CITY OF SPARTANBURG

SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, August 25, 2025
5:30 PM

I. Moment of Silence

II. Pledge of Allegiance

III. Approval of the Minutes of the August 11, 2025 Meeting

IV. Approval of the Agenda of the August 25, 2025 Meeting

V. Public Comment

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

VI. Boards and Commissions Appointments
Presenter: Christie Lindsey, City Clerk

VII. Resolutions

A. A Resolution Approving the Purchase of Property Located at 488 Monk Street Bearing Tax Map Number 7-12-13-043.00
Resolution# 2025-016
Presenter: Martin Livingston, Community Development Director

B. A Resolution to Enter Into a Development Agreement with Taft-Gibbs, LLC to Redevelop the Former Beaumont Mill Site with a Multi-Family Apartment for Rent Community.
Resolution# 2025-017
Presenter: Chris Story, City Manager

VIII. Discussion on Clock Tower Options
Presenter: Chris Story, City Manager

IX. Staff Updates

X. City Council Updates

XI. Executive Session

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

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

XII. 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.

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, August 11, 2025
5:30p.m.

(These minutes to be approved at the August 25, 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, City Attorney Robert Coler and City Clerk Christie Lindsey were in attendance. 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 28, 2025 City Council Meeting
***Councilmember Littlejohn** 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 August 11, 2025 City Council Meeting -
***Councilmember Fulmer** made a motion to approve the agenda as received.*
***Mayor Pro Tem Brown** 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. **Toni Sutton**-Spoke regarding Community Concerns.
2. **Wesley A. Stoddard**-Spoke in support of the preservation of the Clock Tower.
3. **Hayden Jones**-Spoke about the 5 year mark of the Unity Resolution.

VI. Resolution

A. A Resolution Authorizing the City Manager to Execute Documents Related to the Purchase of Property Located at 130 S. Church Street, Spartanburg
Resolution # 2025-015
<u>Presenter: Chris Story, City Manager</u>
***Councilmember Salley** made a motion to approve the ordinance as presented.*
***Councilmember Littlejohn** seconded the motion, which carried unanimously 6 to 0.*

VII. Staff Updates

City Manager Chris Story updated Council regarding Green Waste Collection by the City of Spartanburg as it relates to Hurricane Helene and returning to a normal route schedule. He also updated Council about the allocation of the ARPA Funds to affordable/workforce housing in the City.

X. City Council Updates

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

XV. Adjournment

Councilmember Smith *made a motion to adjourn the meeting.*
Councilmember Littlejohn *seconded the motion, which carried unanimously 6 to 0.*
The meeting adjourned at 6:24p.m.

Christie B. Lindsey

Christie B. Lindsey, City Clerk

REQUEST FOR CITY COUNCIL ACTION

TO: **Chris Story, City Manager**

FROM: **Martin Livingston, Community Development Director**

SUBJECT: **Purchase of Vacant Property located at 488 Street**

DATE: **August 25, 2025**

BACKGROUND:

Mrs. Judy Travis, the current owner of the property located at 488 Monk Street (7-12-13-043.00), has indicated her interest in selling this parcel of land to the City of Spartanburg. The property is located in the Midtowne Heights area and possesses important potential for future value. At this time, there are no specific development plans in place; however, the property is intended to be land banked as an integral component of a small area plan to be developed by the Planning Department. This plan aims to assist in the revitalization and enhancement of the area, positioning the property for upcoming residential development opportunities that will contribute to the overall growth and improvement of the community.

The City owns the neighboring property, as well as a total of 30 additional lots scattered throughout the surrounding area. The property has been appraised, and the purchase price is below the appraised value.

ACTION REQUESTED:

Approval of Resolution to purchase the property from:
Judy Travis – the owner of property located at 488 Monk Street (7-12-13-043.00).

