed for an appeal of the City Manager's decision to revoke Plaintiff's business license pursuant to § 8-44 of the Greenville City Code of Ordinances. On April 6th, a letter from Assistant City Attorney, Debra Gammons, was sent to Plaintiff stating that it was not

entitled to an Appeal of the City Manager's decision. (See letter attached as Exhibit D). Thereafter, a lawsuit was filed by Plaintiff against the City of Greenville and the City Manager claiming numerous constitutional violations. From these facts, this Petition for a Temporary Injunction arises.

LAW/ANALYSIS

Rule 65 governs the issuance of a preliminary injunction. See SCRCP 65. In deciding whether to issue a preliminary injunction, courts use a hardship balancing standard. See Blackwelder Furniture Co. v. Seilig Mfg. Co., Inc., 550 F.2d 189 (4th Cir. 1977); Virginia Carolina Tools, Inc. v. International Tool Supply, Inc., 984 F.2d 113 (4th Cir. 1993). Typically, the four requirements, as they relate to this case, are:

- (a) The likelihood of irreparable harm to Defendant if the court denies the injunction,
- (b) The likelihood of harm to the City of Greenville if the court grants the injunction,
- (c) The likelihood that Defendant will succeed on the merits, and
- (d) The public interest.

See, Virginia Carolina Tools, Inc., 984 F.2d at 119-20 (internal citations omitted).

Of these four factors, the irreparable harm factor is tied to the likelihood of success on the merits. If the balance of hardships tips decidedly in Travel Inn's favor, a court may grant a preliminary injunction if the case presents serious issue or questions for litigation and the injunction will serve the public interest. Id. At 120; Merrill-Lynch, Pierce, Fenner & Smith, Inc. v. Bradley, 756 F.2d 1048, 1054-1055 (4th Cir 1985).

As the likelihood of irreparable harm to Travel Inn diminish, the likelihood of success on the merits becomes more important. Telvest. Inc. v. Bradshaw, 618 F.2d 1029, 1032-33 (4th Cir. 1980). Where irreparable harm to Travel Inn is simply possible, Travel Inn's likelihood of success on the merits become the most important and decisive factor. Federal Leasing. Inc. v. Underwriters at Lloyd, 650 F.2d 495, 499 (4th Cir. 1981); Maryland Undercoating Co. v. Payne, 603 F.2d 477, 481 (4th Cir. 1979). Stated another way, if the likelihood of success on the merits is great, the necessity showing irreparable injury to Travel Inn is less. If the likelihood of success on the merits is remote, the probability of irreparable injury to Travel Inn must be strong to justify a preliminary injunction. Dan River. Inc. v. Icahn, 701 F.2d 278, 283 (4th Cir. 1983); North Carolina State Ports Authority v. Dart Containerline Co., 492 F.2d 749, 750 (4th Cir. 1979). The decision to grant a preliminary injunction is committed to the sound discretion of the trial court. Hughes Network Systems v. Interdigital Communications Corp., 17 F.3d 546 (4th Cir. 1994). Courts look more favorably upon requests to maintain or restore the status quo. See, generally Hazardous Waste Treatment Council v. South Carolina, 945 F.2d 781, 787-788 (4th Cir. 1991); Hertz Corp. v. Avis, Inc. 867 F. Supp. 208, 211-12 (S.D.N.Y. 1994) (distinguishing between an injunction that seeks to maintain the status quo and the one that seeks to change the status quo).

a. The Likelihood of Irreparable Harm to Travel Inn

Whether "a wrong is irreparable, in the sense that equity may intervene, and whether there is an adequate remedy at law, are questions that are not decided by narrow and artificial rules." Kirk v. Clark, 191 S.C. 205, 211, 4 S.E.2d 13, 16 (1939). Before granting an injunction, the trial court should balance the equities: the court should look at

the particular facts of each case and the equities of each party and determine which side, if any, is more entitled to equitable relief. MailSource, L.L.C. v. M.A. Bailey & Assocs., 356 S.C. 363, 368, 588 S.E.2d 635, 638 (Ct.App.2003). The only purpose of an injunction is to preserve the status quo to avoid possible irreparable injury to a party pending litigation. Zabinski v. Bright Acres Assocs., 346 S.C. 580, 601, 553 S.E.2d 110, 121 (2001); MailSource, 356 S.C. at 368, 588 S.E.2d at 638.

If the injunction is denied, Travel Inn's business will be closed on April 30th, 2007 and it will suffer immediate, irreparable and unquantifiable injury. The closing of Travel Inn will cause an immediate end to its business which is deemed a term of default of its loan with Pinnacle Bank (see letter from Pinnacle Bank Exhibit E). The Singh family lives at Travel Inn, and they will be forced to sell the property and find another home long before their claims against the City are adjudicated. With each additional day that the revocation is enforced and the business is closed, Travel Inn's business would lose customers who would patronize its establishment but for the revocation. Quantifying such losses and reducing them to a specific dollar amount would be difficult, if not impossible. As mentioned above, Travel Inn will be held in default for a loan in the amount of \$1.3 million if this revocation remains in effect. Without temporary injunctive relief Defendant will continue to suffer permanent and irreparable injury.

Again, the purpose of an injunction is the preservation of the status quo. MailSource, 356 S.C. at 368, 588 S.E.2d at 638. "A temporary injunction is used to preserve the subject of controversy in the condition which it is at the time of the [o]rder until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation." Id. As explained above, the closing of Travel Inn will

cause an immediate end to its business and cause the loan with Pinnacle Bank to be immediately recalled. Since purchasing the property in May 2006, Mr. Singh has (a) spent \$6,000 to install a six (6) foot high fence along the rear of the property; (b) he instituted a set of rules that each occupant of the motel is required to observe; (c) he instituted a \$100.00 security deposit requirement so that if there was damage to the motel property, he would not be forced to call the police for assistance (his fear was that every time he called the police for assistance, it was used against him — just another call for service); (d) he signed a contract with AIS security company at a cost of \$11,000/month to provide security to the facility (he had agreed to hire off-duty Greenville City police officers, but when he got no response to that request, he hired a private security company); (e) he spent \$6,500 to install security cameras; and (f) he pays over \$35,000/year for property taxes to the City of Greenville.

Furthermore, the Singh family lives at Travel Inn, and they will be forced to sell the property and find another home long before their claims against the City are adjudicated. While courts do often award monetary damages when a plaintiff can no longer operate its business, such damages are usually the only possible remedy and serve to make the plaintiff as whole as possible under the circumstances. Here, monetary damages are not the only option, and injunctive relief is a better remedy because it would allow Travel Inn to remain open, earn income, and service the debt with Pinnacle Bank while at the same time maintaining a residence for the Singh family. Therefore, Travel Inn claims it has an inadequate remedy at law.

b. The Likelihood of Harm to the City of Greenville

On the other hand, if the injunction is granted, the City will suffer no injury. Since City Council voted to overturn the City Manager's decision and grant the Travel Inn a Conditional Business License on November 13th 2006, the City Manager has alleged four (4) unsubstantiated nuisance violations. However, these alleged incidences do not violate the terms of the Conditional Business License. Furthermore, it has never been alleged by the City, the City Manager, or the City Police that Travel Inn has ever violated any of the Conditional Business License terms as set forth by the City. A court ordered suspension of enforcement of the revocation and the closing of Travel Inn until such time as the merits of the lawsuit can be addressed and resolved in a court of law will certainly not interfere with the effective operation of the City or its government.

The shutting down of Travel Inn's business will be an irreparable harm. Accordingly, the court should find that Travel Inn would suffer irreparable harm if the status quo was not maintained. Other courts have upheld injunctive relief to prevent the loss of a business or business goodwill. District of Columbia v. E. Trans-Waste of Md., Inc., 758 A.2d 1, 15 (D.C.2000) ("While economic loss does not, in and of itself, constitute irreparable harm, such harm will be found if economic loss threatens the very existence of [plaintiffs] business."); Campbell Inns, Inc. v. Banholzer, Turnure & Co., 148 Vt. 1, 527 A.2d 1142, 1146 (1987) ("The potential loss of a business satisfies the irreparable harm requirement for the issuance of an injunction."); IAC, Ltd. v. Bell Helicopter Textron, Inc., 160 S.W.3d 191, 200 (Tex.App.2005) ("Loss of business goodwill or loss that is not easily calculated in pecuniary terms is sufficient to show irreparable injury for purposes of obtaining a temporary injunction.").

Notably, *Rule 65, SCRPC* would provide that the City could not get an injunction suspending this business as the Rule prohibits injunctions that suspend businesses. *Rule 65 (e) S.C.R.C.P.* Ironically, the Rule recognizes that the closing of businesses is such a drastic, severe and irreparable loss so as to prohibit this Court from doing so on a temporary basis. Conversely, such a loss that the City should not be allowed, by its opposition to the injunction, to inflict the same loss. The rules of South Carolina recognize irreparable damage caused by forced closing of a business.

c. The Likelihood that Travel Inn will Succeed on the Merits

When seeking a preliminary injunction, the plaintiff need not prove an absolute legal right; the plaintiff need only present “a fair question to raise as to the existence of such a right.” *Williams v. Jones*, 92 S.C. 342, 347, 75 S.E. 705, 710 (1912). The determination of whether to grant an injunction should not be based on the merits of the underlying case except insofar as the merits may assist the trial court in determining whether a prima facie showing has been made. *MailSource*, 356 S.C. at 368, 588 S.E.2d at 638 (citing *Transcon. Gas Pipe Line Corp. v. Porter*, 252 S.C. 478, 481, 167 S.E.2d 313, 315 (1969)). “Once a prima facie showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits.” *Helsel v. City of North Myrtle Beach*, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992) (“[I]t would have been improper for the hearing judge who issued the temporary injunction to make a finding upon the facts in such a manner as to affect the merits of the case.”).

As previously mentioned, City Council voted on November 13th to overturn the City Manager’s decision to revoke the business license of Travel Inn as long as it

complied with certain conditions for a period of 60 days (see Exhibit A). The conditions for the 60-day period were to be established by the City Manager (see Exhibit B). After the 60-day period, the Police Department was required to submit a written evaluation to the City Manager informing him of whether or not the Travel Inn was in compliance with these conditions. If the Travel Inn was in compliance, then it would be put on a 6-month probation period. The Police Department's January 17, 2007 evaluation to the City Manager unequivocally shows that Travel Inn was in compliance with the conditions set by the City Manager (see Exhibit F). According to the report, "Mr. Singh has lived up to the conditions outlined in the November 17th 2006 meeting listed above." However, on February 20th, 2007 the City Manager arbitrarily decided to not only extend the 60-day Conditional Business License terms, but also the probationary period without any reason (see Exhibit G). Then on March 30th, the City Manager sent a letter to Singh stating that his business must close on April 30th, 2007 as a result of 4 alleged nuisance violations from January 2007 through March 2007 (see Exhibit C). Mr. Singh attempted to appeal the City Manager's decision pursuant to § 8-44 of Greenville Code of Ordinances, but his request was denied (see April 6th letter from City Attorney , Exhibit D). Mr. Singh contacted City Council members who encouraged him to appear at the City Council meeting on April 9th because the City Manager's action to revoke Travel Inn's business license for four (4) alleged nuisance violations was not what Council members had envisioned when they overturned his first decision.

Mr. Singh appeared at the City Council meeting with his attorney, Ryan L. Beasley, who informed the Council of the City Manager's actions and of the numerous complaints that the City Police had received regarding other Motel/Hotels. Specifically,

in 2006, the following Motel/Hotels had received the following complaints: (1) Regal Inn-35, (2) Value Lodge-108, (3) Westin Poinsett-12, (4) Budget Inn-17, (5) Days Inn-28, (6) Embassy Suites-13, (7) Hilton-14, (8) Holiday Inn Express-17, (9) Hyatt-29, (10) Inn at Orchard Park-15, (11) Quality Inn-16. However, since November 2006, Travel Inn has only had four (4) alleged complaints according to the City Manager. However, it should be mentioned that these four (4) alleged complaints are unsubstantiated by the City Manager and are strongly disputed by Travel Inn. Therefore, in a 12 month time period, Travel Inn could expect to have somewhere between 8-10 complaints which is less than majority of the motel/hotels in Greenville.

City Council members demanded the City Manager respond to Mr. Beasley's comments, but as usual, the City Manager refused to speak on the matter because of a possible lawsuit. The City Attorney then informed Council that it was not allowed to hear the appeal and that Mr. Singh was encouraged to submit evidence to contradict the City Manager's allegations and the meeting was adjourned. Thereafter, Mr. Beasley responded to each alleged nuisance violation (see April 11th letter, Exhibit H). According to Mr. Beasley's responses in his April 11th letter,

"The first incident alleged is a 911 disconnect call. Police responded and found that one of the patrons of Travel Inn called 911 because of a dispute he was having with another subject who was very intoxicated and creating a disturbance at Travel Inn. The subject was thereafter put on Trespass Notice from Travel Inn. It was alleged that Mr. Singh stated to Police that there was no problem when questioned about the incident. In response to the above-mentioned incident, please explain how Mr. Singh is supposed to know about a 911 disconnect call? When a patron calls 911 from his room, it will show up on the caller id as the number for Travel Inn, not the patron's room. Therefore, I guess it is understandable how the Police and City Manager have confused this fact, which led to their belief that Mr. Singh had knowledge of a 911 call.

The second incident alleged is that a homicide occurred at Regal Inn and the suspect fled to Travel Inn where he was not registered as required. However, this suspect was staying with another individual who was registered at Travel Inn (see attached registration form). It is very difficult for Mr. Singh to prevent individuals and murder suspects for that matter from sneaking into rooms of his registered patrons. Everyone knows that a

fugitive is not going to take the time to give motel management his license and contact information when he is wanted by the Police.

The third incident alleged is that Mr. Singh's daughter, Maninder Kaur, was living at Travel Inn and that Mr. Singh may have misrepresented to the City that she would not be residing with him. However, see attached lease contract of Ms. Kaur, which shows that she lives at another address and has lived there since September 2006. Furthermore, we think the City Manager is confused by the fact that Ms. Kaur was operating a restaurant next door to the Travel Inn and not living there.

The fourth incident alleged is that three unnamed individuals were arrested for Possession of Crack Cocaine in the parking lot of Travel Inn. These individuals claimed to be returning to the rooms of two registered patrons of Travel Inn. This incident is the result of independent acts of individuals that Mr. Singh has no control over which is virtually impossible to defend.

Lastly, I would like to point out that the City Manager revoked Travel Inn's business license last year and the City Council overturned that decision with some conditions. Those conditions were met. However, the City Manager has again decided to revoke Travel Inn's license, which would entitle it to another Appeal pursuant to Greenville City Ordinance §8-44. As a result, I strongly disagree that the City Manager's decision has not violated Travel Inn's Due Process rights.

Therefore, we hope these responses will change the City Manager's decision and prevent further costly litigation to the Singh family and to our City." (see letter from Beasley Exhibit H)

However, as of today's date, the City has yet to respond to the above-mentioned letter and has been unwilling to consider evidence contrary to the City Manager's decision. The City Business License Ordinance is violative of the United States Constitution and the Constitution of the State of South Carolina in that it provides that Singh's property interest in his business can be deprived of him by the City based upon conduct that occurs on property over which he has no dominion or control, by individuals over whom he has no authority.

The City Business License Ordinance is violative of the United States Constitution and the Constitution of the State of South Carolina in that it provides that Singh's property interest in his business as an ongoing concern can be taken by the City

without due process of law. The administrative process outlined in the ordinance to challenge the decision of the responsible city official to revoke the license does not provide adequate notice or opportunity to be heard. More importantly, the City has wrongfully denied the administrative process outlined in the ordinance to challenge the decision of the City Manager.

Even if the City is allowed to revoke the Business License of Travel Inn, which will effectively shut down the business, the protections of the United States Constitution, as applied to this State through the Fourteenth Amendment, prohibit the actions of the City Manager as it pertains to Travel Inn. More specifically, the City Manager's actions are a denial of Equal Protection. To establish an Equal Protection violation, Plaintiffs must demonstrate that they were intentionally and purposely subjected to treatment different from others similarly situated. Seabrook vs. Knox, 369 S.C. 191, 631 S.E.2d 907 (S.C. 2006) citing Sylva Dev. Co. vs. Calvert County, 48 F.3d 810 (4th Cir. 1995). More specifically, other Motel/Hotel businesses within the City limits of Greenville are given business licenses even though they have more nuisance complaints and less license restrictions than Travel Inn. In addition, those businesses are allowed to continue their business to date whereas Travel Inn is forced to discontinue immediately.

There has been no evidence, and the Plaintiffs' are informed no evidence exists, that there is a reasonable relationship that would allow other businesses to operate within the City limits of Greenville and not this business. As a result, the evidence is that the City is intentionally discriminating against these Plaintiffs without an actual basis for doing so, as prohibited.

