CITY OF SPARTANBURG

SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
County Council Chambers
366 N. Church Street
Spartanburg, SC
Monday, August 11, 2025
5:30 PM

I. **Moment of Silence**

II. **Pledge of Allegiance**

III. **Approval of the Minutes of the July 28, 2025 Meeting**

IV. **Approval of the Agenda of the August 11, 2025 Meeting**

V. **Public Comment**
Public Comment Forms are available inside Council Chambers on the front podium. Please turn in the completed forms to the City Clerk prior to the start of the meeting.***

VI. **Resolutions**

A. **A Resolution Authorizing the City Manager to Execute Documents Related to the Purchase of Property located at 130 S. Church Street, Spartanburg.**
Presenter: Chris Story, City Manager

VII. **Staff Updates**

VIII. **City Council Updates**

IX. **Adjournment.**

City Code Sec. 2-57. Citizen Appearance. Any citizen of the City of Spartanburg may speak at a regular meeting on any matter pertaining to City Services and operations germane to items within the purview and authority of City Council, except personnel matters, by signing a Citizen's Appearance form prior to the meeting stating the subject and purpose for speaking. No item considered by Council within the past twelve (12) months may be added as an agenda item other than by decision of City Council. The forms may be obtained from the Clerk and maintained by the same. Each person who gives notice may speak at the designated time and will be limited to a two (2) minute presentation.

As required by the Americans with Disabilities Act, the City of Spartanburg will provide interpretive services for the City Council Meetings. Requests must be made to the Communications & Marketing Office (596-2020) 24 hours in advance of the meeting. This is a Public Meeting and notice of the meeting was posted with the Media 24 hours in advance according to the Freedom of Information

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, July 28, 2025
5:30p.m.

(These minutes to be approved at the August 11, 2025 Council Meeting)

City Council met this date with the following Councilmembers present: Mayor Jerome Rice, Mayor Pro Tem Erica Brown, Councilmembers Janie Salley, Jamie Fulmer, Meghan Smith and Ruth Littlejohn. City Manager Chris Story, Deputy City Manager Mitch Kennedy, Assistant City Manager Kevin Limehouse and City Clerk Christie Lindsey were in attendance. City Attorney Robert Coler was absent. Notice of the meeting was posted with the Media 24 hours in advance according to the Freedom of Information Act. All City Council meetings are live streamed/recorded. To view the video for a complete transcript, please visit https://www.cityofspartanburg.org/city-council

I. Moment of Silence – observed

II. Pledge of Allegiance - recited

III. Approval of the Minutes of the July 14, 2025 City Council Meeting
Councilmember Fulmer *made a motion to approve the minutes as received.* ***Councilmember Smith*** *seconded the motion, which carried unanimously 6 to 0.*

IV. Approval of the Agenda for the July 28, 2025 City Council Meeting -
Councilmember Littlejohn *made a motion to approve the agenda as received.* ***Councilmember Smith*** *seconded the motion, which carried unanimously 6 to 0.*

V. Public Comment –

*Citizen Appearance forms are available at the door and should be submitted to the City Clerk

1. **Charlie Proctor**-Spoke for 6 minutes due to Ernest Hines and Travis Ervin yielding their time to Mr. Proctor to speak. Mr. Proctor spoke about Code Enforcement and questions about rules regarding Code Enforcement.
2. **Ernest Hines**-yielded his 2 minutes to Charlie Proctor
3. **Travis Ervin**-yielded his 2 minutes to Charlie Proctor
4. **Tony Eubanks**-addressed statements made by the City Manager at the July 14, 2025 Council meeting regarding the Clock Tower and traffic safety concerns.
5. **Don Bramblett**-Highlighted changes in the City and he shared his support of being flexible as to change especially in the downtown area.
6. **Liv Hawkins**-shared positive comments regarding the Daniel Morgan Avenue protected bike lane being completed and how it makes business and areas accessible to those who enjoy utilizing the lane.
7. **Robert Stoddard**- expressed his support for the Clock Tower remaining in its current location.
8. **Wesley Stoddard**-expressed positive comments regarding the most recent Music on Main event and his support for the Clock Tower remaining in its current location.
9. **Kimberly Gibbs Branch**-spoke in support of the Clock Tower remaining in its current location and reported that numbers of signatures have increased on the petition to stop the removal of the Clock Tower from Morgan Square.
10. **Quin Garrison**-support of the Spartanburg Healing Resolution and emphasized the need for more inclusive community engagement around racial equity.