BUDGET & FINANCIAL DATA:

Purchase Price: $15,000
Funding Account: Neighborhood Improvement budget

A RESOLUTION
APPROVING THE PURCHASE OF
PROPERTY AT 488 MONK STREET
(TAX MAP PARCEL NUMBER (7-12-13-043.00)

WHEREAS, the City of Spartanburg (the "City") continues its interest in supporting redevelopment and reinvestment of neighborhoods; and

WHEREAS, the owner(s) of the property, Judy Travis, has agreed to sell the vacant property located at 488 Monk Street, Tax Map Parcel Number 7-12-13-043.00; and

WHEREAS, the City has determined that it is in the public interest to purchase the property located at 488 Monk Street, Tax Map Parcel Numbers 7-12-13-043.00, from Mrs. Judy Travis.

NOW, THEREFORE, BE IT RESOLVED By the Mayor and Members of City Council of the City of Spartanburg, South Carolina, in Council assembled:

Section 1. To approve the purchase of the properties as described herein.

Section 2. Judy Travis shall execute and deliver a deed, in a form approved by the City Attorney, to the City conveying the properties described herein.

Section 3. This Resolution shall become effective upon the date of enactment.

DONE AND RATIFIED this ______ day of ________________________, 2025.

____
Jerome Rice Jr., Mayor.

ATTEST:

____
Christie B. Lindsey, City Clerk.

APPROVED AS TO FORM:

____
Robert P. Coler, City Attorney

REQUEST FOR COUNCIL ACTION

TO: **Spartanburg City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **Authorizing Development Agreement for Apartment Development at Former Beaumont Mill Site**

DATE: **August 22, 2025**

The attached resolution would authorize the City Manager to execute a development agreement to facilitate a $70 million investment to provide needed additional housing on a currently unused portions of the former Beaumont Mill site. The development includes 247 market rate apartments, 28 workforce housing units (for those at 80% or below of area median income at rents affordable to those income levels), and a full amenity package including a pool and fitness center. In addition, this development will enable a trail connection that will allow bicycle and pedestrian connection to the DAN trail network, connecting the Beaumont neighborhood to Pine Street and beyond. We believe that this project will efficiently provide needed high quality housing on a vacant property well suited for the use in a style that is complementary to its surroundings. In addition, the project will produce additional local government revenue as estimated on the schedule below.

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

Year	Estimated Property Tax Revenue
1	$95,108
2	$204,081
3	$315,225
4	$428,571
5	$544,152
6	$662,002
7	$782,155
8	$904,644
9	$1,029,505
10	$1,156,773
11	$1,286,483
12	$1,418,672
13	$1,553,376
14	$1,690,632
15	$1,830,478

A RESOLUTION

TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TAFT-GIBBS, LLC TO REDEVELOP THE FORMER BEAUMONT MILL SITE WITH A MULTI-FAMILY APARTMENT FOR RENT COMMUNITY

WHEREAS, Taft-Gibbs, LLC, a project developer (and its affiliates) desire to enter into a development agreement with the City of Spartanburg to redevelop the former Beaumont Mill site into a multi-family apartment for rent community; and

WHEREAS, the City of Spartanburg believes this project will meet a need within our downtown and help to accelerate our progress; and

WHEREAS, the proposed project furthers the City's goals of economic development and population growth.

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

Section 1. City Council hereby authorizes the City Manager to enter into a Development Agreement with Taft-Gibbs, LLC in substantially the same form as that Development Agreement which is attached hereto, incorporated herein, and marked as Exhibit 1 for reference (the "Agreement"). Minor changes and modifications to the Agreement and attachments are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties; said minor changes and modifications shall be approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms 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.

Section 2. This Resolution shall become effective on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____________, 2025.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

STATE OF SOUTH CAROLINA AND

CITY OF SPARTANBURG AND

COUNTY OF SPARTANBURG AND

TAFT-GIBBS, LLC (To be named/formed)

DEVELOPMENT AGREEMENT FOR A PROJECT LOCATED AT TAX PARCEL 7-12-03-047.03 AND 7-12-03-047.04, SPARTANBURG, SC 29303 (No address Established yet)

This Agreement (the "Agreement") by and between TAFT-GIBBS, LLC, a South Carolina limited liability company duly authorized by the Secretary of State of South Carolina to transact business in the State (together with its permitted successors and assigns, the "Project Developer") and the City of Spartanburg, a municipal corporation under the laws of South Carolina (the "City"), is entered into this _____ day of ___________, 2025.