The City Manager made his own determination that Travel Inn is a nuisance merely by declaring it as such. This arbitrary and capricious decision will seriously destroy the lawful motel business of Travel Inn. Therefore, because of the City Manager's arbitrary decision and the City's failure to consider the evidence as described above, the Plaintiff's have a strong likelihood of success on the merits when the case is finally heard before a court of law.

d. Public Interest

The public interest is best served by the preservation of constitutional rights and the proper restraint of overreaching City government. In this case all citizens of Greenville will be best served when the City Manager acts within the acceptable confines of the state and federal constitutions. Furthermore, the City has not considered the fact that since Mr. Singh's purchase of property, he has spent over \$100,000 complying with all the rules and regulations of the City and that he has successfully and significantly reduced the amount of alleged nuisance complaints. In fact, if the complaints continue at the current pace against Travel Inn, then it will have fewer complaints than 13 other motels/hotels located within the City.

CONCLUSION

For the reasons stated above, including specifically, the City Manager's arbitrary and capricious decisions, the deprivation of Equal Protection and Due Process on the United States Constitution, as well as the evidence of irreparable damage, an injunction should be granted pending the litigation of this matter.

Respectfully Submitted by:



Ryan L. Beasley, S.C. Bar No: 68307
PRICE, ASHMORE & BEASLEY, PA
644 E. Washington Street
Greenville, South Carolina 29601
(864) 467-1001

Dated: 4-23-07

Greenville, South Carolina

EXHIBIT A



city of greenville

November 15, 2006

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

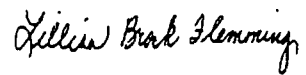
Dear Mr. Beasley:

City Council voted November 13, 2006 to modify the City Manager's decision that revoked the Business License of Travel Inn, 755 Wade Hampton Boulevard, Greenville, South Carolina. City Council voted to grant a Conditional Business License to Travel Inn.

The terms of the Conditional Business License are (1) Travel Inn may re-open its business November 20, 2006 and remain open for sixty days thereafter provided that (2) Travel Inn complies with all conditions to be established by the City Manager; (3) at the end of the sixty-day period, the Police Department will submit a written evaluation to the City Manager measuring Travel Inn's compliance with the conditions and compliance with reducing the illegal and nuisance activities on the premises; (4) if after the sixty-day period, the City Manager finds that Travel Inn is in compliance with the conditions and illegal and nuisance activities have significantly decreased, Travel Inn will be placed on a six-month Probation Period; (5) the Police Department shall continue to monitor Travel Inn and report to the City Manager; (6) any deviation from the conditions reported to the City Manager will result in automatic revocation of the Conditional Business License of

Travel Inn on the date the City Manager determines that the Travel Inn is not in compliance.

Sincerely,

A handwritten signature in cursive script, reading "Lillian Brock Flemming".

Lillian Brock Flemming
Mayor Pro Tem

/dpb

EXHIBIT B



Office of the City Attorney

November 22, 2006

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Conditional Business License
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Ryan:

Please find enclosed a copy of the Conditions for Travel Inn established by James M. Bourey, City Manager, with Amrik Singh's and his son's, Balvir Singh, signatures.

Even though Ronald W. McKinney, City Attorney, agreed to amend the hours of security personnel when Lieutenant Randy Evett met with Mr. Singh last week, the City Manager makes the ultimate decision. The City Manager amends Paragraph 6a to require security personnel on the premises from 3:00 p.m. to 5:00 a.m. daily until December 4, 2006; **beginning December 5, 2006, security personnel must be on the premises 24 hours per day, 7 days per week**; these times are not negotiable.

Please call me (467-5758) with any questions.

Sincerely,

Debra J. Sammons
Assistant City Attorney

DJG/dpb
Enclosure

c: James M. Bourey, City Manager
Ronald W. McKinney, City Attorney
Lieutenant Randy Evett

via facsimile (864-242-6560) and United States Postal Service

TRAVEL INN
CONDITIONAL BUSINESS LICENSE TERMS
755 Wade Hampton Boulevard

- AS 1. Maintain a log of persons placed on Trespass Notice and refuse to rent rooms to any person on this list. Police will be able to inspect this list at any time without prior notice
- AS 2. Require presentation of a personal identification card or Driver's License and motor vehicle tag number from all patrons upon registering for lodging
- AS 3. Require a \$100.00 Security Deposit for those patrons that reside at this location more than one week continuously
- AS 4. Prohibit hourly room rates
- AS 5. Maintain security cameras and record all activity for retrieval
 - a. Monitor cameras twenty-four hours per day
 - b. Police will be able to monitor cameras at any time without prior notice
6. Provide written documentation that the security company used by Travel Inn is licensed and bonded by the State of South Carolina
 - a. Security personnel must be on duty 24 hours a day/7 days a week
 - AS b. Security personnel must monitor all parking lots and the sidewalk in front of Travel Inn to reduce prostitution
7. AS Names and addresses of security personnel and Travel Inn employees must be submitted to Police. Security personnel must not have criminal convictions
8. AS Police will be able to inspect all rooms before reopening November 20, 2006
9. AS The property owner and manager are responsible for maintaining the grounds and complying with the property maintenance code
- AS 10. Enforce all conditions in the Travel Inn Policy submitted to the City of Greenville

Amrit Singh 11-17-06.

Balvir Singh 11-17-06.

H. Randall J. Eett 11-17-06

EXHIBIT C



City Manager's Office

March 30, 2007

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Business License Revocation
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Mr. Beasley:

This is the Notice that City of Greenville will proceed with the revocation of Travel Inn's Business License effective 30 days from the date of this letter. This time is afforded as a means to bring an orderly cessation of all activity. Travel Inn must close **April 30, 2007**.

The basis for Revocation is the management's inability or unwillingness to maintain a safe, drug-free, and crime-free environment.

The Business License was originally revoked by Notice dated August 2, 2006. Upon Hearing the Appeal, City Council expressed concern in the Hearing about the circumstances at Travel Inn over a long period of time but City Council held the Business License Revocation in abeyance. City Council also authorized me to review conditions on an ongoing basis and make decisions concerning the Business License.

From January 2007 through March 2007, four incidences have occurred that reflect the continuation of the prior nuisance pattern.

The first incident occurred on or about January 3, 2007. Police responded to a disconnect call from Travel Inn. Later, Police found that one of the patrons of Travel Inn called 911 because of a dispute he was having with another subject who was very intoxicated and creating a disturbance at

P.O. Box 2207 • 206 South Main Street • Greenville, SC 29602 • P 864-467-5700 • F 864-467-5725
www.greatergreenville.com

Travel Inn. The subject was placed on Trespass Notice from Travel Inn. Mr. Singh stated to Police that there was no problem when Police questioned him about the incident.

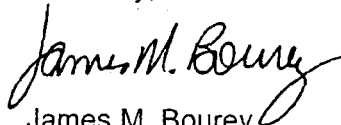
The second incident occurred on or about February 11, 2007 when a homicide investigation revealed that a suspect was staying at Travel Inn. The homicide occurred at Regal Inn, 536 Wade Hampton Boulevard. This suspect was in a room at Travel Inn but had not been registered as required. Lieutenant Randle Evett informed Mr. Singh on February 19, 2007 of this non-compliance and a second non-compliance dealing with registration (only a patron's first name was listed).

The third incident occurred on or about March 7, 2007. Chief Willie Johnson was notified by Greenville County Sheriff's Office that Maninder Kaur, daughter of Mr. Singh, was living at Travel Inn. Ms. Kaur was charged with two counts of Forgery on March 7, 2007. She was arrested at Travel Inn. Mr. Singh stated through you at the Business License Revocation Hearing that Ms. Kaur would not be allowed to resume her residence at Travel Inn because of her criminal activity at Travel Inn.

The fourth incident occurred on or about March 14, 2007. Police arrested three suspects for Possession of Crack Cocaine; the Drug Analysis revealed Cocaine (Crack). These suspects were arrested in the parking lot of Travel Inn as they were returning to the room of Leroy Johnson and Donald Parker Salmon, patrons of Travel Inn.

This resumed pattern of nuisance conditions is unacceptable.

Sincerely,



James M. Bourey
City Manager

JMB/dpb

c: John Castile, Deputy City Manager
Ronald W. McKinney, City Attorney
Chief Terri Wilfong
Lieutenant Randle Evett

EXHIBIT D



Office of the City Attorney

April 6, 2007

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Business License Revocation
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Ryan:

I am in receipt of your April 4, 2007 letter to James M. Bourey, City Manager, concerning Travel Inn.

City Council instructed Mr. Bourey to oversee the Business License Revocation of Travel Inn and to proceed with full revocation, if necessary. The revocation of the Business License for Travel Inn was held in abeyance. Amrik Singh's Due Process rights have not been violated. City Council placed Mr. Singh on notice at the Appeals Hearing November 13, 2006 that continued nuisance activity at or on the premises of Travel Inn would not be tolerated.

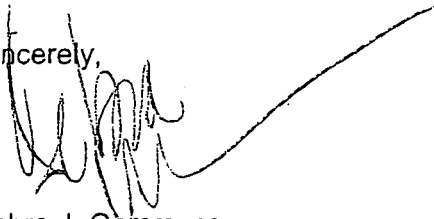
Since City Council has heard the Appeal and made its decision, City Council will not hear this matter again.

If you or Mr. Singh dispute the occurrences cited in Mr. Bourey's letter, I invite you to submit evidence to the contrary.

I look forward to hearing from you.

P.O. Box 2207 • 206 South Main Street • Greenville, SC 29602 • P 864-467-4420 • F 864-467-4424
www.greatergreenville.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra J. Gammons', with a long, sweeping horizontal line extending to the right.

Debra J. Gammons
Assistant City Attorney

DJG/dpb

c: James M. Bourey, City Manager
Ronald W. McKinney, City Attorney
Chief Terri Wilfong
John Castile, Deputy City Manager
Lieutenant Randle Evett
Phillip Robey, Office of Management and Budget Director
Jodie Dudash, Business License Supervisor

EXHIBIT E



September 28, 2006

Mr. Ryan Beasley
Attorney at Law
Price, Ashmore & Beasley
644 E. Washington Street
Greenville, South Carolina

Dear Mr. Beasley,

I understand that you represent SBPS Inc. Our bank has a SBA loan with SBPS Inc. whom does business as the Travel Inn. Mr. Amrik Singh is the majority owner of SBPS Inc. A review of the loan documentation indicates that should SBPS Inc. lose its business license, that event may be considered a "default" under the terms of the loan with the Bank and the SBA.

Sincerely,

James D. Stewart
Executive Vice President

P.O. Box 6508
Greenville, SC 29606

P 864.233.6915
F 864.233.8480
www.pinnaclebanksc.com

EXHIBIT F



City of Greenville

MEMORANDUM

VIA E-MAIL

To: James Bourey, City Manager
From: Chief Willie L. Johnson
Date: January 17, 2007
Subj: Travel Lodge (755 Wade Hampton Boulevard) - Update
07-06

Immediately following council's action to allow the Travel Lodge and Motel at 755 Wade Hampton Boulevard to operate on a 60 day probationary period I assigned our vice and narcotics bureau to keep a daily check on the premises. Any violations were to be enforced and a report forwarded to my office.

On November 17, 2006 Debra Gammons and one of our department representatives met with Mr. Singh, the owner, and outlined the conditions he must follow during the probationary period. He agreed with everything.

On November 18, 2006 Detectives spoke with Mr. Singh at the motel location. Detective's video taped the rooms which appeared to be much cleaner than normal. The building and parking lot was being pressure washed during their visit. Mr. Singh was given a contact number to the police department if he had any questions. During the remainder of November the detectives frequently checked the motel finding that a security guard was on duty and that vehicle traffic had been minimal. Patrons had been few.

Daily checks continued in December and no violations were noted. The uniformed security guard was on duty and visible. The patron traffic was slow. The vehicles on the premises matched the number of patrons registered.

On January 12, 2007 detectives conducted an unannounced inspection of the property. The log book showed 20 rooms occupied. The vehicles on the premises were consistent with the number of patrons. The unarmed security guard was uniformed and visible. The security company had changed from "American Security" to "Employers Security Company." A check of the camera system, which consists of at least six cameras covering the premises, was working properly.

January 19, 2007

Page #2

One police incident report (GPD07-5482 copy attached) has been written as a result of a problem at the location on January 3, 2007. In this incident a verbal dispute occurred and a person was placed on trespass notice by the owner. It appears that Mr. Singh was present when the dispute unfolded along with the security guard; however, the report reveals that Mr. Singh attempted to conceal the incident from responding officers.

Based on our inspections, Mr. Singh has lived up to the conditions outlined in the November 17, 2006 meeting listed above. We will continue to keep a vigilant watch on the property to ensure the guidelines set by Council are followed.

WLJ/sf

Attachment

c: John Castile, Deputy City Manager
Ron McKinney, City Attorney
Debra Gammons, Assistant City Attorney
Captain Ed Blackburn

EXHIBIT G



Office of the City Attorney

February 20, 2007

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Business License
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Ryan:

James M. Bourey, City Manager, has extended the probationary period for Travel Inn to one year beginning January 23, 2007; all the Conditions previously established by City Manager must continue during this period.

The terms of the Business License during this probationary period are:

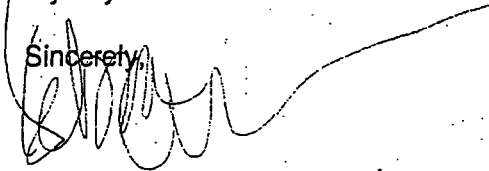
1. Maintain a log of persons placed on Trespass Notice and refuse to rent rooms to any person on this list; Police will be able to inspect this list at any time without prior notice;
2. Require presentation of a personal identification card or Driver's License and motor vehicle tag number from all patrons upon registering for lodging;
3. Require a \$100.00 Security Deposit for those patrons that reside at this location more than one week continuously;
4. Prohibit hourly room rates;
5. Maintain security cameras and record all activity for retrieval; Monitor cameras twenty-four hours per day; Police will be able to monitor cameras at any time without prior notice;
6. Provide written documentation that the security company used by Travel Inn is licensed and bonded by the State of South Carolina;

Security personnel must be on duty 24 hours a day, 7 days a week;
Security personnel must monitor all parking lots and sidewalk in front
of Travel Inn to reduce prostitution;

7. Names and addresses of security personnel and Travel Inn
employees must be submitted to Police; Security personnel must not
have criminal convictions; and

8. The property owner and manager are responsible for
maintaining the grounds and complying with the International
Property Maintenance Code, adopted by City of Greenville.

Sincerely,



Debra J. Gammons
Assistant City Attorney

DJG/dpb

c: James M. Bourey, City Manager
John Castile, Deputy City Manager
Chief Willie Johnson
Lieutenant Randy Evett
Phillip Robey, Office of Management and Budget Director

EXHIBIT H.

PRICE, ASHMORE & BEASLEY, P.A.

ATTORNEYS AT LAW
644 E. WASHINGTON STREET
GREENVILLE, SOUTH CAROLINA 29601
TELEPHONE (864) 467-1001
FACSIMILE (864) 242-6560

JAMES H. PRICE, III *
BEATTIE B. ASHMORE
RYAN L. BEASLEY

*Licensed to practice law in South Carolina and New York

JOSEPH J. WATSON
-OF COUNSEL-

April 11, 2007

SENT VIA HAND DELIVERY

Debra Gammons
Assistant City Attorney
P.O. Box 2207
206 S. Main Street
Greenville, SC 29602

Re: City of Greenville v. Amrik Singh and SBPS, Inc., d/b/a Travel Inn

Dear Debra

I am in receipt of your April 6th correspondence regarding the Travel Inn and the City Manager's decision to revoke its business license as a result of four alleged nuisance violations from January 2007 through March 2007. In your letter, you invited us to submit evidence to contradict/dispute these alleged occurrences. Therefore, we will respond accordingly to each alleged incident, in order, as it was alleged in the City Manager's March 30th letter.

The first incident alleged is a 911 disconnect call. Police responded and found that one of the patrons of Travel Inn called 911 because of a dispute he was having with another subject who was very intoxicated and creating a disturbance at Travel Inn. The subject was thereafter put on Trespass Notice from Travel Inn. It was alleged that Mr. Singh stated to Police that there was no problem when questioned about the incident. In response to the above-mentioned incident, please explain how Mr. Singh is supposed to know about a 911 disconnect call? When a patron calls 911 from his room, it will show up on the caller id as the number for Travel Inn, not the patron's room. Therefore, I guess it is understandable how the Police and City Manager have confused this fact, which led to their belief that Mr. Singh had knowledge of a 911 call.

The second incident alleged is that a homicide occurred at Regal Inn and the suspect fled to Travel Inn where he was not registered as required. However, this suspect was staying with another individual who was registered at Travel Inn (see attached registration form). It is very difficult for Mr. Singh to prevent individuals and murder suspects for that matter from sneaking into rooms of his registered patrons. Everyone knows that a fugitive is not going to take the time to give motel management his license and contact information when he is wanted by the Police.

Page 2
April 11, 2007

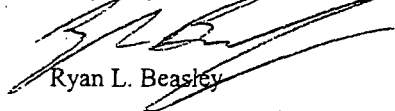
The third incident alleged is that Mr. Singh's daughter, Maninder Kaur, was living at Travel Inn and that Mr. Singh may have misrepresented to the City that she would not be residing with him. However, see attached lease contract of Ms. Kaur, which shows that she lives at another address and has lived there since September 2006. Furthermore, we think the City Manager is confused by the fact that Ms. Kaur was operating a restaurant next door to the Travel Inn and not living there.