VI. Consent Agenda

A. An Ordinance Providing for the Issuance and Sale of Water System Refunding Revenue Bonds of the City of Spartanburg, South Carolin, in One or More Series, in an Aggregate Principal Amount Not to Exceed Twenty-Six Million Five Hundred Thousand Dollars ($26,500,000); and Other Matters Relating Thereto. (Second Reading) Ordinance # 2025-005
Presenter: Robert Coler, City Attorney
***Councilmember Fulmer** made a motion to approve the ordinance as presented.*
***Mayor Pro Tem Brown** seconded the motion, which carried unanimously 6 to 0.*

VII. Presentation of the 2024 SC Fire Safe Community Award

Presenter: Nathan Ellis, Assistant State Fire Marshall

Nathan presented the award to Chief Pierre Brewton for the City of Spartanburg Fire Department. He outlined all the criteria that is required for this designation and advised that the City of Spartanburg Fire Department has been a recipient of this designation for the past 5 years. The award is presented in collaboration with the State Fire Marshall's Office, State Firefighter's Association, Fire Chief's Association, Fire Marshall's Association & the State Chapter of the International Association of Arson Investigators.

VIII. Award of Bid for Resurfacing of the Duncan Park Tennis Courts

Presenter: Kim Brown-Parks, Recreation and Special Events Director

*After discussion, **Councilmember Smith** made a motion to approve the award of bid to Sport Court Carolina for the resurfacing of the Duncan Park Tennis Courts to include Pickle Ball Courts.*
***Councilmember Fulmer** seconded the motion which carried unanimously 6 to 0.*

IX. Staff Updates

City Manager Chris Story updated Council that everyone that needed to move to 295 E. Main Street, which is the new temporary location of City Administrative Offices, has moved and all operations are running as normal.
He also mentioned the upcoming fall programming events throughout the City and reminded everyone that the Neighborhood Grant Program Committee is still accepting applications.
Councilmember Smith asked Chris if any of the programming aspects for downtown would be affected by not moving forward on the Morgan Square Project at this time. Chris advised Councilmember Smith that staff is working with event staff and business on or adjacent to the Square to develop ways to move forward.
Deputy City Manager Mitch Kennedy also advised Council that the City is developing a Downtown Special Events Advisory Group who will be comprised of downtown stake holders and also a dedicated staff person, the Downtown Manager, who will lead these process. Mayor Pro Tem Brown asked if the City staff would be taking feedback from the Advisory Group and Mitch advised the City would be using feedback to guide and shape how programming is handled downtown.

X. City Council Updates

Each Councilmember gave updates on their activities since the previous council meeting.

XIV. Executive Session

Councilmember Littlejohn *made a motion to adjourn to executive session at 6:23p.m.*
Mayor Pro Tem Brown *seconded the motion, which carried unanimously 6 to 0.*

A. An Executive Session Pursuant to Section 30-4-70(a)(2) of the South Carolina Code of Laws to Receive Legal Advice.

Council convened to regular session at 7:09p.m. Mayor Rice stated that discussion was held with no decisions made.

XV. Adjournment

Councilmember Smith *made a motion to adjourn the meeting.*
Mayor Pro Tem Brown *seconded the motion, which carried unanimously 6 to 0.*
The meeting adjourned at 7:09p.m.

Christie B. Lindsey

Christie B. Lindsey, City Clerk

REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, City Manager

SUBJECT: Authorizing Acquisition of 130 S. Church Street Property

DATE: August 7, 2025

The attached resolution would authorize the City Manager to execute the acquisition of 130 S. Church Street. The related documents are attached. We have arrived at an arrangement that we believe is fair economically, preserves the presence of Blue Moon in the heart of downtown, and ensures the block can be redeveloped in a vibrant and fully functional manner. The transaction includes purchase of their real estate and provides them an ability to take ownership of a portion of an adjacent mixed use building planned very near their current location. They plan to make improvements to their N. Daniel Morgan Avenue facility to consolidate their operations there during the construction phase.

We recommend your approval and welcome any questions you may have.

A RESOLUTION

AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE PURCHASE OF PROPERTY

WHEREAS, CHURCH AND BROAD INVESTMENTS, LLC, a South Carolina limited liability company (the "Seller") is the owner of that certain parcel of land located at 130 S. Church Street in the City of Spartanburg (the “Property”), and

WHEREAS, the City of Spartanburg (the “City”) desires to purchase the Property to implement the construction of a new joint City of Spartanburg and County of Spartanburg administration building and accompanying development; and

WHEREAS, the City and Seller have come to an agreement on the terms of the aforementioned purchase and reduced those terms to writing in a Real Estate Purchase Agreement, attached hereto, incorporated herein, and marked as Exhibit 1 to this Resolution for reference and a Post Closing Agreement attached hereto, incorporated herein, and marked as Exhibit 2 to this Resolution for reference; and

WHEREAS, City Council deems it necessary and appropriate for the City Manager to execute the attached documents to achieve the intent of this Resolution which is the acquisition of the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL IF THE CITY OF SPARTANBURG, SOUTH CAROLINA.