WHEREAS, the Project Developer desires to enter into a development agreement with the City of Spartanburg to redevelop a prominent site into a new development; and

WHEREAS, the City of Spartanburg believes this project will meet a need within the downtown and help to accelerate its progress; and

WHEREAS, the proposed project furthers the City's goals of economic development and population growth.

In consideration of and for the mutual exchange of promises set forth in the Agreement, the parties covenant with one another to perform as follows:

1. Project Developer Commitments:

a. *Development Size and Purpose*. The Project Developer, its agents or assigns, shall be responsible for the design and construction of a multi-family "*apartment" for rent* community on two parcels currently owned by a direct affiliate of the Project Developer (a to be formed Joint Venture TAFT-GIBBS.) (the "Property") as more fully referenced in **Exhibit A (Tax Map) and Exhibit B (Site Plan)**. The development, hereinafter referred to as the "Project" shall consist of approximately *two hundred seventy-five (275)* apartment units and no less than seven thousand (7,000) square feet of amenity space. No less than ten percent (10%) of the residential units shall be made available as workforce (income restricted) housing units which shall be blended into the Project and shall be of the same quality as the market rate units. The available workforce housing units shall consist generally of the same unit mix (1, 2, 3-bedroom units) as the other units in the Project and shall be made available for lease to tenants whose incomes are at or below 80% of the area median household income ("AMI") as determined annually by the U.S. Department of Housing and Urban Development for the Spartanburg, SC Metropolitan Statistical Area. Rents for the workforce units, which shall not exceed HUD's maximum percentage of a family's monthly adjusted income (currently set at 30%) for programs targeted at families at or below 80% of the AMI, may increase from calendar year to calendar year throughout the term hereof at the rate of the greater of two percent (2%) or the percentage increase in 80% AMI as determined by HUD for the Spartanburg Metropolitan Statistical Area.

b. *Intended Market and Relevance to City*. Significant redevelopment and conversion of vacant and underutilized land into multi-family for rent apartment uses has occurred in downtown Spartanburg and there is still demand for it. The Property was originally the location of the Beaumont Mill which opened in 1890 and served as the heart of the surrounding community for 107 years. It was abandoned in 1999, and its closing marked an era of possibilities for new entrepreneurs and visionaries attempting to recreate the region once again. The property was acquired by a direct affiliate of the Project Developer on January 7, 2000 with the intent to eventually redevelop the abandoned textile manufacturing facility. The South Carolina Textiles Communities Revitalization Act (S.C. Code Ann. § 12-65-10 et seq. (the "Act")) was enacted to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina. The Act provides that rehabilitation, renovation, or redevelopment of textile mill sites into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities. To remove and alleviate adverse conditions, including disproportionate expenditure of public funds, unmarketability of property, area crime, and abnormal exodus of families and businesses in these communities, it is necessary to encourage private investment and restore the tax base of the taxing districts in which abandoned textile mills are located by the redevelopment of abandoned textile mill sites. The City has significant interest in seeing the construction of large scale new multi-family rental development in the Beaumont Mill area in northeast Spartanburg. The Property is surrounded by major roads (Isom Street and Beaumont Avenue) and bordered by railroad tracks, creating a sense of physical and social isolation from its proximity to regional amenities such as Spartanburg Regional Medical Center, Wofford College, and Converse University. The Project Developer acknowledges that a significant motivation for the City in providing the Project with incentives is to achieve the market goal of enhancements that align with community goals to encourage the economic redevelopment of its downtown. The Project Developer further acknowledges the City seeks the development of multi-family apartment rental housing that will increase the product offerings available to existing, but also new, City residents. The Project will be designed, constructed, and finished with Class A level fixtures, materials, and amenities of comparable quality design and construction as those example projects contained in **Exhibit C**, attached hereto and incorporated by reference. The target market is a blend of young, middle-aged and senior residents, whether the same be working professionals, families, workforce employees or retirees.