The fourth incident alleged is that three unnamed individuals were arrested for Possession of Crack Cocaine in the parking lot of Travel Inn. These individuals claimed to be returning to the rooms of two registered patrons of Travel Inn. This incident is the result of independent acts of individuals that Mr. Singh has no control over which is virtually impossible to defend.

Lastly, I would like to point out that the City Manager revoked Travel Inn's business license last year and the City Council overturned that decision with some conditions. Those conditions were met. However, the City Manager has again decided to revoke Travel Inn's license, which would entitle it to another Appeal pursuant to Greenville City Ordinance §8-44. As a result, I strongly disagree that the City Manager's decision has not violated Travel Inn's Due Process rights.

Therefore, we hope these responses will change the City Manager's decision and prevent further costly litigation to the Singh family and to our City.

Very truly yours,



Ryan L. Beasley

RLB/da

cc: James Bourey
Amrik Singh

Travel Inn and Suites

755 Wade Hampton Blvd. Greenville, SC
Office: (864) 233-5393 Fax (864) 233-6014
Guest Line: (864) 233-5393

No Pets
(Fine \$50.00)

Check in Date: 1-19-07
Check out Date: 1-26-07
Room#: 201 MAYE 319
No Guest: 1
Rate: \$ 130.00
See Dep \$50

Check Out Time 11:00am

Guest Name: (printed) Robert J. Daniels

Guest(2): (printed) _____

Address: 9130 Mayfield Way

Guest(3): (printed) _____

City, State, Zip: 29609

Work Phone: _____

Home/Cell Phone: _____

Emergency Contact: _____

License Plate No: _____

State: FL Make: _____

Driving License No: 485-776 185-052-050

DOB: 02-12-50

Room Charges: The Guest Agreement renews on a weekly or nightly basis. The renewal payment must be made in advance of the new term. The renewal payment must be received before the checkout time (11:00am) on the anniversary of the guest check in date. Guest checking out after the check out time will be charged for an additional day at the currently daily rate. There are **NO REFUNDS** on room charges.

Visitor policies: NO VISITORS ARE ALLOWED AFTER 10:00, NO LOITERING, NO SOLICITING

Security Deposits: nightly and weekly cash paying guests are required to pay a security deposit. The charge is \$10.00 for nightly guest and \$50.00 for the weekly guests. The deposit is fully refundable at the time of check out unless adjustments have to be made due to loss, damage, unpaid charges or cleaning fees.

- Guest(s) assumes all liability for any injury or damages to guest or his/her property that may occur on the premises.
- Guest(s) comprehends the policy of the Travel Inn & Suites of Greenville, SC and agrees to comply with it. Guest(s) acknowledges receipt and understands the policy of Travel Inn & Suites and agrees to be bound by all information and policies outlined in this document.
- Guest(s) authorize the billing of any unpaid balances on this account to the credit card presented either with or without signature

I have read, understand and will abide by all rules and policies. If I fail to abide by these rules and policies I understand that my agreement will be terminated, and I will be asked to leave the property, (WITHOUT REFUND)

Robert J. Daniels
Guest signature

1-19-07
Date

Guest(2) signature

Date

S-A-L-E-S D-R-A-F-T
BATCH: 114 000007741511

REF: 0010
FOLIO 319
CD TYPE: MASTERCARD
TR TYPE: CHECK-IN
DATE: JAN 19, 07 17:53:16
TOTAL AUTH AMT: \$180.00

TOTL

180.00

ACCT: 4293 EXP: **/**
AP: 065315
NAME:

CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS
AND/OR SERVICES IN THE AMOUNT OF THE
TOTAL SHOWN HEREON AND AGREES TO PERFORM
THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER

X

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER



Apartment Lease Contract



Date of Lease Contract: August 31, 2006
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):
Maninder Kaur

and us, the owner:
Grandeagle Apartments

(name of apartment community or title holder). You've agreed to rent Apartment No. 221, at 50 Glenwood Rd. (street address) in Greenville (city), South Carolina, 29615 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):
Harjit Singh

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 1st day of September, 2006, and ends at midnight the 31st day of May, 2007. This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days written notice of termination or intent to move-out as required by paragraph 36, which in all cases shall be a minimum of thirty (30) days. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. The total security deposit for all residents in the apartment is \$ 555.00 due on or before the date this Lease Contract is signed.

This amount (check one): ☐ does or ☐ does not include an animal deposit. An animal deposit will be stated in any animal addendum. See paragraphs 40 and 41 for security deposit return information.

5. KEYS AND FURNITURE. You will be provided 2 apartment key(s), 1 mailbox key(s), and 0 other access devices for 0. Your apartment will be (check one): ☐ furnished or ☒ unfurnished.

6. RENT AND CHARGES. You will pay \$ 555.00 per month for rent, payable in advance and without demand (check one):

☒ at the on-site manager's office, or
☐ at

Prorated rent of \$ is due for the remainder of the (check one):
☒ 1st month or ☐ 2nd month on

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 5th day of day of the month, you'll pay an initial late charge of \$ 50.00 plus a late charge of \$ 0.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single

month's rent. You'll also pay a charge of \$ 35.00 for each returned check, plus initial and daily late charges from due date until we receive acceptable payment, which returned check charge shall not exceed \$25.00 for checks \$100.00 or less and \$30.00 for checks over \$100.00. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. UTILITIES. We'll pay for the following items, if checked:

☒ water ☒ gas ☒ electricity ☐ master antenna
☒ wastewater ☒ trash ☐ cable TV ☐ other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are (check one) ☐ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

☒ keyed deadbolt lock ☐ doorviewer
☐ keyless deadbolt ☐ sliding door pinlock
☐ sliding door bar

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

\$100 Non-Refundable Administrative Fee

See page 6 for any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ 555.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

(1) fail to give written move-out notice as required in paragraphs 22 or 36; or
(2) move out without paying rent in full for the entire lease term or renewal period; or
(3) move out at our demand because of your default; or
(4) are judicially evicted.

The reletting charge represents our estimated actual damages we anticipate to be incurred as a result of any of these occurrences and is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

08312006028401

Maninder Kaur

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Initials of all Residents:

M. K

Page 1 of 6

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our actual damages that we anticipate to be incurred as a result of the occurrence of any of the foregoing (1) through (4), that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
13. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due, to the extent provided by law. We also may end your right of occupancy and recover actual damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges, to the extent provided by law. Our rights and remedies under paragraphs 11 and 31 apply to acceleration under this paragraph.
14. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules

allowed under paragraph 17. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36.

15. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Notice of intent to terminate must be in writing and must be received by us at least five (5) days prior to your termination. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, upon at least five (5) days prior written notice to us, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may submit to us a written notice to terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may submit to us written notice to terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
16. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

17. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.
18. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

19. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

20. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally

parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.
21. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 15, 22, 30, or 36, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
22. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:
 - (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
 - (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders;

(2) you will not be retraining from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 31. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

23. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as may be required by law. Unless we instruct otherwise, you must: (1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

24. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. **WE DISCLAIM ALL IMPLIED WARRANTIES.** You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

25. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

26. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 27. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

27. **WHEN WE MAY ENTER.** We (landlord and repairers, servicers, contractors, and other agents) must give you at least 24 hours notice of our intent to enter and may only enter at reasonable times, except in the event of the following:

- (1) at any time in case of emergency, including prospective changes in weather conditions which pose a likelihood of danger to the property;
- (2) between the hours of 9 AM to 6 PM for the purpose of providing regularly scheduled periodic services (provided that prior to entering, we announce our intent to enter), such services including: making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices, and the like;
- (3) between the hours of 8 AM to 8 PM for the purpose of providing services you request (provided that, prior to entering, we announce our intent to enter to perform services);
- (4) pursuant to court order;
- (5) where you fail to maintain the premises in a condition materially affecting health and safety if such noncompliance can be remedied by repair and you fail to comply as promptly as conditions require in the case of emergency or within fourteen (14) days after written notice from us requesting you to remedy the breach within such time period;
- (6) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in eviction proceedings; or
- (7) you have abandoned or surrendered the premises.

28. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41.

Replacements

29. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

30. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 24;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 14 days, you may terminate this Lease Contract and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

31. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we have the right to seek ejectment in accordance with applicable law.

Acceleration. To the extent provided by law, all monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to holdover.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate the Lease Contract upon written notice to you of nonpayment and intent to terminate the Lease Contract. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and lockout fees, as provided under state statute, and attorneys' fees, to the extent allowable by law. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

32. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

33. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. **ASSOCIATION MEMBERSHIP.** We represent that: (1) we; (2) the management company that represents us; or (3) any locator service that procured you for us, at the time of signing this Lease Contract or a renewal of this Lease Contract, a member in good standing of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the dwelling is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed at the end of this Lease Contract). If not, this Lease Contract is, at your option, voidable and unenforceable by us (except for property damages); we may not recover past or future rent or other charges; and we will be in violation of the state criminal and civil statutes. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in the above associations has lapsed, and (2) neither the owner nor the management company is a member of such associations at the time of the third automatic renewal.

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Maninder Kaur

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Initials of all Residents: M. K.

Page 4 of 6

Security Guidelines for Residents

35. **SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows--even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any doorhandle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY--WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. **WE DISCLAIM ANY IMPLIED WARRANTIES OF SECURITY.** The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

36. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 21) except under the military clause (paragraph 22). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

37. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 31, to the extent provided by law. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
38. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

39. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

40. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 26; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us, to the extent provided by law, for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 31; and (3) a reletting fee if you have violated paragraph 11.

08312006028405

Manendez Kaur

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Initials of all Residents: M. K.

Page 5 of 6

- You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 15 consecutive days or water, gas,

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment, subject to and to the extent provided by law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but do not affect our mitigation obligations (paragraph 31).

You are legally bound by this document. Read it carefully before signing. You are entitled to receive an original after it is fully signed. Keep it in a safe place.

- ☒ Animal Addendum
- ☒ Inventory and Condition Form
- ☒ Mold Addendum
- ☐ Enclosed Garage Addendum, dated _____
- ☒ Community Policies Addendum, dated _____
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☒ Satellite Dish or Antenna Addendum
- ☐ Asbestos Addendum (if asbestos is present)
- ☒ Lead Hazard Information and Disclosure Addendum (federal)
- ☒ Utility Addendum
- ☐ Card Access Addendum, dated _____
- ☐ Code Access Addendum, dated _____
- ☐ Early Termination Addendum
- ☐ Intrusion Alarm Addendum, dated _____
- ☐ Other _____
- ☐ Other _____

Date form is filled out (same as on top of page 1) 08/31/2006

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158



GRANDEAGLE APARTMENTS

PET ADDENDUM TO APARTMENT RENTAL AGREEMENT

Maninder Kaur

221

Resident(s): _____

Apartment #: _____

☐ I have no pet at this time. If I acquire a pet while I am a resident of the apartment community listed above, I agree to notify the management office, pay all associated pet fees and pet rent, complete a new Pet Addendum, and adhere to all Pet Policies.

☐ I do have a pet (pets) at this time. My pet's (pets') information is listed below. If I acquire another pet or a different pet while I am a resident of the apartment community listed above, I agree to notify the management office, pay all associated pet fees and pet rent, complete a new Pet Addendum, and adhere to all Pet Policies.

Pet #1 is a _____ (dog, cat)

Pet #2 is a _____ (dog, cat)

Breed: _____ Age: _____

Breed: _____ Age: _____

Current Weight _____ Full Grown Wt. _____

Current Weight _____ Full Grown Wt. _____

Coloring: _____

Coloring: _____

1. All pets must wear an identification tag.
2. All pets must be licensed and inoculated in accordance with local law.
3. Pets out of doors must be on leash at all times. Pet owner must walk pet in designated pet areas only and must dispose of waste. If owner does not dispose of waste a \$25.00 fee per incident will be charged. The clubhouse, swimming pool areas, tennis courts, fitness room, and laundry areas are off limits to pets at all times.
4. Pets may not be tied up on patios, balconies or any other areas outside of the buildings.
5. Pets may not disturb other residents or damage or destroy our property. Pet owner agrees to be financially responsible for repairing or replacing any damage caused by pet. The cost of carpet and/or vinyl replacement will be charged to pet owner. If a pet is disturbing other residents or pets or if pet damages property, pet owner will permanently remove pet from apartment community within ten (10) day upon request of the management. Extreme circumstances can dictate removal of pet within 24 hours.
6. Pets may not exceed 50 pounds in weight at full maturity. Consult manager for other restrictions.
7. Only 2 pets (either cat or dog) will be allowed per apartment. Cats must be de-clawed and, if male, neutered.
8. Periodic apartment inspections will be made to determine the condition of your apartment, with regards to Resident's pet.
9. In the event that pet moves from the apartment community or becomes deceased, pet owner may *not* replace pet without consent from the management.
10. This agreement pertains only to the pet(s) listed on this Pet Agreement, as approved by the management.
11. This agreement is valid only during current lease term and can be discontinued at the end of said lease if deemed necessary or desirable by the management.
12. You agree and understand that a \$200.00 pet fee is incurred for each pet. This fee does not cover damages, will not be applied toward any damages, and is non-refundable.
13. A refundable Pet Deposit of \$ _____ shall be submitted by pet owner to Community. The Pet Deposit will be refunded after resident moves out or after the end of lease term (whichever is later), if no damages to apartment or Community are assessed to Resident.
14. Monthly Pet Rent in the amount of \$ _____ shall be assessed. Pet Rent may be adjusted at the beginning of every lease term.

X Resident Signature

Date

X Resident Signature

Date

X Resident Signature

Date

X Resident Signature

Date

Manager/Agent Signature

Date

FORM 206
Revised 11/03

not at this time



GRANDEAGLE APARTMENTS

ADDENDUM TO LEASE AGREEMENT

Mold

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident also agrees to immediately report to the management office: (1) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (2) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (4) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Management shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

Drug Free Housing

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Management and Resident agree as follows:

Resident, any member of the Resident's household, or a guest or other person under the resident's control

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near community premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to

manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

2. Shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near community premises.
3. Will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the community premises or otherwise.
5. Will not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the community premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction.
7. In case of conflict between the provision of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

Renter's Insurance

Resident is responsible to obtain Renters Insurance for Resident's personal belongings. Resident understands that the insurance in place for this apartment community does not provide coverage for residents' personal belongings. If resident or resident's guest(s) suffers a loss due to fire, flood, vandalism, theft, or other manner of action, that loss will not be covered by the apartment community's insurance.

Please feel free to use the apartment community's telephone and directory to secure information on available coverage in this area. In general, renter's insurance is not expensive, and can provide substantial protection and peace of mind.

Firestop Automatic Fire Extinguishers

The apartments at the Community listed above have been equipped with Firestop Automatic Fire Extinguishers. This device is installed above the stove and will open if a flame touches it. The device will release bicarbonate of soda to smother the fire.

Resident understands that a Firestop Automatic Fire Extinguisher is installed above the stove in the apartment, and that it is not to be removed, moved or tampered with for any reason.

Smoke Detectors

The smoke detectors in Resident's home have been tested prior to move-in to ensure that they are working properly. Management requests that Residents test smoke alarms on a monthly basis. Please call the office if the alarm starts "chirping" or if it is determined through monthly smoke alarm tests that smoke alarm is not working properly.

Keys

If the Resident receives an access code, card or key, Resident acknowledges that he/she will use the access code, card or key for his/her personal use. Resident understands that any duplicate keys or entry devices must be made by management, and that all keys or entry devices issued must be returned upon move-out. If keys or entry devices are not returned, a replacement charge will be assessed for each key or device not returned. If key or entry device is lost or stolen, a replacement charge will be assessed for each key or entry device replaced.

If a Resident wishes for Management to release a key to resident's apartment, Resident must complete a Key Release Form. Resident will provide any necessary access codes to the individual(s) receiving a key. Resident understands that it is the responsibility of the Resident to notify the Management in writing should any person listed on Key Release Form no longer have permission to obtain a key to the apartment. Resident will inform person(s) listed on the key release that Management will require a valid, government issued photo identification prior to releasing any key. By signing this release, Resident agrees to hold harmless from all responsibility both the owner and managing agent(s).

Keys

Package Release

As a courtesy, this community will accept packages for our residents. Resident understands that

- The mail person or delivery agent is responsible for notifying the resident that a package is in the office.
- Neither the community nor its agents are responsible for any packages delivered to the

office.

- If Resident does not want packages left in office, it is the responsibility of the Resident to notify all delivery personnel that his/her packages should not be delivered to the office.

Video Library

Resident acknowledges and agrees to be fully responsible for any and all movies or games borrowed by Resident, members of Resident's family, or Resident's guests while using the video rental services provided by Community. Resident agrees to return all movies or games in good working condition (except for reasonable wear and tear) within 24 hours. Resident agrees to checkout these videos and games at his/her own risk and will not hold Community or Video Rental Services liable for any possible damage to my equipment. Resident agree to pay \$_____ per day for each day that I am late in returning the movies or games and \$1 rewind charge if the tapes are not rewound when they are returned. Resident authorizes the management of to charge rental account the total amount owed, including full market value of all items not returned in good working condition (except for reasonable wear and tear).