<u>Section 1.</u> City Council approves the City Manager to execute any and all documents required to acquire 130 S. Church Street, including but not limited to Exhibits 1 and 2, attached hereto, in substantially the same form as they currently appear, with minor modifications as necessary. Should the City Manager or City Attorney, or both, determine that any additional document or modification of previously negotiated term is significant and warrants further action by Council, then the matter shall be presented to Council for further review and further action before the final execution, if Council so chooses.

<u>Section 2</u>. This Resolution shall become effective immediately upon its enactment.

DONE AND RATIFIED this _____ day of __________, 2025.

____
MAYOR

ATTEST:

____
CITY CLERK.

APPROVED AS TO FORM:

____
CITY ATTORNEY

REAL ESTATE PURCHASE AGREEMENT
130 S. Church Street, Spartanburg, SC;
Spartanburg County, SC TMS# 7-12-21-064.00

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of the _____ day of August, 2025 by and between **THE CITY OF SPARTANBURG, a political subdivision of the State of South Carolina** and/or its assigns ("Buyer"), and **CHURCH AND BROAD INVESTMENTS, LLC, a South Carolina limited liability company**(the "Seller").

Background

Seller is the owner of that certain parcel of real property located at 130 S. Church Street in the City of Spartanburg, SC (Spartanburg County Tax Parcel Number 7-12-21-064.00) being more particularly described in Exhibit A attached hereto (the "Property").

In connection with a large public project, Buyer desires to purchase the Property from Seller in accordance with the terms contained herein. Buyer has also agreed to provide Seller with a replacement condominium unit located within a to be constructed mixed-use real estate development adjacent to the new city/county governmental building to be located on S. Church Street.

In consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. PURCHASE PRICE AND PAYMENT

1.1 Purchase Price; Payment. The purchase price to be paid by Buyer to Seller for the Property at Closing shall be One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) (the "Earnest Money Deposit") to be paid to Seller upon the execution of this Agreement secured by a mortgage lien against the property; and

The balance of the Purchase Price to be paid at Closing.

1.2 Earnest Money Deposit. An earnest money deposit in the amount set forth above shall be paid by Buyer directly to Seller which shall be applicable to the Purchase Price at Closing.

1.3 Prorations. It is not anticipated that there shall be any prorated items at Closing. Buyer shall be responsible for any taxes, general and special, against the Property which may due and have accrued during the year of the Closing Date.

2. INSPECTION PERIOD AND CLOSING

2.1 Reserved.

2.2 Title Inspection Period. Buyer shall have a title inspection period which begins on the Effective Date (as defined herein) and ends at 11:59 p.m. on the day which is thirty (30) days after the Effective Date (the "Title Inspection Period"). Buyer shall have the Title Inspection Period within which to inspect the title to the Property.

2.4 Buyer's Termination Right. Within the Title Inspection Period Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with this Agreement to Closing, which election shall be made by written notice to Seller given within the Title Inspection Period If Buyer terminates this Agreement within the Title Inspection Period, the Earnest Money Deposit shall be promptly refunded to Buyer and the parties shall thereafter have no further obligations hereunder except for those that expressly survive the termination of this Agreement. If Buyer does not terminate this Agreement within the Title Inspection Period, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except in the event of a default of Seller.

2.5 Continuing Right of Inspection. Intentionally Deleted.

2.5 Time and Place of Closing. Closing shall take place at the offices of Buyer's attorney and/or title company or via mail on September 30, 2025.

2.6 Payment. The Purchase Price, subject to any applicable reimbursements, adjustments, or credits (such as without limitation the Earnest Money Deposit, proration of real estate taxes, prorations of rents or closing costs) shall be paid in certified funds, by wire transferred funds or by any other means as may be acceptable to both parties.

2.7 Closing Costs.

Buyer shall pay all closing costs associated with the Closing, including: (i) transfer tax on the deed, if any (ii) the costs of recording the deed; (iii) costs of survey, if any; (iv) title insurance premiums, if any; (v) costs of any inspections deemed necessary by Buyer; (vi) Buyer's attorneys' fees; and (vi) any brokerage commissions.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller, to the best of Seller's knowledge warrants and represents as follows as of the date of this Agreement and as of the Closing as follows:

3.1 Title. Seller is the fee title owner of the Property.

3.2 Reserved.

3.3 Environmental Matters; Wetlands. To the best of Seller's knowledge without any investigation, except as may be set forth in the environmental reports previously obtained by Seller and delivered to Buyer, the Property does not now contain any underground storage tanks, hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so.

3.4 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

3.5 Bankruptcy. Seller is not bankrupt or insolvent under any applicable Federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration paid represents fair value for the assets to be transferred.