c. *Architectural Design*. Project Developer acknowledges that the architectural design is a key consideration for City. Project Developer's principals have experience in developing multi-family housing projects in urban locations and have provided the City with examples of other multi-family projects it has developed. Information regarding these other projects is contained in Exhibit C, attached hereto and incorporated by reference. The examples contained in Exhibit C are representative of Project Developer's principals' work and indicative of its emphasis on high quality design and construction. The Project Developer acknowledges that its commitment regarding the Project's comparability to its other projects in Exhibit C are key considerations in the City's provision of development incentives to support the Project. Design will emphasize an industrial-historical look and feel commensurate with the Project site's history and vicinity with an emphasis on integrating with the surrounding historic fabric.

d. *Investment Required*. The Project Developer covenants that it intends, utilizing commercially reasonable efforts, to make an investment through land, equity, loans, tax credit equity, and other sources anticipated to be not less than Seventy Million and 00/100

Dollars ($70,000,000) in design, development and construction (the "Project Development Investment") in the Project as evidenced by documentation which is reasonably acceptable to the City. The City acknowledges that the Project Developer intends to pursue all available state and federal tax credits, including but not limited to those available under the South Carolina Textiles Communities Revitalization Act, and agrees to cooperate with and support the Project Developer in obtaining such credits.

e. *Public Infrastructure Improvements*. The Project Developer supports the City's long-term vision to expand the Daniel Morgan Trail System (hereinafter the "Trail") and, where feasible and subject to mutually agreeable terms and conditions, is willing to provide an access easement and allocate space within the site plan to accommodate a potential future segment of the Trail through the Property, specifically across Tax Parcels 7-12-03-047.03 and 7-12-03-047.04. Any such easement shall be documented in a separate agreement that addresses, at a minimum, liability protection, maintenance responsibilities, and other relevant terms. These parcels are separated by Chinquapin Creek, and the feasibility of a continuous trail connection will depend on the resolution of civil engineering constraints, environmental considerations, and coordination with additional property owners. The Developer shall not be responsible for the design, permitting, funding, or construction of the trail segment. However, the Developer's willingness to preserve access rights-of-way within the project plan will help ensure that, subject to future public funding and inter-parcel coordination, a viable and safe trail corridor may be implemented at a later date.

f. *Maintenance*. The Project Developer agrees to maintain at its sole expense the landscaping located in the public right-of-way around the Project in accordance with the City's Code of Ordinances for a period of ten (10) years from date of this Agreement. Any irrigation associated with this landscaping will be connected to the Project Developer's meter as part of these maintenance obligations. These maintenance obligations shall apply to any and all future owners of the Project for the foregoing period of ten (10) years which shall be accomplished by way of a recorded assignment in a form reasonably satisfactory to the City, a copy of which shall be provided to the City upon each transfer of the real property comprising the Project. Nothing in this Agreement shall restrict or limit Project Developer's right to sell, transfer, or assign its interest in the Project, provided that such transferee assumes these maintenance obligations in writing.

g. *Compliance with Law*. Construction of the Public Improvements shall be performed in a good, safe and workmanlike manner and in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the Public Improvements including, without limitation the Americans with Disabilities Act as well as all building code requirements then in effect.

h. *Performance Data*. Because the City is interested in continuing to provide quality affordable, workforce housing options to its residents, Project Developer agrees to share with the City upon the City's request (such requests to be made no more frequently than twice each calendar year) its data indicating the Project's performance as it relates to the workforce housing units which comprise a portion of the Project, including but not limited to rent rolls and financial performance related to such units, income criteria, etc. The City shall keep and protect said data in a confidential manner, exempting it from Freedom of Information Act requests pursuant to the economic development exceptions.