_____ Resident agrees to give his/her child/children permission to borrow a movie or game with Resident's card. Resident agrees to be responsible as outlined above. Resident agrees to give permission to the Management to refuse any movie or game not suited for the age of the child.

Computer User Agreement

The Resident(s) listed above (the "User" or "Users") understand that the computer and associated software (the "Computer") and internet access (the "Internet") being made available by Steven D. Bell & Company at Grandeagle Apartments is being provided as a complimentary benefit to all residents. The Computer and Internet are available to and being shared by all residents and, therefore, Resident understands and acknowledges there should be no expectation of privacy regarding any activity on the Computer or any documents or email messages that Resident may enter, receive, or send using the Computer or Internet. Resident agrees that access to the Computer shall terminate immediately upon termination of lease. Resident also understands and agrees to the following policies regarding use of the Computer and Internet:

1. No browsing of web sites containing pornography or sexually explicit material or downloading or uploading of materials from or to such sites.
2. No downloading of any material to the Computer's hard drive. Any downloading of material not otherwise prohibited will be sent only to the floppy disk drive of the computer onto the User's personal diskette.

M k
Resident Initials

3. No downloading or uploading of any copyright protected material. Copying and/or distributing copyrighted information is a violation of U.S. law. As a general rule, do not copy and/or distribute any information obtained via the Internet.
4. No sending unsolicited bulk email (also known as "spamming").
5. The Computer and Internet are provided solely for each resident's personal use. No commercial use of the Computer or Internet is permitted.

RESIDENT EXPRESSLY AGREES THAT THE USE OF THE COMPUTER AND INTERNET ACCESS IS AT THE USER'S SOLE RISK, AND THAT THE COMPUTER AND INTERNET ACCESS ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR USER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. STEVEN D. BELL & COMPANY DOES NOT GUARANTEE THAT USER WILL BE ABLE TO ACCESS OR USE THE COMPUTER AND INTERNET AT TIMES OF USER'S CHOOSING OR THAT ANY INTERNET SERVICE PROVIDED WILL HAVE ADEQUATE CAPACITY FOR DESIRED USAGE.

Resident understands that the violation of any condition or term of this Agreement may result in being prohibited from using the Computer and/or the Internet. Resident understands that the use, availability and configuration of the Computer and/or Internet is at the sole discretion of Steven D. Bell & Company and may be modified, terminated, and/or suspended at any time without notice and without replacement.

Tanning Facilities Agreement/Release of Liability

If Community has a tanning bed, Resident will be expected to understand and abide by the policies for tanning bed use. If Resident has questions regarding the tanning bed instructions, Resident should ask a community representative.

Resident for himself/herself and on behalf of his/her heirs, representatives, executors, administrators, assigns and next of kin agrees to discharge and covenant not to sue this apartment contractors, representatives, successors, and assigns collectively, the "Releases", with respect to any liability, loss, claim or damage (collectively the "Claim") arising from bodily or personal injury or damage to person, or property or death, whether caused by negligence of Releases or otherwise, and hereby assume full responsibility for same. Resident agrees to indemnify the Releases from any Claim they may incur due to Resident's use of the tanning facilities whether caused by negligence of the Releases or otherwise.

2. Only Residents of ABC Apartments may use tanning beds.
3. Residents must be at least 18 years of age to use tanning beds.
4. Resident acknowledges the inherent danger of using such facilities.
5. Resident agrees to consult a doctor prior to using tanning beds to determine if the tanning bed is safe for Resident as well as the maximum amount of time per session Resident should use tanning bed.
6. Resident may use tanning bed no more than once per day and no more than 20 minutes per session (*Resident should consult physician; Rule #4*).
7. Resident understands that tanning beds are available on a first come first serve basis, with appointments taking precedence over walk-ins.
8. In order to give each Resident an opportunity to use the tanning facilities, "standing appointments" are not permitted. Furthermore, Management may limit the number of times per week that a Resident may use the facility in order to give each Resident an equal opportunity to utilize the facilities.

Community Rules and Regulations

WINDOWS. To preserve the uniform appearance of the community, only white lined draperies may be used. No foil permitted.

PATIOS. To preserve the appearance of the community, only plants and outdoor furniture are permitted on patios and balconies. No unsecured plants may be permitted on patio/balcony railings. Patios and balconies may not be used for storage, nor to dry clothes or towels.

GRILLS. Fire regulations prohibit the use of barbetue grills in and around patios and balconies and heavily wooded areas.

FLAGS/SIGNS. Signs and banners may not be hung from patios, balconies, windows or from any area that would make the sign visible to any other apartment or passerby. Only US government flags are permitted.

GROUND. Management would appreciate Resident's cooperation in keeping the lawn areas free of litter, bicycles and other equipment.

MAINTENANCE REQUESTS. All requests for ordinary maintenance service should be directed to the management office between 9 a.m. and 6 p.m. daily. Of course, emergency service can be requested at any time by calling the office number.

EXTERMINATING. The schedule for pest control is available by calling the management office.

PARKING. Adequate parking spaces are for our residents. Please make sure that all vehicles are parked between the marked lines. You may inquire about special parking areas for boats, trailers, and other recreational vehicles at the management office.

SOLICITORS. Door-to-door solicitors are not permitted in the community. Residents are requested to contact the office if a solicitor disturbs you.

CAR REPAIRS. To maintain a pleasing appearance, we ask that you schedule auto repairs away from the community.

DAMAGE TO PROPERTY. Management reserves the right to charge a resident for damage to the property as a result of negligence, carelessness, or misuse.

NUMBER OF OCCUPANTS. The number of occupants is limited according to the terms of the lease agreement and/or the lease application.

ANTENNAS. For the safety of all in the Community, and the appearance of the Community, Management does not allow any kind of outside antennas or cable dishes to be installed unless approved in writing by the management.

NOISE. Please observe community quiet hours between 10:00 PM and 8:00 AM.

SPEEDING. For the safety of everyone, observe a maximum speed of 10 m.p.h. within the apartment community.

PUBLIC AREAS. For the safety of all residents and to preserve the appearance of the community, please do not store any personal belongings in the walkways, hallways or entranceways. Please do not congregate in hallways.

APARTMENT ENTRY. Management will only enter Resident's apartment with a pass key to perform requested, emergency maintenance, scheduled filter changing, extermination, and Management inspections. The fire code prevents a resident from altering or changing locks.

TRASH, REFUSE AND GARBAGE. All refuse should be placed inside the compactor or dumpster designated at the community. Trash left in breezeways or other common areas is subject to a minimum \$25 fine per incident, per standard bag of trash.

EXTENDED VISITORS. Please notify the office if a guest is expected to stay longer than 14 days.

Pool Rules and Regulations

The rules and regulations, which are listed below, are for the protection and benefit for all to assure safe and sanitary operation of the pool and sunbathing facilities. Resident's cooperation in abiding by these rules will assure a pleasant, relaxing and recreational experience for all concerned. Failure to comply with the rules shall be considered sufficient cause for any action deemed necessary by the Management including barring of violators from the use of the pool area.

1. **SWIM AT YOUR OWN RISK.** All persons use the pool and/or pool area at their own risk, as the Management does not assume responsibility for any accident for injury in connection with such use.
2. **NO LIFEGUARD ON DUTY!**
3. **NO DIVING ALLOWED!**
4. **NO GLASS OF ANY KIND** is allowed in the pool area.
5. Normal operating hours will be 10:00 am through 09:00 p.m. everyday. The pool may be used only during normal operating hours.
6. The residents and their guests agree with the management and /or owners for and in consideration of the use of the pool as an added facility and make no claims against the management and /or owners for any loss or damage of life, limb, or property.
7. All bathers must shower before entering the pool.
8. Dressing must be done in the apartment.
9. Greaseless suntan lotion must be used instead of oil types.
10. Each household will be allowed two guests at any one time if, in the opinion of the management, there is sufficient room in the pool at the time of the request. Residents must accompany guests at all times. Management reserves the right to limit or discontinue issuing of guest passes at its sole discretion.
11. The pool may be closed at any time due to either a mechanical breakdown, weather conditions, or any operational difficulty at the discretion of the manager. Prior notification of pool closing will not be given.
12. Persons age 16 years and under may use the pool only if accompanied by a responsible adult.
13. Residents are responsible for all actions of their guest. The cost of damages will be charged to the responsible party.
14. The owner and/or his agent will not be responsible for loss or damages of any personal property.
15. No wheeled vehicles are permitted in the pool area at any time.
16. No running, pushing, wrestling, ball playing or causing undue disturbances in or around pool area will be tolerated.
17. Pets will not be allowed in the pool area.

18. Admission shall be refused to anyone with skin abrasions, cold, cough, inflamed eye infections or those persons wearing bandages.
19. Cut offs and thongs are not permitted in the pool or pool area.
20. Diapers may not be worn in pool.
21. No intoxicated person shall be allowed at the pool. See posted rules for community specific policies on drinking alcoholic beverages at the pool.
22. No abusive language will be tolerated.
23. No street footwear will be permitted on the concrete apron portion of pool area.
24. Surfboards, inflatable mats, etc are prohibited from the pool area.
25. All trash, cigarette butts, matches, etc. must be put in the container placed by pool area. Please help keep the pool clean.
26. All persons using this facility at his or her own risk and in confirmation with all written and posted rules and regulations. Any person, resident or guest, may be barred from the pool area at the discretion of Management, for violations of rules and regulations, which constitute a hazard to others or a danger to the property.

Parking

All Residents, occupants and guests are required to abide by all parking regulations established by management, as well as local police and fire marshal. If the following conditions are not met, vehicle(s) may be towed without notice at vehicle owner's expense. Note: All residents are held completely responsible for their occupants and guests.

All vehicles are required to be registered with management. All registered vehicles must have a proper license tag, current license decal validation sticker, current state emissions inspection sticker, and the minimal applicable motor vehicle insurance required.

All vehicles must be in good working condition. Vehicles must be kept in good repair at all times. Vehicles with flat tires, missing bumpers or other missing or broken parts may be towed without notice at vehicle owner's expense.

All vehicles must be properly parked. Any vehicle improperly parked will be towed at the vehicle owner's expense. Improperly parked vehicles include the following:

- Vehicles not parked within the parallel lines or other lines marking spaces for parking.
- Unauthorized vehicles parked in a handicapped space or in the diagonal lines adjacent to handicapped spots.
- Vehicles are prohibited from parking in designated "No Parking" areas, fire lanes, fire hydrants, ingress and egress travel lanes entrances or exits, blocking trash dumpsters, maintenance or service areas, or blocking resident garages or vehicles.

- Abandoned or unauthorized vehicles.
- Any vehicle without a parking sticker, parked in an unauthorized space.

Each apartment is only permitted to have

 X vehicle(s) per legal driving occupant

and up to a maximum of

 X vehicles for a 1-bedroom apartment

 X vehicles for a 2-bedroom apartment,

 X vehicles for a 3-bedroom apartment

 X vehicles for a 4 bedroom apartment.

If a property has permit parking, all vehicles on property not parked in designated guest parking spaces/areas must have parking decal properly displayed in the lower right corner of the back window. (If you obtain a new vehicle you must notify and register it immediately and obtain a new decal).

- If there is no available guest parking, guests must park outside of the gates.
- Guests must be parked in guest parking or outside the gates by 8:00pm.

Satellite Dishes

Residents wishing to install satellite dishes must adhere to the following rules:

- Written notice must be given to the management office if Resident wishes to install a satellite dish. This must be done prior to installation.
- A Security Deposit equal to \$0 is required.
- The satellite dish and all wiring must be installed within Resident's apartment, or on the patio or balcony that is part of said apartment. Satellite dish must be installed within the confines of Resident's patio or balcony and must not extend beyond the edge of the patio or balcony railing. Resident may not hang the dish out of a window. The dish must be installed so as to be invisible as possible while still receiving a signal.
- Installation must not damage the apartment or building. Resident may not drill holes in railings, exterior walls or any other location. The only acceptable way to install the dish is with a removable clamp that does not require drilling. The dish must be mounted securely so that it cannot be dislodged. A removable "through the glass" transmitter must be used to transmit the signal from the dish to the interior of the apartment (Radio Shack carries such a transmitter called "Glass Link").

M R

Resident Initials

- Resident is liable for any injury or damage to persons or property caused by Resident's dish; therefore, Resident must maintain liability insurance to cover any such injury or damage as long as you have the satellite dish at the community. Proof of said insurance (insurance certificate) must be provided to our office within thirty (30) days of installation. The satellite dish is installed and operated at Resident's own risk.
- Management reserves the right to approve all mounting.
- Not all apartment locations are positioned for good satellite reception; however, transferring to another apartment for better reception is not permitted unless the current lease has expired. Resident must re-apply and follow all procedures.

Gate System

If Community has a gate, Resident and Resident's guests will be expected to understand and abide by the instructions for gate use. If Resident has questions regarding the gate operations, Resident should ask a community representative.

Gates are provided for the appearance and convenience of the property only. Gates are not intended to provide security or safety to residents or resident's guests.

Resident will be issued a card, a remote entry device or a code to enter the gates. If an entry device or card is lost, a replacement fee will be assessed. If an entry device or card is not returned to Community management upon move out, a replacement fee will be assessed.

Only one car at a time may enter. If you try to follow someone else into the complex the barrier arm can and most likely will hit your car. This system is designed to allow only those users who are granted access to enter.

- Do not allow children or pets near the gates
- Do not enter through the exit gates. This is very dangerous and should not be attempted.
- Do not walk through the gates.
- Do not push gates with vehicle.
- Management is not liable for any damages to Resident's vehicle or Resident's guests' vehicles.

Move Out Cleaning

It is Steven D. Bell & Company's policy that each Resident vacating their apartment, leave the apartment clean and in good condition, as when Resident moved in. Maintaining your apartment during your occupancy and leaving it clean upon your departure will help ensure a full refund of your security deposit provided the other lease conditions are met.

Charges for damage to the walls, doors, windows, appliances, light fixtures, carpet, vinyl, wallpaper border & blinds, might require pricing and may not be available for a quote of cost to repair or replace at time of move-out. Keys not turned in by 5:30 pm the day of move-out will be charged. A complete list of cleaning charges is available at the office. Please request list if you would like more details.

Grandeagle Apartments prefers to schedule a move-out inspection with Resident to assess the condition of the apartment. If Resident is unable to schedule a move-out inspection with Management from Monday through Friday between the hours of 9:00 AM and 4:30 PM, Management reserves the right to walk the apartment, assess damages and compute related charges without consulting the Resident.

X _____
Resident Signature

X _____
Resident Signature

X _____
Resident Signature

X _____
Manager's Signature

THE STATE OF SOUTH CAROLINA
In The Court Of Common Pleas

APPEAL FROM GREENVILLE CITY
City Council to Circuit Court

Amrik Singh and SBPS, Inc., d/b/a Travel Inn Appellant

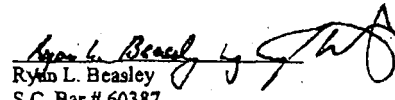
v.

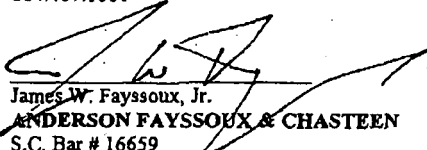
City of Greenville, ...Respondent

NOTICE OF INTENT TO APPEAL

The Appellants, Amrik Singh and SBPS, Inc., d/b/a Travel Inn, submits this Notice of Intent to Appeal the decision of the City Council to revoke the business license of the Appellant, pursuant to Rule 74 of the *South Carolina Rules of Civil Procedure*.

By:


Ryan L. Beasley
S.C. Bar # 60387
Attorney for the Appellant
PRICE, ASHMORE & BEASLEY, PA
644 East Washington Street
Greenville, South Carolina 29601
864.467.1001


James W. Fayssoux, Jr.
ANDERSON FAYSSOUX & CHASTEEN
S.C. Bar # 16659
217 E. Park Avenue
P.O. Box 1749
Greenville, SC 29602
864.233.0445

Dated: April 25, 2007

Other Counsel of Record:

Ms. Debra Gammons
Assistant City Attorney
City of Greenville
Post Office Box 2207
Greenville, South Carolina 29602

ENTERED COMPUTER

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

THIRTEENTH JUDICIAL CIRCUIT

CASE NUMBER: 2007-CP-23-2417

AMRIK SINGH and SBPS, Inc.
d/b/a TRAVEL INN,

Plaintiff,

v.

ANSWER

CITY OF GREENVILLE and JAMES
BOUREY, CITY MANAGER,

Defendants.

FILED: CLERK OF COURT
GREENVILLE CO. S.C.
DATE: 5/10/07

2007 MAY 10 P 3:17

Defendants, City of Greenville and James Bourey, City Manager, collectively referred to as "City," answering Plaintiff's Complaint, would respectfully show unto this Court the following:

FOR A FIRST DEFENSE

1. Each and every allegation not specifically admitted, denied, qualified, or otherwise explained, is expressly denied.
2. City admits the allegations of Paragraph One of the Complaint.
3. City admits the allegations of Paragraph Two of the Complaint.
4. City admits the allegations of Paragraph Three of the Complaint.
5. City admits the allegations of Paragraph Four of the Complaint.

Scanned

6. City admits so much of the allegations of Paragraph Five of the Complaint that allege City's vicarious liability for City Manager's acts within the scope of his responsibilities and duties as City Manager.