3.6 Litigation. Seller is not a party to any litigation, condemnation, quasi-judicial, administrative or other proceedings or court order, affecting the Property. Other than such potential condemnation action threatened by Buyer, Seller knows of no pending or threatened litigation, condemnation, quasi-judicial, administrative or other proceedings or court order, affecting the Property, nor any district proceeding, building moratorium, court order, building code provisions, deed restriction or restrictive covenant (recorded or otherwise) or other private or public limitation, which might in any way impede or adversely affect the Project. Seller has not received any notice from any government agency having authority over any of the Property that there is any violation of any rule, regulation, ordinance, permit, development order, development permit, or any other regulation or requirement, promulgated by any government agency or body affecting the Property.

3.7 Other Agreements. Seller has not entered into any, and to Seller's knowledge there are not any, outstanding rights of third parties to use any portion of the Property for any purposes and Seller agrees not to extend any such rights prior to Closing. Other than that agreement entered into with Buyer regarding an option to purchase the Property, and the use of Buyer's adjoining property, Seller has not entered into any, and to Seller's knowledge there are not any, outstanding rights of first refusal, options to purchase or purchase and sale agreements in favor of any third party with respect to the Property.

3.8 Organization; Authority. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of Seller have been duly authorized to do so.

4. POSSESSION; RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing.

5. TITLE MATTERS

5.1 Within five (5) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, wetlands delineations, existing environmental reports, zoning reports, development declarations, and such other pertinent information regarding the development and use of the Property and that are in Seller's possession. During the Title Inspection Period, Buyer may order a current survey of the Property. Buyer shall have until the end of the Title Inspection Period within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer (the "Title Objection Letter"). Any matter disclosed by a title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in the Title Objection Letter shall be deemed a "Permitted Exception". Seller shall have a period of ten (10) days after receipt of Buyer's title objection letter in which to elect in writing whether to cure such title and survey objections (the "Title Response Letter"); provided, however, that Seller shall not be obligated to cure or institute any litigation with respect thereto (other than liens arising through Seller and removable by the payment of money, which Seller shall be obligated to cure). If Seller elects to cure such title objections, Seller shall use good faith efforts to cure such objections to title or survey within thirty (30) days after delivery of the Title Response Letter to Buyer. If Seller elects not to cure such title objections, within ten (10) business days after receipt of the Title Response Letter, Buyer shall elect to either (i) terminate this Agreement and receive a return of the Earnest Money Deposit, or (ii) waive such objection(s) and close the purchase of the Property, subject to the objection(s), and without reduction of the Purchase Price. If Seller is unable to cure such title objections after using good faith efforts, the Buyer shall elect to (i) terminate this Agreement and receive a return of the Earnest Money Deposit, (ii) waive such objection(s) and close the purchase of the Property, subject to the objection(s), and without reduction of the Purchase Price, or (iii) allow Seller additional time to cure such objections. During the pendency of this Agreement, the Buyer shall have an ongoing right to order a title down date on the Property, at Buyer's sole cost and expense. If such title down dates reveal new title matters arising through Seller that appear of record after the effective date of the initial title insurance commitment which are not consented to by Buyer, Seller shall be obligated to delete such matters of record, and the failure of Seller to delete such matters of record shall be deemed an event of default under this Agreement.

6. CONDITIONS PRECEDENT

6.1 Seller's Closing Deliveries. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following requirements of Seller on or before the Closing Date:

(a) Seller shall have delivered all documentation that Seller has agreed to provide in its Title Response Letter.

(b) Buyer shall have received the following in form reasonably satisfactory to Buyer:

(1) A special warranty deed, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions;

(2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein;

(3) Resolutions of Seller authorizing the transactions described herein and the authority of the signatories of the closing documents, certified by the appropriate officer of the Seller

(4) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

Provided Buyer has fully performed all of its obligations under this Agreement and is not in default hereunder, the failure of any items set forth above shall be deemed an event of default by the Seller, and the Buyer shall have the remedies set forth in Section 7.1 below for such default.

(c) Buyer and Seller shall have executed and delivered the Post-Closing Agreement (as defined herein).

6.2 Additional Conditions Precedent to Closing. Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligations to consummate the acquisition of the Property pursuant to the terms of this Agreement are subject to and conditioned on the satisfaction, in Buyer's sole and absolute discretion, or written waiver by Buyer of the following conditions, on or before the Closing Date: N/A.

7. BREACH; REMEDIES

7.1 Breach by Seller. In the event of a breach of Seller's covenants, representations or warranties herein, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit along with recovery of Buyer's actual and documented out-of-pocket expenses incurred in connection with its due diligence investigations of the Property (including fees of professional advisers associated therewith) not to exceed $25,000.00, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach. Notwithstanding the foregoing, if the remedy of specific performance is unavailable or insufficient as a remedy to Buyer due to the actions of Seller, Buyer shall be entitled to pursue all remedies available to it at law or in equity.