2. City Commitments:

a. *Maintenance of Public Improvements/Completion of Certain Additional Improvements*. Should a segment of the Daniel Morgan Trail System traverse the Developer's site, all responsibility for the design, construction, long-term maintenance, repair, and replacement of such public improvements shall rest solely with the City of Spartanburg and/or the Daniel Morgan Trail System's managing entity. The Developer shall bear no responsibility for the costs, upkeep, or operational obligations associated with any trail improvements constructed on or across the Developer's property.

b. *Special Source Revenue Credit*. The City will provide its consent and best efforts, through cooperation with the County, upon request prior to the issuance of a Certificate of Occupancy of the permitted plans, for the approval and implementation of a Special Source

Revenue Credit Agreement (SSRC) arrangement for the property pursuant to the schedule shown in **Exhibit D** attached hereto attached hereto.

c. *Certification of Property as an Abandoned Textile Mill Site*. **Exhibit E,** attached hereto, is the Spartanburg City Ordinance done and ratified on June 23, 2014 and December 14, 2015 respectively certifying the Property as a Textile Mill Site consistent with Section 12-65-20(4) of the Act. The Project Developer represents that the subject property qualifies as an 'abandoned textile mill site' as defined in § 12-65-20(1) and (4) of the Act., and that a Notice of Intent to Rehabilitate will be filed in compliance with § 12-65-20(9) and 12-65-30(C)(2) of the Act. The City agrees to cooperate with and assist the Project Developer in obtaining all applicable state and federal tax credits available for the Project, including but not limited to textile mill credits, and any other incentives for which the Project may qualify, except local property tax credits pursuant to §12-65-30(A)(1). The City shall provide reasonable assistance in completing any required applications, certifications, or documentation necessary to secure such credits and incentives.

Annexation of Property into the City of Spartanburg. *Intentionally Omitted.*

3. No Assignment Without Consent.

Prior to completion of the duties set forth herein, neither the City nor the Project Developer are authorized to assign its respective duties under the Agreement to third parties without first having received from the other party a written consent, which consent shall not be unreasonably withheld, executed with the same formality of the Agreement. Notwithstanding the foregoing, City does acknowledge and agree that Project Developer will be utilizing a general contractor to perform the work on the Project and may assign this Agreement to a to-be-formed special purpose entity created for the purpose of owning and operating the Project; which entity shall be owned and/or controlled by Project Developer. Additionally, in the event of a third-party sale of the Project by Project Developer, the rights and obligations of Project Developer hereunder may be transferred by Project Developer to such third-party purchaser upon written notice to the City.

4. Modification.

No modification of the Agreement shall be binding upon the parties unless the same is first reduced to writing in a document having the same formality as the Agreement and executed by the duly authorized officer for each party. However, minor changes and modifications to the Development Agreement are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties, with said minor changes and modification being approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warranted further action by Council, then the matter shall be presented to and reviewed by City Council before the final execution.

5. Merger of Negotiations.

All prior negotiations and representations of both parties are merged into the Agreement, and no prior statement, whether written or oral, shall be binding upon either party unless reduced to writing and contained in the Agreement.

6. Applicable Law.

This Agreement is entered into pursuant to the laws of the State of South Carolina. The City is a political subdivision of the State of South Carolina, and the real property that is the subject of this Agreement is located within Spartanburg County, South Carolina.

7. No Joint Venture.

The parties acknowledge the City is acting solely in a governmental capacity in expanding and enhancing the City's public infrastructure and spaces, in approving the Agreement and in providing any other approvals related to the Project. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Project Developer (or its affiliates or principals) and the City, and the parties expressly disclaim the same.

8. Indemnification.

The Project Developer shall indemnify, defend and hold harmless the City, as well as its officers, officials and employees, from and against all claims of any nature whatsoever, at law or in equity, arising out of, or related in any manner to the Agreement, the design and construction of the Public Improvements (excluding any portions of the Daniel Morgan Trail System maintained by the City), or the Project Developer's maintenance obligations, excluding only those claims resulting from the breach of this Agreement by the City or the gross negligence or willful misconduct of the City, its officers, contractors, agents, officials and/or employees. This provision shall survive termination of the Agreement.