7. City denies the allegations of Paragraph Six of the Complaint.

8. City admits the allegations of Paragraph Seven of the Complaint.

FOR A SECOND DEFENSE

9. City incorporates all allegations and defenses set forth in its First Defense that are not inconsistent with this Defense.

10. City admits the allegations of Paragraph Eight of the Complaint.

11. City is without sufficient information or belief to admit or deny the allegations of Paragraph Nine of the Complaint.

12. City admits so much of the allegation of Paragraph Ten of the Complaint that the Business License under which Travel Inn is operating is provisional, conditional, and pursuant to a probationary status.

13. City admits so much of the allegation of Paragraph Eleven of the Complaint that Plaintiff was notified of the revocation of the Business License August 2, 2006 by City Office Management and Budget Interim Director. The Office Management and Budget Interim Director's letter, labeled Exhibit "A," is attached and incorporated by reference.

14. City admits the allegations of Paragraph Twelve of the Complaint.

15. City admits the allegations of Paragraph Thirteen of the Complaint.

16. City admits so much of the allegations of Paragraph Fourteen of the Complaint that allege Plaintiff requested time to alleviate problems reported by the Police Department and neighbors of Travel Inn and Plaintiff requested that the revocation be reversed.

17. City admits the allegations of Paragraph Fifteen of the Complaint.

18. City admits so much of the allegation of Paragraph Sixteen of the Complaint that City Manager informed Plaintiff that he would uphold the Business License Revocation by letter dated September 6, 2006 and of Plaintiff's right to appeal the decision of City Manager to City Council. The letter, labeled Exhibit "B," is attached and incorporated by reference.

19. City admits the allegations of Paragraph Seventeen of the Complaint.

20. City admits so much of the allegation of Paragraph Eighteen of the Complaint that Plaintiff's Appeal before City Council was heard November 13, 2006.

21. City admits so much of the allegations of Paragraph Nineteen of the Complaint that allege City Council allowed Travel Inn to re-open November 20, 2006. City Council allowed Travel Inn to re-open under a sixty-day probationary period. Travel Inn was to alleviate the nuisance activities that brought about the Business License Revocation. City Manager's decision was modified, not overturned or reversed.

22. City admits so much of the allegations of Paragraph Twenty of the Complaint that allege Plaintiff received a Business License allowing it to operate

under provisional and conditional terms and pursuant to a probationary status.

Plaintiff did not comply with the conditions set by City Manager and Police

Department; Plaintiff did not alleviate the nuisance activities at and on the premises of Travel Inn.

23. City admits the allegations of Paragraph Twenty-one of the Complaint.

24. City admits the allegations of Paragraph Twenty-two of the Complaint.

25. City admits the allegations of Paragraph Twenty-three of the Complaint.

Council heard Travel Inn's Appeal November 13, 2006. Neither City Ordinance nor State Statute required a second Appeals Hearing.

**FOR A THIRD DEFENSE
(Compliance with Constitutional Guaranty of Equal Protection)**

26. City incorporates all allegations and defenses set forth in its First and Second Defenses that are not inconsistent with this Defense.

27. City denies the allegations of Paragraph Twenty-five of the Complaint. City Manager is authorized to act on City's behalf. City Manager has the authority to ensure businesses comply with City Ordinances. City of Greenville Code of Ordinances empowers City to revoke a Business License if City finds the Licensee's business has been identified as a public nuisance.

28. City denies the allegations of Paragraph Twenty-six of the Complaint. City's action was neither unconstitutional nor arbitrary. The Equal Protection Clause of the Fourteenth Amendment of the United States Constitution requires that those

who are similarly-situated be treated similarly. All businesses in Plaintiff's situation have been treated the same.

29. City denies the allegations of Paragraph Twenty-seven of the Complaint that allege Plaintiff's expenditure of funds or loss of revenue or patrons because of City's actions. City is without sufficient information or belief to admit or deny the remaining allegations of Paragraph Twenty-seven of the Complaint.

30. City denies the allegations of Paragraph Twenty-eight of the Complaint. This matter has been resolved by Order of Judge Larry Patterson, filed April 24, 2007. Judge Patterson denied Plaintiff's Motion for Temporary Injunction finding that Plaintiff failed to prove he would suffer irreparable harm.

31. The standard of review is whether the law is rationally related to a legitimate governmental interest. City's Business Licenses Ordinances authorizing revocation when the owner or manager fails to maintain a crime-free, drug-free, and safe environment is rationally-related to City's interest. City's interest is to maintain safe environments for its citizens and visitors. City's interest is to protect the health, safety, and welfare of the public. These are legitimate governmental interests.

**FOR A FOURTH DEFENSE
(Compliance with Constitutional Guaranty of Due Process)**

32. City incorporates all allegations and defenses set forth in its First, Second, and Third Defenses that are not inconsistent with this Defense.

33. City admits the allegations of Paragraph Thirty of the Complaint.

34. City denies the allegations of Paragraph Thirty-one of the Complaint. City Ordinances empower City to revoke a Business License if City finds the licensee has violated § 8-43, City of Greenville Code of Ordinances. City Manager did not deny Plaintiff's Appeal; the Appeal was heard by City Council November 13, 2006.

35. City admits so much of the allegations of Paragraph Thirty-two of the Complaint that allege Plaintiff was granted a Business License in 2004 to operate a hotel business. City is without sufficient information or belief to admit or deny the allegations of Paragraph Thirty-two of the Complaint.

36. City denies the allegations of Paragraph Thirty-three of the Complaint. City Manager's actions were neither arbitrary nor unreasonable. The City Manager's decision bears a rational relationship to achieve the legitimate governmental interest of order, safety, and public health.

37. City denies the allegations of Paragraph Thirty-four of the Complaint.

38. City denies the allegations of Paragraph Thirty-five of the Complaint.

**FOR A FIFTH DEFENSE
(No Violation of Article I, § 13 of the South Carolina Constitution)**

39. City incorporates all allegations and defenses set forth in its First, Second, Third, and Fourth Defenses that are not inconsistent with this Defense.

40. City admits the allegations of Paragraph Thirty-seven of the Complaint. This business was also known as Travel Lodge.

41. City denies the allegations of Paragraph Thirty-eight of the Complaint.

42. City admits so much of the allegations of Paragraph Thirty-nine of the Complaint as would allege that Plaintiff engaged in operating a hotel or motel. City is without sufficient information or belief to admit or deny the allegations of Paragraph Thirty-nine of the Complaint.

43. City denies the allegations of Paragraph Forty of the Complaint. City Manager's actions were reasonable and based upon the laws of City.

44. City denies the allegations of Paragraph Forty-one of the Complaint.

45. City denies the allegations of Paragraph Forty-two of the Complaint.

FOR A SIXTH DEFENSE
(No evidence to support a Temporary Injunction)

46. City incorporates all allegations and defenses set forth in its First, Second, Third, Fourth, and Fifth Defenses that are not inconsistent with this Defense.

47. City denies the allegations of Paragraph Forty-four of the Complaint.

48. City denies the allegations of Paragraph Forty-five of the Complaint.

Economic loss does not, in and of itself, constitute irreparable harm.

49. City admits the allegations of Paragraph Forty-six of the Complaint.

50. City denies the allegations of Paragraph Forty-seven of the Complaint.

51. City denies the allegations of Paragraph Forty-eight of the Complaint.

52. City denies the allegations of Paragraph Forty-nine of the Complaint.

This matter has been resolved by Order of Judge Larry Paterson, filed April 24, 2007.

Judge Patterson denied Plaintiff's Motion for Temporary Injunction.

FOR A SEVENTH DEFENSE

53. City incorporates all allegations and defenses set forth in its First, Second, Third, Fourth, Fifth, and Sixth Defenses that are not inconsistent with this Defense.

54. Police Reports and Calls for Service pertaining to Travel Inn revealed numerous offenses and illegal activities from April 2004 through June 2006 (approximately 918 Calls for Service). The illegal activity and nuisance did not cease and continued from January 2007 through March 2007.

55. City reviewed the complaints and Police Reports related to Travel Inn. Based on this information, City found that Travel Inn violated § 8-43, City of Greenville Code of Ordinances.

56. City followed all procedures set forth in §§ 8-44, 8-45, City of Greenville Code of Ordinances.

57. Section 8-43, City of Greenville Code of Ordinances, bears a reasonable relationship to City's governmental interest. The governmental interest in this case is to ensure that businesses are safe, crime-free, and drug-free.

58. City's action was neither unconstitutional nor arbitrary. City's action was not unreasonable and did not violate the Equal Protection Clause or the Takings Clause. City is authorized to regulate businesses, occupations, and trades in the interest of public health, welfare, or morals, § 5-13-30(9), South Carolina Code of Laws. City Council has the power to provide for the general health and welfare of the

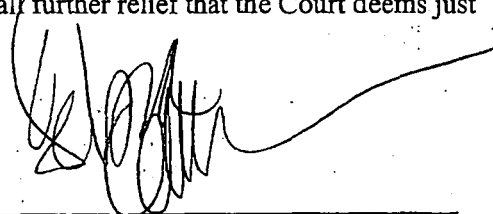
municipality in accordance with the Statutes of the State pertaining to the general police powers granted to municipalities.

FOR A EIGHTH DEFENSE

59. City incorporates all allegations and defenses set forth in its First, Second, Third, Fourth, Fifth, Sixth, and Seventh Defenses that are not inconsistent with this Defense.

60. City pleads the terms and provisions of § 15-78-10 et seq. of the South Carolina Tort Claims Act, South Carolina Code of Laws (Law. Co-op. Supp. 2006), with all its limitations upon liability, limitations upon damages, statutes of limitation, exceptions to waiver of immunity, prohibitions against punitive and exemplary damages, and all other relevant provisions.

WHEREFORE, City prays that Plaintiff's Complaint against Defendants be dismissed with prejudice and costs and for all further relief that the Court deems just and proper.



DEBRA J. GAMMONS
ASSISTANT CITY ATTORNEY
CITY OF GREENVILLE
Post Office Box 2207
Greenville, South Carolina 29602
864-467-4420 telephone
864-467-4424 facsimile
gammond@greatergreenville.com

May 10, 2007
Greenville, South Carolina



Office of Management & Budget

August 2, 2006

Mr. Amrik Singh
Travel Inn
755 Wade Hampton Boulevard
Greenville, South Carolina 29605

Re: Business License Revocation

Dear Mr. Singh:

THIS IS NOTICE THAT THE CITY OF GREENVILLE REVOKES YOUR BUSINESS LICENSE for your business, Travelodge, 755 Wade Hampton Boulevard, Greenville, South Carolina 29609, pursuant to §§ 8-44 and 8-45, City of Greenville Code of Ordinances. I am enclosing copies of the relevant Ordinances. Revocation is effective 45 days from this notice date. The Revocation is effective **September 16, 2006**. You must close Travelodge, 755 Wade Hampton Boulevard, Greenville, South Carolina 29609 on September 16, 2006.

The grounds for revocation are (1) the numerous offenses and activities that have occurred on or near your business and (2) the continued operation of your business would constitute a nuisance detrimental to the health, safety, and welfare of the public because of the nature and frequency of the offenses. The offenses and activities that have occurred include fights, verbal disputes, drug possession, petit larceny, disorderly conduct, and other violations.

You may request a Hearing within five days of today's date to contest the grounds of your Business License Revocation or to request an extension of time to close your business. At the Hearing, a Hearing Officer will preside. You may be represented by an attorney and present witnesses, affidavits, and any relevant documentary evidence. You may view and copy any documentary evidence the City has before the Hearing; you must pay for the costs of the copies. After the Hearing, the Hearing Officer shall present a report to the City Manager who will take final action and notify you in writing of his decision.

P.O. Box 2207 • 206 South Main Street • Greenville, SC 29602 • www.greatergreenville.com

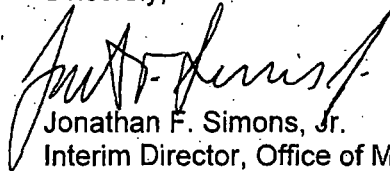


Office of Management & Budget

Furthermore, the City Manager's decision is final unless an appeal is made to City Council. Written notice of the appeal must be served upon the City Clerk within five days of the City Manager's decision; the written notice of appeal must specify the grounds for the appeal and the action requested. City Council will make its decision based on the record; however, in its discretion, City Council may hear oral arguments.

Please call if you have any questions.

Sincerely,



Jonathan F. Simons, Jr.
Interim Director, Office of Management and
Budget

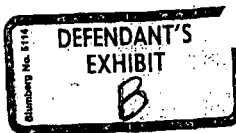
Enclosures

c: James M. Bourey, City Manager
John Castile, Deputy City Manager
Ronald W. McKinney, City Attorney
Chief W. L. Johnson
✓ Debra J. Gammons, Assistant City Attorney
Jodie Dudash, Business License Supervisor

HAND-DELIVERY



city of
greenville



RECEIVED

SEP 06 2006

CITY ATTORNEY

City Manager's Office

September 6, 2006

Mr. Amrik Singh
Travel Inn
755 Wade Hampton Boulevard
Greenville, South Carolina 29605

Re: Business License Revocation – Travel Inn

Dear Mr. Singh:

A business license hearing was held on August 29, 2006 in accordance with Section 8-44 of the City of Greenville Code of Ordinances. You were notified of the hearing and you were present. Information was presented by City officials as well as yourself regarding the revocation of your business license. A hearing officer was appointed to review the documentation, hear the testimony, and make a recommendation to me.

The Hearing Officer pursuant to Section 8-44 of the City of Greenville Code of Ordinances has recommended that the revocation of the business license for Travel Inn located at 755 Wade Hampton Boulevard be sustained. His recommendation is based on: (1) numerous arrests made in or near your premises for drug violations, verbal disputes, assaults and other criminal violations; and (2) continuing complaints of illegal activity at your premises. This pattern is indicative of an ongoing problem. These conditions constitute a nuisance detrimental to the health, safety, and welfare of the public because of the nature and frequency of the offenses. In addition, the continuing nature of the offenses indicates an unwillingness, or inability on your part to maintain a safe, crime-free, and drug-free business environment.

I have reviewed the Hearing Officer's report and I am accepting his recommendation that your business license be revoked effective September 16, 2006. If you wish to do so, you may appeal this decision by filing a written notice with the City Clerk, Post Office Box 2207, Greenville, South Carolina 29602 no later than five business days from the date of this letter. The City Council may, in its discretion, hear oral arguments on the appeal.

Sincerely,

James M. Bourey
City Manager

CC: Debra Gammons, Assistant City Attorney
Jon Simons, Business License Administrator
Steve Landrith, Hearing Officer
Lieutenant Randle Evett
David Holmes, Attorney at Law

P.O. Box 2207 • 206 South Main Street • Greenville, SC 29602 • P 864-467-5700 • F 864-467-5725
www.greatergreenville.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
	)	CASE NUMBER: 2007-CP-23-02755
	)	
AMRIK SINGH and SBPS, Inc.	)	
d/b/a TRAVEL INN,	)	
	)	
Appellant,	)	
	)	
v.	)	NOTICE OF MOTION AND
	)	MOTION TO DISMISS APPEAL
CITY OF GREENVILLE,	)	
	)	
Respondent.	)	

**TO: AMRIK SINGH and SBPS, Inc. d/b/a TRAVEL INN, APPELLANT, and
RYAN L. BEASLEY and JAMES W. FAYSSOUX, Jr., APPELLANT'S
ATTORNEYS**

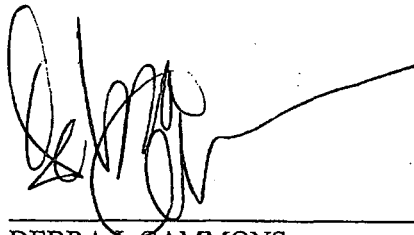
PLEASE TAKE NOTICE that Respondent, City of Greenville, South Carolina ("City"), through its undersigned attorney, will move before this honorable Court, as soon as counsel can be heard, for this Appeal to be dismissed.

CITY HEREBY MOVES this Court to dismiss the pending Appeal. This Motion is made pursuant to Rule 72, South Carolina Rules of Civil Procedure, and § 8-44, City of Greenville Code of Ordinances.

Section 8-44, City of Greenville Code of Ordinances, sets forth the procedures pertaining to Business License Revocations. Appellant requested a Hearing when its Business License was revoked. Appellant was granted a Hearing. The Hearing

Officer recommended to City Manager that Appellant's Business License revocation be upheld. City Manager upheld the revocation. Appellant then appealed City Manager's decision to City Council. City Council heard the Appeal pursuant to § 8-44, City of Greenville Code of Ordinances. City Manager then fully revoked Appellant's Business License. Appellant filed its Complaint appealing City's Revocation of its Business License April 12, 2007. Appeals of the municipality's decision are to Circuit Court. Appellant's Complaint is the Appeal of City's revocation of the Business License. Circuit Court will address the allegations of Appellant's Complaint. Appellant is attempting to get its case heard twice; the law does not allow two bites at the apple for one claim.

This Motion is made pursuant to law; in the interest of justice; and is not intended for delay.