7.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within ten (10) days after written notice from Seller, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination).

8. MISCELLANEOUS

8.1 Brokers. Seller and Buyer represent to each other that neither Seller (in the case of Seller's representation) nor Buyer (in the case of Buyer's representation) has dealt with nor does it have any knowledge of any broker in connection with this transaction. Except as set forth herein above, Buyer agrees to indemnify and hold Seller harmless from any other such broker claim arising by, through or under Buyer, and Seller agrees to indemnify and hold Buyer harmless from any other such broker claim arising by, through or under Seller.

8.2 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

8.3 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or electronic (e-mail), at the addresses set forth below:

As to Seller — Church and Broad Investments, LLC
Attn:
____
____
Phone: __________________

Email: ___________________

As to Buyer: The City of Spartanburg
Attn: Chris Story
____
____
Phone: __________________
Email:

With a copy to Escrow Agent: Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P.
Attn: Steven M. Querin, Esq.
220 N. Church Street, Suite 4
Spartanburg, SC 29306
Phone: 864-582-8121
Email: squerin@jshwlaw.com

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the electronic or facsimile transmission.

8.4 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This Section shall survive the Closing or a prior termination hereof.

8.5 Effective Date. The “Effective Date” of this Agreement shall be the business day on which the last of the following has occurred: (i) Buyer and Seller have executed this Agreement; and (ii) Seller has confirmed delivery of the Seller Deliverables.

8.6 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.7 Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

8.8 Successors and Assigns. The terms and provisions of this Agreement shall be exclusive to the parties hereto and shall not be assignable without the consent of the other party first had and obtained.

8.9 Confidentiality. This Agreement and all terms and conditions hereof shall remain confidential prior to the Closing, provided, however, that such confidentiality shall not prohibit disclosure to employees, attorneys, accountants, and consultants of Buyer, provided that such persons agree to treat the same confidentially.

8.10 Section 1033 Exchange. The Spartanburg City Council selected a city block, containing the Property, to develop a Joint Government Complex Project to replace the current Spartanburg

County Administration Building and City of Spartanburg City Hall to serve both Spartanburg County and the City of Spartanburg. The Spartanburg City Council approved and the Spartanburg Mayor executed a Resolution which authorized the City Manager to acquire real property not already owned by the City of Spartanburg by eminent domain, if necessary. Seller was made aware of Buyer's authority to use eminent domain. Buyer acknowledges that Seller may effect a like-kind exchange under Section 1033 of the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, Buyer agrees that it will cooperate with Seller to effect a tax-free exchange in accordance with the provisions of Section 1033 of the Code and the regulations promulgated with respect thereto. Seller shall be solely responsible for any additional fees, costs or expenses incurred in connection with the like-kind exchange contemplated by this paragraph, and Buyer shall not be required to incur any debt, obligation or expense in accommodating Seller hereunder. In no event shall Seller's ability or inability to effect a like-kind exchange, as contemplated hereby, in any way delay the Closing or relieve Seller from its obligations and liabilities under this Agreement. Seller hereby agrees to indemnify and hold harmless Buyer from any liability, losses or damages incurred by Buyer in connection with or arising out of the Section 1033 like-kind exchange, including but not limited to any tax liability.

8.11 Facsimile or .pdf. Signatures to this Agreement transmitted by telecopy or email (.pdf) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or emailed signature and shall accept the telecopied or emailed signature of the other party to this Agreement.

8.12 Escrow Agent. The parties acknowledge that the Earnest Money Deposit shall be released to the Seller and applicable to the Purchase Price at Closing that no funds shall be held by the Escrow Agent. herein.

8.13 Waiver of Jury Trial and Damages. Each party hereby waives the right to a jury trial in connection with this Agreement, and further waives any right to consequential and exemplary or punitive damages in connection therewith.

8.14 No Solicitation. Seller agrees that upon its execution of this Agreement neither it nor its agents or employees will (a) initiate, encourage the initiation by others of discussions or negotiations with third parties or respond to solicitations by third parties relating to the Property or any part thereof, (b) fail to immediately notify Buyer if any third party attempts to initiate any such solicitation, discussion or negotiation with Seller nor will enter into any agreement with any third party with respect to the Property or any part thereof.