9. Notice.

All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

CITY:
City of Spartanburg
Attention: City Manager
P.O. Box 1749
Spartanburg, SC 29304
Phone: 864.596.2712

PROJECT DEVELOPER:

Thomas F. Taft, Jr.
Consolidated Management of Greenville, Inc.
d/b/a Taft Family Ventures
P.O. Box 566
Greenville, NC 27835

Phone: 252-531-8716

[TAFT-GIBBS]
201 W St John St
Spartanburg, SC 29306
Phone: 864.672.4675

WITH A COPY TO:
Wyche, P.A.
200 East Broad Street, Suite 400
Greenville, South Carolina 29601
Attn: Brooks Gaylord

Miscellaneous.

If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above (including all attachments thereto) are attached hereto and incorporated herein as part of the Agreement.

[Signatures Follow]

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:	TAFT-GIBBS, LLC
______________________________	By: ____________________________
	Name: ________________________
______________________________	Its: _____________________________

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _______ day of _______ , 2025 by the duly authorized officer for ____________________ whose name and title appear above.

____

Notary Public for South Carolina

My Commission Expires: ___________

Printed Name of Notary: _____________________

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:

____

____

The City of Spartanburg

By: ____________________________

Name: __________________________

Its: _____________________________

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _______ day of _______ , 2025 by the duly authorized officer for ____________________ whose name and title appear above.

____

Notary Public for South Carolina

My Commission Expires: ___________

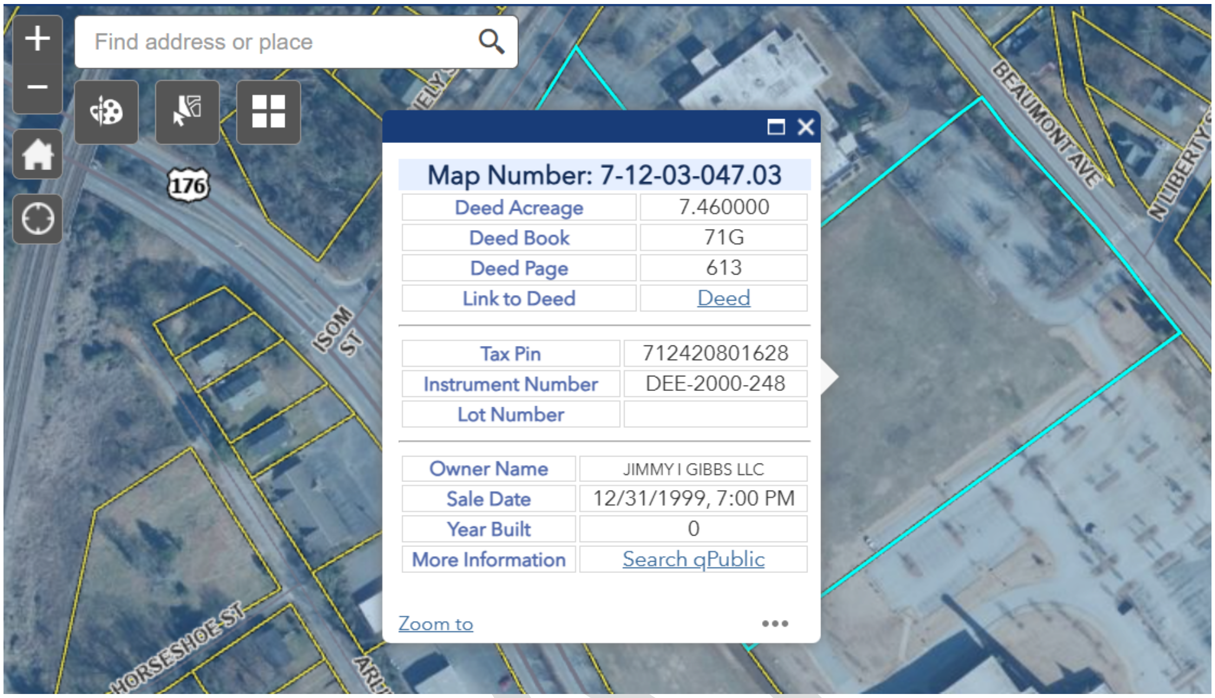
Printed Name of Notary: _____________________