DEBRA J. GAMMONS
ASSISTANT CITY ATTORNEY
CITY OF GREENVILLE
Post Office Box 2207
Greenville, South Carolina 29602
864-467-4420 telephone
864-467-4424 facsimile
gammond@greatergreenville.com

May 11, 2007
Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
AMRIK SINGH and SBPS, Inc.	)	CASE NUMBER: 2007-CP-23-02755
d/b/a TRAVEL INN,	)	
	)	
Appellant,	)	
	)	
v.	)	MEMORANDUM IN SUPPORT
	)	TO CITY'S MOTION TO
CITY OF GREENVILLE,	)	DISMISS APPEAL
	)	
Respondent.	)	

FILED CLERK OF COURT
 GREENVILLE CO. S.C.
 PAUL B. WICKENSHER

2007 MAY 30 A 8:55

This matter is before the Court on City of Greenville's Notice of Motion and Motion to Dismiss Appeal. This Motion is made pursuant to Rule 72, South Carolina Rules of Civil Procedure, and § 8-44, City of Greenville Code of Ordinances.

STATEMENT OF FACTS AND PROCEDURAL HISTORY

Appellant, Amrik Singh ("Singh"), is the owner of Travel Inn (formerly Travel Lodge), located at 755 Wade Hampton Boulevard, Greenville, South Carolina.

City Office Management and Budget Interim Director informed Singh by letter dated August 2, 2006, that Travel Inn's Business License would be revoked September 16, 2006 for violation of § 8-43, City of Greenville Code of Ordinances. The revocation was based on Singh's failure to operate a safe, crime-free, and drug-free business and the nature and frequency of the nuisance offenses occurring on or near the premises of Travel Inn from April 2004 through June 2006. In the revocation

letter, City Office Management and Budget Interim Director informed Singh of the right to a Hearing to protest the revocation of the Business License. The revocation letter, labeled Exhibit "A," is attached and incorporated by reference.

Singh requested a Business License Revocation Hearing. The Hearing was held August 29, 2006. Singh appeared at the Business License Revocation Hearing with his attorney, David W. Holmes, Singh's family members, and Travel Inn employees. The Hearing Officer, Steve Landrith, reviewed the information presented at the Business License Revocation Hearing. The Hearing Officer presented his written Recommendation to City Manager, James M. Bourey ("City Manager"), to uphold the revocation of Travel Inn's Business License. The Hearing Officer's Recommendation, labeled Exhibit "B," is attached and incorporated by reference.

City Manager informed Singh that he would uphold the Business License Revocation by letter dated September 6, 2006. The City Manager's letter, labeled Exhibit "C," is attached and incorporated by reference.

Singh was informed of his right to appeal the decision of the City Manager to City Council pursuant to § 8-44, City of Greenville Code of Ordinances. Singh submitted his Notice of Intent to Appeal Business License Revocation to City Council September 11, 2006.

Singh filed a Motion for a Temporary Injunction September 13, 2006. Judge D. Garrison Hill denied Singh's Motion for Temporary Injunction September 15, 2006.

The Order, labeled Exhibit "D," is attached and incorporated by reference. Travel Inn closed September 16, 2006.

Singh filed a Motion to Alter or Amend the Judgment Pursuant to Rule 59(e), South Carolina Rules of Civil Procedure, September 19, 2006. Judge Hill denied Singh's Motion to Alter or Amend the Judgment. The Order, labeled Exhibit "E," is attached and incorporated by reference.

Singh's Appeal before City Council was heard November 13, 2006. Singh appeared at the Business License Revocation Hearing with his new attorney, Ryan L. Beasley ("Beasley"). City Council heard the arguments of Singh and those of City through Debra J. Gammons ("Gammons"), Assistant City Attorney, on November 13, 2006. City Council voted to modify the revocation of Travel Inn's Business License. City Council's vote included allowing Travel Inn to re-open November 20, 2006 under certain conditions to be set by the City Manager and the Police Department. Mayor Pro Tem Lillian Brock Flemming submitted a letter dated November 15, 2006 to Beasley; that letter, labeled Exhibit "F," is attached and incorporated by reference. The conditions set by the City Manager and the Police Department were submitted by letter dated November 17, 2006 to Beasley. The letter, labeled Exhibit "G," is attached and incorporated by reference.

City Council granted a sixty-day probationary period for Travel Inn to comply with the conditions and refrain from the nuisance activities that brought about the Business License Revocation. The sixty-day period began November 20, 2006. City

Manager informed Singh that the probationary period would be extended for one year beginning January 23, 2007. City Manager's letter, labeled Exhibit "H," is attached and incorporated by reference.

After City Manager's letter was sent to Singh, City received information from the Police Department of at least four incidences since January 2007 that indicated the continued nuisance activity and Singh's non-compliance with City Ordinances and the conditions of Travel Inn's probationary Business License. Based on the Police information, City Manager informed Singh by letter dated March 30, 2007, that Travel Inn's Business License would be fully revoked and Singh must close Travel Inn April 30, 2007. The revocation was based on management's inability or unwillingness to maintain a safe, drug-free, and crime-free environment, pursuant to § 8-43, City of Greenville Code of Ordinances. The City Manager's letter, labeled Exhibit "I," is attached and incorporated by reference.

Singh submitted a request to City Council to appeal the City Manager's decision. City informed Singh that City Council heard Travel Inn's Appeal November 13, 2006 and would not re-hear the matter; the letter, labeled Exhibit "J," is attached and incorporated by reference.

Singh filed his Complaint and Motion for a Temporary Injunction April 12, 2007. City was served April 12, 2007. City submitted its Memorandum in Opposition to Singh's Motion for a Temporary Injunction April 20, 2007. Singh then submitted his Memorandum in Support of his Motion for Temporary Injunction April 23, 2007.

Judge Larry Patterson heard arguments from Beasley and Gammons April 23, 2007. Judge Patterson denied Singh's Motion for Temporary Injunction. Judge Patterson ruled that Singh failed to prove irreparable harm and he failed to prove that he would likely win on the merits. The Order, labeled Exhibit "K," is attached and incorporated by reference.

Singh's Complaint is pending in Circuit Court.

On April 25, 2007 Singh filed a Notice of Intent to Appeal. City filed its Notice of Motion and Motion to Dismiss Appeal May 11, 2007.

ARGUMENT

Sections 8-43, 8-44, City of Greenville Code of Ordinances, set forth the procedures pertaining to Business License Revocations. After approximately 918 calls for service¹ to Travel Inn, City revoked Travel Inn's Business License. Singh requested a Hearing when its Business License was revoked. Singh was granted a Hearing before the Hearing Officer. The Hearing Officer recommended to City Manager that Singh's Business License revocation be upheld. City Manager upheld the revocation. Singh then appealed City Manager's decision to City Council. City Council heard the Appeal pursuant to § 8-44, City of Greenville Code of Ordinances. §8-44 states that "[a]n appeal, which shall not stay the revocation, may be taken upon the written record to the City Council. Notice of such appeal shall be served upon the city clerk within five days from the final action by the City Manager, specifying the

¹ Calls for service constitute those occurrences when Police receive a call from or about the particular location and Police respond to the call.

grounds for the appeal and the action requested. The record shall consist of the report of the hearing officer, any documentary evidence presented at the hearing, and the written appeal. The Council may, in its discretion, hear oral arguments on the appeal.” City granted oral arguments to Singh and City. City Manager then fully revoked Singh’s Business License March 30, 2007. Singh filed its Complaint appealing City’s Revocation of its Business License April 12, 2007. Singh alleged in his Complaint that City Manager’s decision was unconstitutional, arbitrary and unreasonable, and City Manager’s decision violated the Equal Protection Clause and the Takings Clause.

City filed its Answer to Singh’s Complaint May 10, 2007. City also submitted its Memorandum in Opposition to Singh’s Motion for a Temporary Injunction April 20, 2007.

The issue before this Court is whether it has jurisdiction to hear an Appeal of a case that is pending in Circuit Court before a final judgment or decision has been rendered on Singh’s Complaint. Rule 72, South Carolina Rules of Civil Procedure, requires that appeals be made from any final judgment or appealable order. Singh presents no final judgment or appealable order on which his appeal may be based. Appeals of a municipality’s decision are to Circuit Court; when Singh served his Complaint on City, he, in effect, appealed the decision of City for revocation of Travel Inn’s Business License.

City has authority pursuant to § 5-7-30, Code of Laws of South Carolina, and

§ 8-43, City of Greenville Code of Ordinances, to revoke Business Licenses; furthermore, City through its Ordinances, provides administrative procedures to ensure due process in the revocation of Business Licenses. Singh attempts, in filing his Notice of Intent to Appeal, to get two bites at the apple. Instead of waiting on the decision of his Complaint, he tries to get the same matter litigated improperly and without a legal basis.

Since this Appeal is before the Court improperly, this Court lacks subject matter jurisdiction to hear this Appeal. Lack of subject matter jurisdiction may not be waived. *See Anderson v. Anderson*, 382 S.E.2d 897 (1989).

Singh commenced this action by filing and serving his Complaint pursuant to Rule 3, South Carolina Rules of Civil Procedure. At the Hearing on Singh's Complaint, Circuit Court will address Singh's allegations; this is the proper procedure for this case. Singh is required to obtain a ruling on his present Complaint before any appellate review of the case. *See I'On, L.L.C.; v. Town of Mt. Pleasant*, 526 S.E.2d 716 (2000)(I'On, L.L.C. filed a declaratory judgment action and Motion for a Temporary Restraining Order challenging the validity of a proposed voter referendum on zoning matter; the Circuit Court Judge struck down the proposed referendum and denied citizens' Motion for Reconsideration deciding the case only on one ground. On Appeal I'On raised several additional issues and arguments that were not ruled upon the Circuit Judge; the Supreme Court upheld the Trial Court's decision finding that the losing party of the initial case must first try to convince the lower Court it is has ruled

wrongly and then, if unsuccessful, convince the Appellate Court that the lower Court erred).

In *Garris v. Governing Board of the South Carolina Reinsurance Facility*, 461 S.E.2d 819 (1995), the Supreme Court ruled that judicial review is appropriate only when appeal is from a final agency. Appellant, Garris, sought to enjoin the Governing Board of South Carolina Reinsurance Facility from conducting a Hearing to determine whether Garris designated-agent status under a State Statute should be revoked because a proceeding violates the Administrative Procedures Act. Circuit Court granted Governing Board of South Carolina Reinsurance Facility's Motion to Dismiss on the ground that all issues by Garris should first be addressed administratively. The Supreme Court held that Garris was required to exhaust administrative remedies because there was not a final Order in this case.

Furthermore, Singh's Appeal is not ripe for review. See *Spivey v. Carolina Crawler*, 624 S.E.2d 435 (Ct.App. 2005)(Spivey sought review of the Worker's Compensation Commission's decision denying request for relief from a clincher agreement that settled Spivey's claim; the Circuit Court dismissed the case for lack of jurisdiction; the Court of Appeals affirmed the Circuit Court's decision holding that issues that are not ripe are not proper subjects of review; the full Commission's approval of a settlement agreement does not constitute a final decision that the Circuit Court can meaningfully review).

In *Eagle Container Co., LLC v. County of Newberry*, 622 S.E.2d 733 (Ct.App.

2007), the Court of Appeals set forth a new standard in reviewing the concept of ripeness. Under the doctrine of ripeness Courts must be convinced that the claim in question is ripe for review before addressing merits of any appeal; “[t]he basic rationale of the doctrine of ripeness is to prevent courts, through avoidance of premature adjudication, from entangling themselves in abstract disagreements”

Id. at 744. Eagle Container sued County of Newberry to rescind the revocation of its landfill permit and sought writ of mandamus to compel issuance of a new permit.

Circuit Court found Eagle Container was entitled to judgment as a matter of law and denied County of Newberry’s Motion to Reconsider. County appealed. The Court of Appeals held that issue of whether applicant for landfill permit in rural zoning district was entitled to outright permit or required special approval by County was ripe for judicial action after County revoked applicant’s previously issued permit; the Appellate Court found that in this case Eagle Container brought a declaratory judgment action not an appeal of an agency decision.

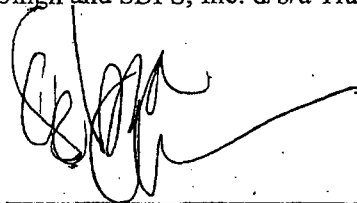
When a party asserts a claim at a time not appropriate for judicial review the claim is not yet ripe for judicial review and must be dismissed. *See Bell Atlantic Cash Balance Plan v. Equal Employment Opportunity Commission*, 182 F.3d 906 (1999)(Bell Atlantic filed a declaratory judgment against the United States Equal Employment Opportunity Commission (“EEOC”); EEOC filed a Motion to Dismiss for lack of subject matter jurisdiction arguing the case was not yet ripe for review; the District Court dismissed the action for lack of jurisdiction. Bell Atlantic appealed; the

United States District Court found that the EEOC's reasonable cause determination did not constitute a final agency action; the District Court concluded that the case was not ripe because the issues were not fit for judicial review).

CONCLUSION

Pursuant to Rule 72, South Carolina Rules of Civil Procedure, and § 8-44, City of Greenville Code of Ordinances, Singh's Appeal is premature, improper, and should be dismissed for lack of ripeness.

City of Greenville respectfully submits this Memorandum in Support of its Motion to Dismiss the Appeal of Amrik Singh and SBPS, Inc. d/b/a Travel Inn.



DEBRA J. GAMMONS
ASSISTANT CITY ATTORNEY
CITY OF GREENVILLE
Post Office Box 2207
Greenville, South Carolina 29602
864-467-4420 telephone
864-467-4424 facsimile
gammond@greatergreenville.com

May 25, 2007
Greenville, South Carolina



Office of Management & Budget

August 2, 2006

Mr. Amrik Singh
Travel Inn
755 Wade Hampton Boulevard
Greenville, South Carolina 29605

Re: Business License Revocation

Dear Mr. Singh:

THIS IS NOTICE THAT THE CITY OF GREENVILLE REVOKES YOUR BUSINESS LICENSE for your business, Travelodge, 755 Wade Hampton Boulevard, Greenville, South Carolina 29609, pursuant to §§ 8-44 and 8-45, City of Greenville Code of Ordinances. I am enclosing copies of the relevant Ordinances. Revocation is effective 45 days from this notice date. The Revocation is effective **September 16, 2006**. You must close Travelodge, 755 Wade Hampton Boulevard, Greenville, South Carolina 29609 on September 16, 2006.

The grounds for revocation are (1) the numerous offenses and activities that have occurred on or near your business and (2) the continued operation of your business would constitute a nuisance detrimental to the health, safety, and welfare of the public because of the nature and frequency of the offenses. The offenses and activities that have occurred include fights, verbal disputes, drug possession, petit larceny, disorderly conduct, and other violations.

You may request a Hearing within five days of today's date to contest the grounds of your Business License Revocation or to request an extension of time to close your business. At the Hearing, a Hearing Officer will preside. You may be represented by an attorney and present witnesses, affidavits, and any relevant documentary evidence. You may view and copy any documentary evidence the City has before the Hearing; you must pay for the costs of the copies. After the Hearing, the Hearing Officer shall present a report to the City Manager who will take final action and notify you in writing of his decision.

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Office of Management & Budget

Furthermore, the City Manager's decision is final unless an appeal is made to City Council. Written notice of the appeal must be served upon the City Clerk within five days of the City Manager's decision; the written notice of appeal must specify the grounds for the appeal and the action requested. City Council will make its decision based on the record; however, in its discretion, City Council may hear oral arguments.

Please call if you have any questions.

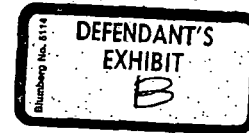
Sincerely,

Jonathan F. Simons, Jr.
Interim Director, Office of Management and
Budget

Enclosures

c: James M. Bourey, City Manager
John Castile, Deputy City Manager
Ronald W. McKinney, City Attorney
Chief W. L. Johnson
✓ Debra J. Gammions, Assistant City Attorney
Jodie Dudash, Business License Supervisor

HAND-DELIVERY



Interoffice Memo

Date: 8/30/2006
To: James M. Bourey, City Manager
From: Steve Landrith *SL*
RE: Business License Revocation - Travel Inn

On August 2, 2006, Mr. Jonathan Simons, Business License Administrator, notified Mr. Amrik Singh, that the business license for Travel Inn located at 755 Wade Hampton Boulevard would be revoked September 16, 2006. The revocation was pursuant to Section 8-43 and 8-44 of the City of Greenville Code of Ordinances. The specific grounds included numerous criminal offenses and activities that occurred at or near the business. Mr. Simons also described the continued operation of the business as a nuisance detrimental to the health, safety and welfare of the public due to the nature and frequency of the offenses.

Mr. Singh was informed of his right to a hearing to contest the grounds of the revocation. Mr. Singh obtained the services of Mr. David Holmes of the Holmes Law Firm to represent his interests regarding this revocation. The original hearing date of August 10, 2006 was rescheduled to August 29, 2006 at the request of Mr. Holmes. All parties were notified of the hearing date and time.