8.15 Post-Closing Agreement. At Closing, Buyer and Seller shall execute a "Post-Closing Agreement" containing the following pertinent terms: (i) Seller shall have a period of time not to exceed fifteen (15) days after Closing to vacate the Property and remove all furniture, fixtures and equipment (the "Post-Closing Occupancy Period"). Seller may not operate its business at the Property during such period. Seller and Buyer shall execute a Post-Closing Occupancy Agreement at Closing. Seller shall bear all risk of loss to its personal property located on the Property during the Post-Closing Occupancy Period and shall be solely responsible for insuring the same; (ii) on or before March 31, 2028 Buyer and/or its affiliate shall deliver to Seller good and marketable title to a commercial condominium unit located on the ground floor of a privately developed mixed-use development located on Broad Street in the City of Spartanburg adjacent to the new Spartanburg City/County government building to be located on S. Church Street in the City of Spartanburg; said unit to contain approximately 3,997 sf. of space, together with an immediately adjacent outdoor space of at least 1,000 sf. for Seller's exclusive use; said Unit to be delivered to Seller as a "cold gray shell" which shall require upfit by Seller and shall be subject to the reasonable and customary operating covenants / master deed requirements governing the operation of the building at large (the "Unit"); and (iii) after delivery of the Unit by Buyer and acceptance of the Unit by Seller, Seller, at Seller's cost, shall upfit the Unit as a first-class full-service and/or fact casual restaurant open regularly for both lunch and dinner (the "Allowed Use"). Upon conveyance to Seller, the Unit shall be restricted to the Allowed Use only unless the Allowed Use restriction is waived or modified by Buyer and/or the owner of the condominium project within which the Unit is located. The Post-Closing Agreement is attached hereto and incorporated herein by reference as Exhibit "B" to this Agreement. The rights and benefits to Seller under the Post-Closing Agreement are provided as additional consideration to Seller in exchange for Seller's agreement to sell the Property to Buyer and relocate Seller's business. Such rights and benefits shall be exclusive to Seller and shall not be assignable nor transferable without the consent of Buyer in its sole and absolute discretion.

[The balance of the page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:

THE CITY OF SPARTANBURG,
a political subdivision of the State of South Carolina

By:______________________________________
Name:____________________________________
Title:_____________________________________

Date:_____________________________________

SELLER:

CHURCH AND BROAD INVESTMENTS, LLC,
a South Carolina limited liability company

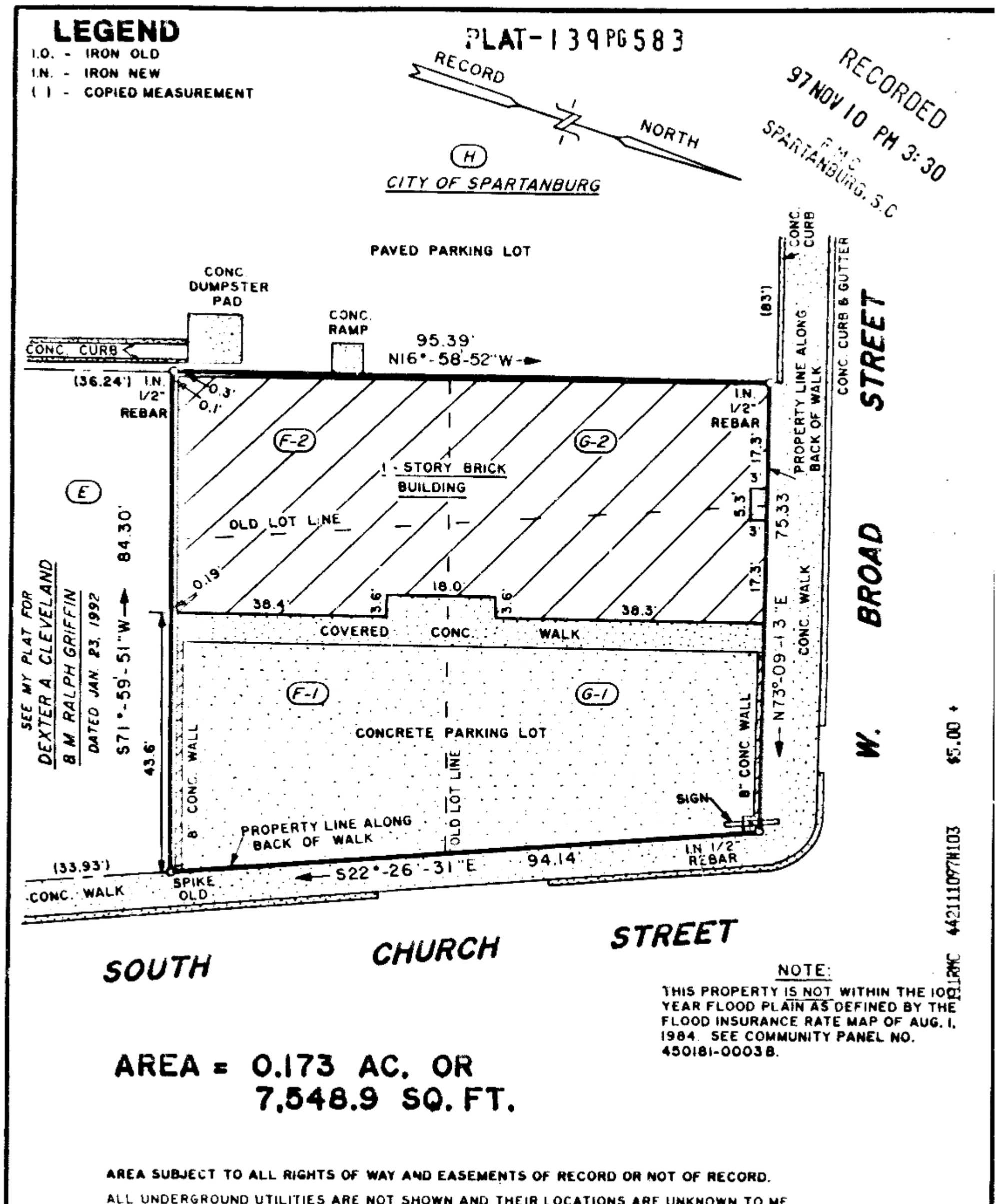
By:______________________________________
Name:____________________________________
Title:_____________________________________