All documents and an audio tape of the hearing are available should you need to review them. The hearing was attended by Mr. Singh and his attorney, David Holmes, members of Mr. Singh's family; Ms. Brenda Parker, front desk clerk of the hotel; Mr. Jason Parker, a resident of the hotel; Ms. Debra Gammons, City Attorney; Jon Simons, Business License Administrator; Jodie Dudash, Business License Supervisor; Lieutenant Randy Evett, City Police; Captain David Henderson, City Police; Ms. Dawn Condrey, an adjacent business owner; and myself. A copy of the sign-in sheet is attached.

I began the hearing with introductions and explained the format of the hearing. Ms. Gammons introduced Mr. Simons who described the actions taken by the police and the notifications to Mr. Singh. The hearing continued with Lieutenant Evett's description of the arrests made at the business location and the numerous complaints and police reports related to the business. Documentation indicated approximately 918 calls for service from April 1, 2004 to June 16, 2006 which included 46 drug related violations, 12 assaults, 2 assault and battery with intent to kill, 2 armed robberies, 9 stolen vehicles, and 15 petty

8/30/2006

Interoffice Memo: Business License Revocation - Travel Inn

larcenies. Lieutenant Evett also provided testimony that undercover drug buys have been made from Mr. Singh's daughter, Ms. Kaur. Ms. Kaur had been identified as the hotel manager by the police and was subsequently arrested. Mr. Evett's testimony was supported by extensive documentation of the complaints and arrests. Ms. Jodie Dudash provided testimony regarding the business license applications for the years 2004, 2005 and 2006 and provided copies which contained the signature of Mr. Singh. Ms. Dawn Condrey, owner of Top Hats Hair Salon at 738 Wade Hampton Boulevard, testified to the problems associated with the tenants of the hotel that directly effect her business including break-ins and hotel tenants coming to her business who were intoxicated and asking for money.

Mr. Singh stated he did not own the property until 2006. Mr. Singh also provided testimony that closing his business would cause a financial hardship. Further testimony by Mr. Singh indicated he had "kicked" out tenants that he knew were dealing with drugs or other illegal activity. Mr. Singh has inquired about hiring a security company but has not obtained those services as of the hearing date. Mr. Singh also stated he was considering installing cameras and hiring off duty police as security. Mr. Singh requests a six months extension of time to allow him to address the problems and clean up his business.

Further testimony provided by Balvir Singh, son; Ms. Brenda Parker, front desk clerk; and Mr. Jason Cannon, resident of hotel, identified efforts made by Mr. Singh to "kick out" people he knew were participating in illegal activity.

Having heard the testimony and reviewed the supporting documentation, I find the information supports the grounds for revocation. That information was not refuted at the hearing. Based on these findings, I recommend that you ratify Mr. Simon's revocation of Mr. Singh's business license. I have prepared a letter for that purpose which is attached with documentation supporting the findings. The letter contains notification of Mr. Singh's right to appeal this decision to City Council.

Cc: Debra Gammons, Assistant City Attorney
Jon Simons, Business License Administrator
Lieutenant Randal Evett, Greenville City Police
File

Attachments



RECEIVED

SEP 06 2006

CITY ATTORNEY

City Manager's Office

September 6, 2006

Mr. Amrik Singh
Travel Inn
755 Wade Hampton Boulevard
Greenville, South Carolina 29605

Re: Business License Revocation - Travel Inn

Dear Mr. Singh:

A business license hearing was held on August 29, 2006 in accordance with Section 8-44 of the City of Greenville Code of Ordinances. You were notified of the hearing and you were present. Information was presented by City officials as well as yourself regarding the revocation of your business license. A hearing officer was appointed to review the documentation, hear the testimony, and make a recommendation to me.

The Hearing Officer pursuant to Section 8-44 of the City of Greenville Code of Ordinances has recommended that the revocation of the business license for Travel Inn located at 755 Wade Hampton Boulevard be sustained. His recommendation is based on: (1) numerous arrests made in or near your premises for drug violations, verbal disputes, assaults and other criminal violations; and (2) continuing complaints of illegal activity at your premises. This pattern is indicative of an ongoing problem. These conditions constitute a nuisance detrimental to the health, safety, and welfare of the public because of the nature and frequency of the offenses. In addition, the continuing nature of the offenses indicates an unwillingness, or inability on your part to maintain a safe, crime-free, and drug-free business environment.

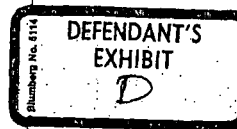
I have reviewed the Hearing Officer's report and I am accepting his recommendation that your business license be revoked effective September 16, 2006. If you wish to do so, you may appeal this decision by filing a written notice with the City Clerk, Post Office Box 2207, Greenville, South Carolina 29602 no later than five business days from the date of this letter. The City Council may, in its discretion, hear oral arguments on the appeal.

Sincerely,

James M. Bourey
City Manager

CC: Debra Gammons, Assistant City Attorney
Jon Simons, Business License Administrator
Steve Landrith, Hearing Officer
Lieutenant Randle Evett
David Holmes, Attorney at Law

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT
City of Greenville,)
Plaintiff,)
v.) C.A. No. 2006-CP-23-_____
Amrik Singh and SBPS, Inc.,)
d/b/a Travel Inn,)
Defendant.)

ORDER

I. Introduction

Amrik Singh and SBPS, Inc., d/b/a Travel Inn ("Travel Inn") move for an order temporarily enjoining the City of Greenville from revoking its business license. Both Travel Inn and the City have filed memoranda, and they request that the court determine this matter without a hearing. For the reasons that follow, the court denies Travel Inn's motion.

II. Law/Analysis

a. Standard for Preliminary Injunction

In order to obtain a Preliminary Injunction, Travel Inn must demonstrate it (1) would suffer irreparable harm if the injunction is not granted; (2) will likely succeed on the merits of the litigation; and (3) has no adequate remedy at law. Scratch Golf Co. v. Dunes West Residential Golf Props., 361 S.C. 117, 603 S.E.2d 905 (2004); Grosshnech v. Cramer, 367 S.C. 1, 623 S.C. 1 (2005).

Preliminary injunctive relief may be granted in appropriate cases to preserve the status quo. See S.C.R.C.P. 65: Powell v. Immanuel Baptist Church, 261 S.C. 219, 199 S.E.2d 60 (1973). The court should balance the equities involved and the hardships on

1
9/6/07

each party in determining whether to grant the requested relief. Mail Source, LLC v. M. A. Bailey & Associates, Inc., 356 S.C. 363, 588 S.E.2d 635 (Ct. App. 2003); Scotts Company v. United Industries Corp., 315 F.3d 264 (4th Cir. 2002) (describing balance of hardships test); see also Wright, Miller & Kane, Federal Practice and Procedures, Section 2498.2 (1995 & Supp. 2003).

The purpose of a preliminary injunction is "to preserve the subject of the controversy in the condition which it is in at the time of the order until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation . . ." Mail Source, 356 S.C. at 368 (quoting County Council of Charleston v. Felkel, 244 S.C. 480, 483-84, 137 S.E.2d 577, 578 (1964)). An injunction is a drastic remedy, typically reserved for urgent situations where irreversible damage will result unless the challenged action is immediately halted.

This is not a situation where Travel Inn is challenging the validity or constitutionality of the business license Ordinance. Cf. De Treville v. Groover, 219 S.C. 313, 65 S.E.2d 232 (1951); Central Realty Corp. v. Allison, 218 S.C. 435, 63 S.E.2d 153 (1951) (validity of ordinance may be tested by injunction); see also 27 S.C. Jurisprudence, Injunctions, § 48 (2003). Instead, it only seeks to delay the effective date of the revocation of its business license, until its appeal can be heard.

b. Revocation of Travel Inn's business license

The City initiated the process to revoke Travel Inn's business license on August 2, 2006. The City alleged that the license should be revoked due to the almost continuous stream of complaints it receives of criminal activity occurring at the premises. Since

2004, there have been nearly 1,000 calls to the City Police Department concerning drug violations and crimes of violence allegedly committed at the Travel Inn. In March 2006, Mr. Singh's daughter— who according to the City was “frequently on the property and at the Front Desk”— was arrested for Distribution of Crack Cocaine. It is undisputed that Greenville City Ordinance § 8-43 empowers the City to revoke a business license where, inter alia, the police have made an unusually high number of responsive calls or made frequent arrests for certain crimes.

There is no doubt that, under certain circumstances, loss of a business can constitute irreparable harm. See Levine v. Spartanburg Regional Services Dist., 367 S.C. 458, 465 (Ct. App. 2005); see also Doran v. Salem Inn, Inc., 422 U.S. 922 (1975). As the United States Supreme Court observed while discussing the concept of irreparable harm in Sampson v. Murray, 415 U.S. 61, 90 (1974):

The key word in this consideration is irreparable. Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay, are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm.

Travel Inn has an adequate remedy at law, in the form of its pending administrative appeal to Greenville City Council. Strategic Resources v. BCS Life Ins. Co., 367 S.C. 540, 627 S.E.2d 687 (2006) (right to appeal arbitration award constituted adequate legal remedy precluding issuance of injunction). It further appears that the City has advised Travel Inn that it “could request an extension of time to close your business.” See August 2, 2006 letter from City to Amrik Singh (City Ex. B).

Moreover, Travel Inn has not demonstrated that it has a fair chance of succeeding on the merits of its appeal.¹ See Peek v. Spartanburg Regional Health Care System, 367 S.C. 450, 456 (Cl. App. 2005).

In balancing the equities, the court must consider the public interest. Safety-Kleen Inc. v. Wyche, 274 F.3d 846, 859 (4th Cir. 2001). While it is often preferable to preserve the status quo while litigation is ongoing, no one could seriously argue that keeping an alleged breeding ground of crime open for business should be a goal of equity, or is somehow in the interest of the community. Moreover, it appears from the record that Travel Inn is responsible for at least some of the delay in having its appeal heard on a timely basis.

III. Conclusion

Because the court finds that Travel Inn has an adequate remedy at law and has not demonstrated a likelihood of success on the merits, its motion for temporary injunction is respectfully denied.

IT IS SO ORDERED.

Greenville, South Carolina
September 15, 2006

D. Garrison Hill
D. Garrison Hill
Circuit Judge

¹ Of course, nothing in this Order shall be construed as affecting the merits of this action or the appeal.

4
9/15/06

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

CASE NO.:

JUDGMENT IN A CIVIL CASE

SinghCity of Greenville

PLAINTIFF(S)

DEFENDANT(S)

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: _____

IT IS ORDERED AND ADJUDGED:

☐ See attached order;☐ Statement of Judgment by the Court.

Mr. Singh's motion to Reconsider or Alter or Amend is respectfully denied.

Dated at Greenville, South Carolina, this 30th day of September, 2006

Court Reporter:

D. KaffskyPRESIDING JUDGE - D. Garrison Hill

This judgment was entered on the _____ day of _____, 2005, and a copy mailed first class this 30th day of October, 2005 to attorneys of record or to parties (when appearing pro se) as follows:

Ryan Beasley, ESQ.Debra Gammon, ESQ.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)



city of greenville

November 15, 2006

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Mr. Beasley:

City Council voted November 13, 2006 to modify the City Manager's decision that revoked the Business License of Travel Inn, 755 Wade Hampton Boulevard, Greenville, South Carolina. City Council voted to grant a Conditional Business License to Travel Inn.

The terms of the Conditional Business License are (1) Travel Inn may re-open its business November 20, 2006 and remain open for sixty days thereafter provided that (2) Travel Inn complies with all conditions to be established by the City Manager; (3) at the end of the sixty-day period, the Police Department will submit a written evaluation to the City Manager measuring Travel Inn's compliance with the conditions and compliance with reducing the illegal and nuisance activities on the premises; (4) if after the sixty-day period, the City Manager finds that Travel Inn is in compliance with the conditions and illegal and nuisance activities have significantly decreased, Travel Inn will be placed on a six-month Probation Period; (5) the Police Department shall continue to monitor Travel Inn and report to the City Manager; (6) any deviation from the conditions reported to the City Manager will result in automatic revocation of the Conditional Business License of

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www.greatergreenville.com

Travel Inn on the date the City Manager determines that the Travel Inn is not in compliance.

Sincerely,

Lillian Brock Flemming

Lillian Brock Flemming
Mayor Pro Tem

/dpb



Office of the City Attorney

February 20, 2007

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Business License
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Ryan:

James M. Bourey, City Manager, has extended the probationary period for Travel Inn to one year beginning January 23, 2007; all the Conditions previously established by City Manager must continue during this period.

The terms of the Business License during this probationary period are:

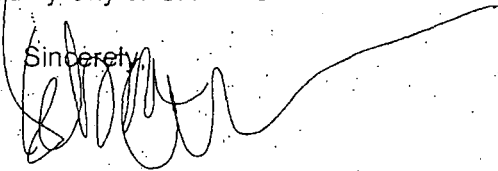
1. Maintain a log of persons placed on Trespass Notice and refuse to rent rooms to any person on this list; Police will be able to inspect this list at any time without prior notice;
2. Require presentation of a personal identification card or Driver's License and motor vehicle tag number from all patrons upon registering for lodging;
3. Require a \$100.00 Security Deposit for those patrons that reside at this location more than one week continuously;
4. Prohibit hourly room rates;
5. Maintain security cameras and record all activity for retrieval; Monitor cameras twenty-four hours per day; Police will be able to monitor cameras at any time without prior notice;
6. Provide written documentation that the security company used by Travel Inn is licensed and bonded by the State of South Carolina;

Security personnel must be on duty 24 hours a day, 7 days a week;
Security personnel must monitor all parking lots and sidewalk in front
of Travel Inn to reduce prostitution;

7. Names and addresses of security personnel and Travel Inn
employees must be submitted to Police; Security personnel must not
have criminal convictions; and

8. The property owner and manager are responsible for
maintaining the grounds and complying with the International
Property Maintenance Code, adopted by City of Greenville.

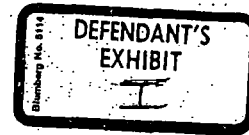
Sincerely,



Debra J. Gammons
Assistant City Attorney

DJG/dpb

c: James M. Bourey, City Manager
John Castile, Deputy City Manager
Chief Willie Johnson
Lieutenant Randy Evett
Phillip Robey, Office of Management and Budget Director



City Manager's Office

March 30, 2007

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Business License Revocation
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Mr. Beasley:

This is the Notice that City of Greenville will proceed with the revocation of Travel Inn's Business License effective 30 days from the date of this letter. This time is afforded as a means to bring an orderly cessation of all activity. Travel Inn must close **April 30, 2007**.

The basis for Revocation is the management's inability or unwillingness to maintain a safe, drug-free, and crime-free environment.

The Business License was originally revoked by Notice dated August 2, 2006. Upon Hearing the Appeal, City Council expressed concern in the Hearing about the circumstances at Travel Inn over a long period of time but City Council held the Business License Revocation in abeyance. City Council also authorized me to review conditions on an ongoing basis and make decisions concerning the Business License.

From January 2007 through March 2007, four incidences have occurred that reflect the continuation of the prior nuisance pattern.

The first incident occurred on or about January 3, 2007. Police responded to a disconnect call from Travel Inn. Later, Police found that one of the patrons of Travel Inn called 911 because of a dispute he was having with another subject who was very intoxicated and creating a disturbance at

Travel Inn. The subject was placed on Trespass Notice from Travel Inn. Mr. Singh stated to Police that there was no problem when Police questioned him about the incident.

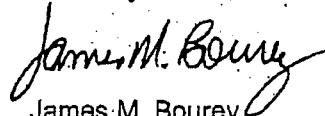
The second incident occurred on or about February 11, 2007 when a homicide investigation revealed that a suspect was staying at Travel Inn. The homicide occurred at Regal Inn, 536 Wade Hampton Boulevard. This suspect was in a room at Travel Inn but had not been registered as required. Lieutenant Randle Evett informed Mr. Singh on February 19, 2007 of this non-compliance and a second non-compliance dealing with registration (only a patron's first name was listed).

The third incident occurred on or about March 7, 2007. Chief Willie Johnson was notified by Greenville County Sheriff's Office that Maninder Kaur, daughter of Mr. Singh, was living at Travel Inn. Ms. Kaur was charged with two counts of Forgery on March 7, 2007. She was arrested at Travel Inn. Mr. Singh stated through you at the Business License Revocation Hearing that Ms. Kaur would not be allowed to resume her residence at Travel Inn because of her criminal activity at Travel Inn.

The fourth incident occurred on or about March 14, 2007. Police arrested three suspects for Possession of Crack Cocaine; the Drug Analysis revealed Cocaine (Crack). These suspects were arrested in the parking lot of Travel Inn as they were returning to the room of Leroy Johnson and Donald Parker Salmon, patrons of Travel Inn.

This resumed pattern of nuisance conditions is unacceptable.

Sincerely,



James M. Bourey
City Manager

JMB/dpb

c: John Castile, Deputy City Manager
Ronald W. McKinney, City Attorney
Chief Terri Wilfong
Lieutenant Randle Evett



Office of the City Attorney

April 6, 2007

Mr. Ryan L. Beasley
Attorney at Law
644 East Washington Street
Greenville, South Carolina 29601

Re: Business License Revocation
Amrik Singh and SBPS, Inc., d/b/a Travel Inn
755 Wade Hampton Boulevard

Dear Ryan:

I am in receipt of your April 4, 2007 letter to James M. Bourey, City Manager, concerning Travel Inn.