Date:_____________________________________

EXHIBIT A

PLT-1997-18313

PLAT BOOK 139 PAGE 05[illegible]



SURVEY FOR: DESHAZOR INVESTMENTS, LLC

BEING LOT F-2 AND A PORTION OF LOTS F-1, G-1 AND G-2 AS SHOWN ON A PLAT FOR J.B. CLEVELAND EST. AND J.F. CLEVELAND EST. BY H. STRIBLING, C.E. DATED DEC. 2, 1937. PLAT RECORDED IN P.B. 13/ PAGE 150. ALSO SEE D.B. 33, M/ PAGE 204.

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

S.C. REGISTERED LAND SURVEYOR NO. 12519

SEAL

COUNTY: SPARTANBURG	LOCATION: CITY OF SPARTANBURG	STATE: SOUTH CAROLINA
DATE: OCT. 9, 1997	BLOCK MAP SHEET: 7-12-21 PAR: 64	FIELD BY: J.R. JENNINGS — DRAWN BY: JOY MELTON
SCALE: 1" = 20'	-20 0 20 40 60	

SURVEYED BY: JOHN ROBERT JENNINGS P.L.S.
129 FOSTER ROAD,
PH. (864) 574-5059 ROEBUCK, SOUTH CAROLINA 29376

MEMBER OF S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS

EXHIBIT B
Post-Closing Agreement

****NOT FOR RECORDING****

POST-CLOSING AGREEMENT

THIS POST-CLOSING AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the ____ day of August, 2025, by and among Church and Broad Investments, LLC, a South Carolina limited liability company ("Seller"), the City of Spartanburg, a political subdivision of the State of South Carolina (the "City") and Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P. ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, Seller has sold, or will sell, to the City and the City has purchased, or will purchase, from Seller, certain real property lying and being in Spartanburg County, South Carolina (hereinafter the "Property") more fully described as 130 S. Church Street (Spartanburg County Tax parcel Number 7-12-21-064.00), in accordance with that certain Real Estate Purchase and Sale Agreement between Seller and Purchaser executed herewith (referred to herein as the "Contract"), and

WHEREAS, Section 8.15 of the Contract provides for certain rights and obligations of the parties that extend beyond closing of the purchase and sale of the Property; and

NOW, THEREFORE, for and in consideration of the purchase and sale of the Property and the mutual covenants and conditions set forth herein and in the Contract, the undersigned hereby agree as follows:

1. Commitments of the Parties.

1.1 Post-Closing Occupancy. Seller shall be allowed to remain in possession of the Property after closing of the sale and purchase of the Property for a period of time not to exceed fifteen (15) days for the sole purpose of vacating and removing all furniture, fixtures and equipment from the Property. Seller and the City will execute herewith a Post-closing Occupancy Agreement memorializing this understanding and providing that Seller may not operate its business upon the Property during such period and that Seller shall bear all risk of loss to its personal property during such period and shall be solely responsible for insuring the same.