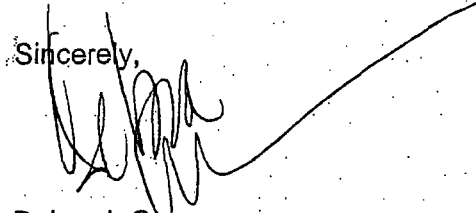
City Council instructed Mr. Bourey to oversee the Business License Revocation of Travel Inn and to proceed with full revocation, if necessary. The revocation of the Business License for Travel Inn was held in abeyance. Amrik Singh's Due Process rights have not been violated. City Council placed Mr. Singh on notice at the Appeals Hearing November 13, 2006 that continued nuisance activity at or on the premises of Travel Inn would not be tolerated.

Since City Council has heard the Appeal and made its decision, City Council will not hear this matter again.

If you or Mr. Singh dispute the occurrences cited in Mr. Bourey's letter, I invite you to submit evidence to the contrary.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra J. Gammons', with a long, sweeping horizontal line extending to the right.

Debra J. Gammons
Assistant City Attorney

DJG/dpb

c: James M. Bourey, City Manager
Ronald W. McKinney, City Attorney
Chief Terri Wilfong
John Castile, Deputy City Manager
Lieutenant Randle Evett
Phillip Robey, Office of Management and Budget Director
Jodie Dudash, Business License Supervisor

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

CASE NO.: 2007CP2302417



RECEIVED
JUDGMENT IN A CIVIL CASE
APR 26 2007
CITY ATTORNEY

Amrik Singh vs. Greenville City Of

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:

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

Motion for a temporary injunction is denied.

Dated at Greenville, South Carolina, this 24 day of April, 2007.
Court Reporter: [Signature]

PRESIDING JUDGE - LARRY R. PATTERSON

This judgment was entered on the 25th day of April, 2007, and a copy mailed first class this 25th day of April, 2007 to attorneys of record of to parties (when appearing pro se) as follows:

Ryan Beasley Price Paschal & Ashmore 644 East Washington
Street Greenville, SC 29601 James W. Fayssoux

ATTORNEY(S) FOR THE PLAINTIFF(S)

Debra J. Gammons

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRPC APP-24/FORM 4 (Rev. 6/02)

Paul B. Wickensimer - Clerk of Court

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
JUL 20 2007

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

SC Court of Appeals

Edward W. Miller, Circuit Court Judge

Case No. 2007-CP-23-02755

AMRIK SINGH AND SBPS, INC. D/B/A TRAVEL INN, ...RESPONDENTS,

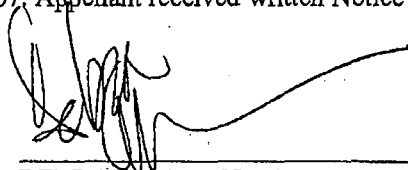
v.

CITY OF GREENVILLE, ...APPELLANT.

NOTICE OF APPEAL

The City of Greenville appeals the Order of the Honorable Edward W. Miller dated June 19, 2007 and filed June 20, 2007. Appellant received written Notice of entry of this Order June 22, 2007.

July 13, 2007



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James W. Fayssoux, Jr.
Post Office Box 1749
Greenville, South Carolina 29602
864-233-0445 Telephone
Attorneys for Respondents

C

Court of Appeals of South Carolina.
AMRIK SINGH & SBPS, INC. d/b/a Travel Inn,
 Respondents,
 v.
CITY OF GREENVILLE, Appellant.
 No. 4601.

Heard April 23, 2009.
 Decided July 29, 2009.

Background: Motel owner sought review of revocation of business license by city council. The Circuit Court, Greenville County, Edward W. Miller, J., granted owner a second set of business license revocation hearings. City appealed.

Holdings: The Court of Appeals, Hearn, C.J., held that:

(1) city council's grant of a conditional license following revocation of owner's business license, did not act as a new license, but was merely a continuation of the previous revocation process, and
 (2) council's decision to reinstate revocation of business license did not violate owner's procedural due process rights.

Reversed and remanded.

West Headnotes

[1] Municipal Corporations 268 ⚡104

268 Municipal Corporations

268IV Proceedings of Council or Other Governing Body

268IV(A) Meetings, Rules, and Proceedings in General

268k104 k. Appeal from Decisions. Most Cited Cases

When the city council of a municipality has acted after considering all of the facts, the Court of Appeals should not disturb the finding unless such action is arbitrary, unreasonable, or an obvious abuse of its discretion.

[2] Innkeepers 213 ⚡4

213 Innkeepers

213k4 k. Licenses and Taxes. Most Cited Cases
 City council's grant of a conditional license to motel owner following revocation on the basis that motel constituted a public nuisance, did not act as new license, but was merely a continuation of the previous revocation process; city council held revocation in abeyance provided manager complied with restrictions set forth by city council, extended conditional license following probationary period, but retained sole discretion to revoke license for noncompliance.

[3] Constitutional Law 92 ⚡4287

92 Constitutional Law

92XXVII Due Process

92XXVII(G) Particular Issues and Applications

92XXVII(G)12 Trade or Business

92k4266 Particular Subjects and Regulations

92k4287 k. Hotels, Motels, and Other Lodging. Most Cited Cases

Innkeepers 213 ⚡4

213 Innkeepers

213k4 k. Licenses and Taxes. Most Cited Cases
 City council's decision to reinstate revocation of motel owner's business license did not violate owner's procedural due process rights; even though city council denied owner's request for a second hearing to appeal council's decision to reinstate revocation of owner's business license, owner had the right to appeal the revocation to the circuit court for a determination of whether or not the decision was arbitrary, unreasonable, or an obvious abuse of discretion. U.S.C.A. Const. Amend. 14.

[4] Courts 106 ⚡4

106 Courts

106I Nature, Extent, and Exercise of Jurisdiction in General

106k3 Jurisdiction of Cause of Action

106k4 k. In General. Most Cited Cases

"Subject matter jurisdiction" is defined as the power of a court to hear and determine cases of the general class to which the proceedings in question belong.

****922** Ronald W. McKinney, of Greenville, for Appellant.

James W. Fayssoux, Jr., and Ryan L. Beasley, both of Greenville, for Respondents.

HEARN, C.J.

***366** The City of Greenville appeals an order from the circuit court granting Amrik Singh and SPBS, Inc., (collectively Singh), a second set of business license revocation hearings. We reverse and remand.

FACTS

Singh is the president and sole shareholder of SBPS, Inc., which owns and operates the Travel Inn Motel located at 755 ***367** Wade Hampton Boulevard in Greenville, South Carolina. In 2006, Jonathan Simons, Interim Director of Office Management and Budget for the City, notified Singh that his business license to operate the Travel Inn Motel was to be revoked.^{FN1} Thereafter, Singh requested a hearing pursuant to section 8-44(b) of the City of Greenville Code of Ordinances.^{FN2}

FN1. Section 8-43(b) of the City of Greenville Code of Ordinances gives the City the power to revoke a business license where the licensee's business amounts to a public nuisance.

FN2. Section 8-44(b) provides in relevant part: "The applicant or licensee may, within five working days from the date of the notice, request a hearing to contest the grounds or request an extension of time to close the business. The hearing shall be held within 15 days unless additional time is allowed by the city manager."

A revocation hearing was held, and the City presented evidence that Singh had held a business license for the Travel Inn from 2004 to 2006. The City also presented testimony from Lieutenant Randle

Evelt, of the ****923** City of Greenville Police Department, who stated there was an abnormally high amount of calls for service coming from the Travel Inn since the beginning of 2004. Specifically, Evelt testified the police department received 918 calls for service from the Travel Inn between April of 2004 and June of 2006.^{FN3} Evelt noted that in 2004 he had spoken to Singh's daughter, who was manager of the Travel Inn, about the number of calls, but that following the conversation, the number of calls for service actually increased.

FN3. A call for service is defined as a call or occurrence requiring an on-the scene Police response.

According to Simons, of the 918 calls, 194 required an incident report, including forty-six drug-related violations; thirty-four trespass after notice and notice given violations; twelve assaults; two assault and batteries with intent to kill; two armed robberies; nine stolen vehicles; fifteen petty larcenies; four disorderly conducts; and two controlled purchases of crack-cocaine by Singh's daughter.

In response, Singh presented evidence that he owned the subject property for only three months prior to receiving the letter revoking his business license. Singh further stated that, while he managed the Travel Inn during the time frame ***368** in which the calls for service were accumulated, he did not have the authority to make the changes needed to address the issues. Singh maintained the letter from Simons was the first formal notice he had received informing him his business constituted a nuisance.

At the close of evidence, the hearing officer recommended Singh's business license revocation be upheld. Pursuant to section 8-44(c) of the Greenville Code of Ordinances,^{FN4} Singh appealed that decision to the city council. In the meantime, Singh also unsuccessfully sought a temporary injunction in an effort to continue his business operations during the pendency of his appeal.

FN4. Section 8-44(c) of the Greenville Code of Ordinances provides in relevant part: "An appeal, which shall not stay the revocation, may be taken upon the written record to the city council. Notice of such appeal shall be served upon the city clerk within five days

from the final action by the city manager, specifying the grounds for appeal and the action requested...."

On appeal to the city council, the city manager's decision to revoke Singh's business license was modified, allowing Singh to provisionally reopen his business for sixty days under a "Conditional Business License." The city council expressly allowed the city manager to establish the conditions ^{FN5} with which Singh had to comply, and stated that any deviation from *369 the conditions would result in the automatic revocation of Singh's conditional license. The council further stated that after the sixty-day period, the Travel Inn would be placed on a "six-month Probation Period," as long as the city manager certified the business had been in complete compliance with the conditions during the sixty days. The city council gave the city manager full discretion to determine whether the conditions were in fact violated, with the police department to report any violations directly to the city manager.

^{FN5}. The conditions included: (1) Maintain a log of persons placed on trespass notice, which Police will be able to inspect at anytime without notice and refuse to rent rooms to any person on this list; (2) require presentation of identification and motor vehicle tag number from all patrons upon registering for lodging; (3) require a \$100.00 security deposit for patrons residing at Travel Inn for more than one week continuously; (4) prohibit hourly room rates; (5) maintain security cameras and record all activity for retrieval, as well as monitoring cameras twenty-four hours per day and allowing Police to monitor the cameras at anytime without prior notice; (6) provide written documentation that security personnel used by Travel Inn are licensed and bonded by the State of South Carolina and that security personnel must be on duty twenty-four hours per day, seven days per week, monitoring all parking lots and the sidewalk in front of Travel Inn to reduce prostitution; (7) submit names and addresses of security personnel and Travel Inn employees to the Police, and the employees must not have criminal convictions; (8) Police will be able to inspect all rooms before reopening November 20,

2006; (9) property owner and manager are responsible for maintaining the grounds and complying with the property maintenance code; (10) enforce all conditions in the Travel Inn policy submitted to the City of Greenville.

Upon expiration of the sixty-day period, the chief of the Greenville Police Department submitted an evaluation concerning the Travel Inn's compliance with the conditions set forth in the agreement. The evaluation stated**924 the Department's vice and narcotics squads checked the Travel Inn and its premises on a daily basis, and ultimately found Singh had met the conditions outlined in the agreement.

Following the chief of police's report, the city manager extended the probationary period for one year under the existing terms and conditions. Approximately one month later, the city manager wrote to Singh informing him the Travel Inn's business license would be revoked based upon Singh's "inability or unwillingness to maintain a safe, drug-free, and crime-free environment." The letter referenced four incidents which the manager determined constituted a continued nuisance, thereby necessitating revocation. Thereafter, Singh requested an appeal to the city council pursuant to section 8-44(c). The City denied Singh's request for a hearing, believing Singh's previous hearing constituted his appeal for this matter under section 8-44(c). Singh again sought a temporary injunction to allow him to continue to operate his business. Upon denial of this request, Singh appealed the revocation of his business license to the circuit court pursuant to Rule 74, SCRCP. ^{FN6}

^{FN6}. Rule 74, SCRCP provides in relevant part:

Except for the time for filing the notice of appeal, the procedure on appeal to the circuit court from the judgment of an inferior court or decision of an administrative agency or tribunal shall be in accordance with the statutes providing such appeals. Notice of appeal to the circuit court must be served on all parties thirty days after receipt of written notice of the judgment, order or decision appealed from.

*370 On appeal, Singh argued the revocation of his

business license and the City's subsequent decision to deny a rehearing of his appeal, violated his right to procedural due process and thus was arbitrary. Singh further argued the City's abdication of its monitoring responsibilities, in ceding complete discretion to the city manager, created a means of evading meaningful appellate review.

The City again maintained that the entire process should not be viewed as anything other than one complete revocation process, and, therefore, Singh had already received a hearing before the city council in compliance with Rule 74 and attendant procedural due process. Additionally, the City argued the circuit court did not have jurisdiction to hear the appeal by virtue of an additional suit pending before it.

The circuit court found the city council was under no obligation to grant Singh a provisional license, but upon doing so, the provisional license acted as a new business license with its own set of unique conditions. Consequently, the circuit court reversed the city council's revocation of Singh's business license, finding that due process entitled Singh to a second hearing regarding the revocation of his conditional license. This appeal followed.

STANDARD OF REVIEW

[1] In reviewing the discretionary decision of a legislative body, our courts have been hesitant to substitute their judgment for that of elected representatives. McSherry v. Spartanburg County Council, 371 S.C. 586, 590, 641 S.E.2d 431, 434 (2007). "When the city council of a municipality has acted after considering all of the facts, this court should not disturb the finding unless such action is arbitrary, unreasonable, or an obvious abuse of its discretion." Gay v. City of Beaufort, 364 S.C. 252, 254, 612 S.E.2d 467, 468 (Ct.App.2005).

LAW/ANALYSIS

[2] The City contends the circuit court erred in finding the one year provisional business license acted as a new license thereby entitling Singh to a second set of business license revocation hearings. We agree.

*371 At the initial hearing, the city manager revoked Singh's business license under section 8-43(b) finding

the Travel Inn constituted a public nuisance. On appeal, city council voted to hold the revocation in abeyance provided Singh complied with the conditions as set forth by the city council. Following the initial 60-day probationary period, the city manager reviewed the police department's recommendation and ultimately extended Singh's conditional license by an additional year. In so extending, the city manager retained sole discretion to revoke **925 Singh's license immediately for noncompliance. Within one month of extending Singh's conditional license, the Travel Inn accumulated four additional incident reports. As a result, the city manager reinstated the revocation of Singh's license.

These facts clearly demonstrate the one year extension of the provisional license did not act as a new business license; instead, it was merely a continuation of the previous revocation process. The four incidents that occurred within the month after the extension of the conditional license cannot, and should not, be viewed in isolation from the 918 other calls for service on which the license was initially revoked. Consequently, it was error for the circuit court to find the conditional business license issued by the city council acted as a new license.

[3] Based on our decision that the revocation was one continuous process, Singh's concerns about the violation of his due process rights are misplaced. Singh still had the right to appeal the revocation to circuit court for a determination of whether or not the decision was arbitrary, unreasonable, or an obvious abuse of discretion. That review did not take place because the circuit court erroneously viewed the ultimate revocation as a new proceeding.

Therefore, on remand, the circuit court should review the initial complaints against Singh, in addition to the four subsequent complaints, in order to determine whether the city's decision to revoke Singh's license was arbitrary, unreasonable, or an obvious abuse of discretion. In reaching its decision, the court may also consider the actions of city council in relinquishing complete discretion to the city manager to determine issues of compliance, and the ability to extend the period for *372 the conditional business license. Accordingly, the decision of the circuit court is

[4] REVERSED and REMANDED.^{EN7}

FN7. The city also argues the circuit court lacked subject matter jurisdiction to hear this matter by virtue of Singh filing two appeals. Subject matter jurisdiction is defined as "the power of a court to hear and determine cases of the general class to which the proceedings in question belong." Dove v. Gold Kist, 314 S.C. 235, 237-38, 442 S.E.2d 598, 600 (1994). Pursuant to Rule 74, SCRCP, it is clear the circuit court may hear an appeal from an inferior court, administrative agency, or tribunal. See Rule 74, SCRCP (providing the procedures for appeal to the circuit court from inferior courts, administrative agencies, and tribunals). Accordingly, we hold the circuit court had subject matter jurisdiction to hear this appeal.

PIEPER, J., and LOCKEMY, J., concur.
S.C.App., 2009.
Amrik Singh & SBPS, Inc. v. City of Greenville
384 S.C. 365, 681 S.E.2d 921

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AUG 17 2009
CITY ATTORNEY

The South Carolina Court of Appeals

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TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

August 14, 2009

REMITTITUR

The Honorable Paul B. Wickensimer
305 E. North Street
Greenville, SC 29601-2120

Re: Singh, Amrik v. City of Greenville
2007-CP-23-02755

Dear Mr. Wickensimer:

The above referenced matter is hereby remitted to the lower court. A copy of the judgment of this Court is attached.

Sincerely,

A handwritten signature in cursive script that reads "V. Claire Allen".

V. Claire Allen
Deputy Clerk of Court

VCA/tf

cc: Ronald McKinney, Esquire
James Walter Fayssoux, Jr., Esquire
Ryan Lewis Beasley, Esquire