1.2 Delivery of Condominium Unit. On or before March 31, 2028 the City shall deliver or cause to be delivered to Seller good and marketable title to a commercial condominium unit located on the ground floor of a privately developed mixed-use development located on Broad Street in the City of Spartanburg adjacent to the new Spartanburg City/County government building to be located on S. Church Street in the City of Spartanburg; said unit to contain at least 3,997 sf. of space together with an immediately adjacent outdoor space of at least 1,000 sf. for Seller's exclusive use (which use may be by lease and/or license). The Unit shall be delivered to Seller as a "cold gray shell" which shall require upfit by Seller and shall be subject to reasonable and customary operating covenants / master deed requirements governing the operation of the building at large (the "Unit"). The Unit shall also be restricted to the Allowed Use only (as defined herein) and the outdoor space may not be improved by Seller with any permanent structural improvements without the prior consent and approval of the City and/or the owner of the outdoor space. As of the date of this Agreement, the Unit has an agreed upon as-built value of $800,000.00 and is shown and depicted as "Retail 1" on Exhibit "A" attached hereto. Should the City fail to deliver the Unit to the Seller in accordance with the terms hereof, the City shall promptly pay to Seller an amount equal to $800,000.00 *plus* annual interest at the rate of seven percent (7%) accruing from the date of the closing of the City's acquisition of the property from Seller through March 31, 2028 *plus* reimbursement for Seller pre-construction expenses incurred in connection with its planning for the Upfit of the Unit (provided that such expenses are not incurred until after the date that the private developer has commenced vertical construction of the mixed-use development within which the Unit will be located) after which the parties shall have no further obligation to each other hereunder or in the Contract.

1.3 Upfit of the Unit. After receiving title to the Unit, Seller shall diligently pursue the upfit of the Unit (the "Upfit") as a first-class full-service and/or fast casual restaurant open regularly for both lunch and dinner (the "Allowed Use"). Seller shall provide all funds necessary to complete the Upfit. Subject to reasonable delays and Force Majure events, Seller shall diligently proceed in good faith to plan, design, and upfit the Unit in a reasonable timeframe, but in no event later than eighteen (18) months from the date of delivery of title to the Unit to Seller (the "Delivery Date"). Should the Seller fail to complete the Upfit of the Unit on or before the Delivery Date, the City shall provide written notice to Seller of such failure to complete the Upfit and provide Seller with an additional thirty (30) days to complete the Upfit. Should the Seller thereafter fail to complete the Upfit of the Unit, the Seller shall promptly reconvey the Unit and the outdoor space free and clear of liens and encumbrances to the City and/or its designee for no consideration other than reimbursement by the City to Seller of fifty percent (50%) of the actual verified expenses incurred by Seller in connection with Seller's Upfit of the Unit as of the date of reconveyance of the Unit to the City which amount shall be reimbursed to Seller within thirty (30) days of such satisfactory reconveyance.

2. General Provisions.

2.1 Number And Gender. All terms and words used in this Agreement, regardless of their number or gender, shall be deemed and construed to include any other number (singular or plural) or any other gender (masculine, feminine or neuter), as the context or sense of this Agreement or any paragraph or clause hereof may require.

2.2 Corporate Authority. If either party hereto is a corporation or limited liability company, each individual executing this Agreement on behalf of said corporation and/or limited liability company represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation and/or limited liability company in accordance with a duly adopted resolution of the Board of Directors of the corporation or the Managers/Members of the limited liability company in accordance with the by-laws of the corporation or the operating agreement of the limited liability company, and that this Agreement is binding upon the corporation or limited liability company.

2.3 Governing Law. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina and the terms and provisions hereof may be enforced and venue shall be proper in a court of competent jurisdiction located in Spartanburg County, South Carolina.

2.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

2.5 Prevailing Party. If either party hereto prevails in any litigation or proceeding against the other party hereto relating to this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any and all damages or remedies awarded, all reasonable legal fees and other litigation or arbitration costs, including reasonable witness fees and expenses and other reasonable expenses of presenting the case.

2.6 Force Majeure. If performance of any action by any party under this Agreement is prevented or delayed by any act of God, war, labor disputes or other cause beyond the reasonable control of such party, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause; provided, that in no event shall such Force Majeure extensions exceed one hundred twenty (120) days.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller has caused this Agreement to be executed as of the date and year stated above.

SELLER:

Church and Broad Investments, LLC

WITNESS:

____

By: ______________________________
Name: ____________________________
Title: ______________________________

Address for Notices:

____
____
Attn: _____________________
(P) _______________________
(E) _______________________

[SIGNATURES CONTINUE]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the date and year stated above.

PURCHASER:
The City of Spartanburg

WITNESS:

____

By:________________________________
Name: Chris Story
Title: City Manager

APPROVED AS TO FORM:

____
City Attorney

Address for Notices:

____
____
Attn:_____________________
(P)_______________________
(E)_______________________

[SIGNATURES CONTINUE]

IN WITNESS WHEREOF, Escrow Agent has caused this Agreement to be executed as of the date and year stated above.

ESCROW AGENT:
Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P.

WITNESS:

By:________________________________
Name:_Steven M. Querin
Title: Partner

____

Address for Notices:

220 N. Church Street, Suite 4
Spartanburg, SC 29306
Attn: Steven M. Querin
(P) 864-582-8121
(E) squerin@jshwlaw.com

[END OF SIGNATURES]

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EXHIBIT “A”
Depiction of the Unit