APPROVED AS TO FORM:

____

City Attorney

EXHIBIT A TAX MAP



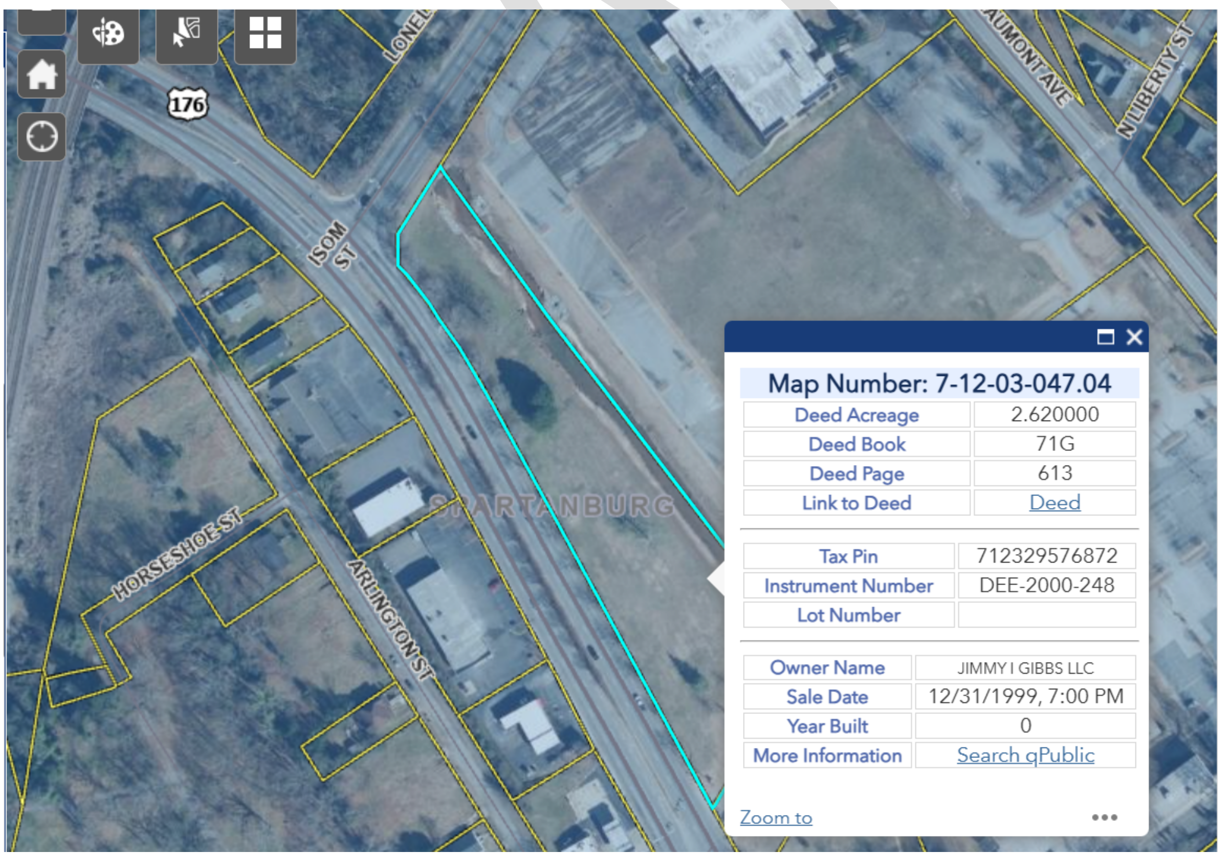


EXHIBIT B

SITE PLAN

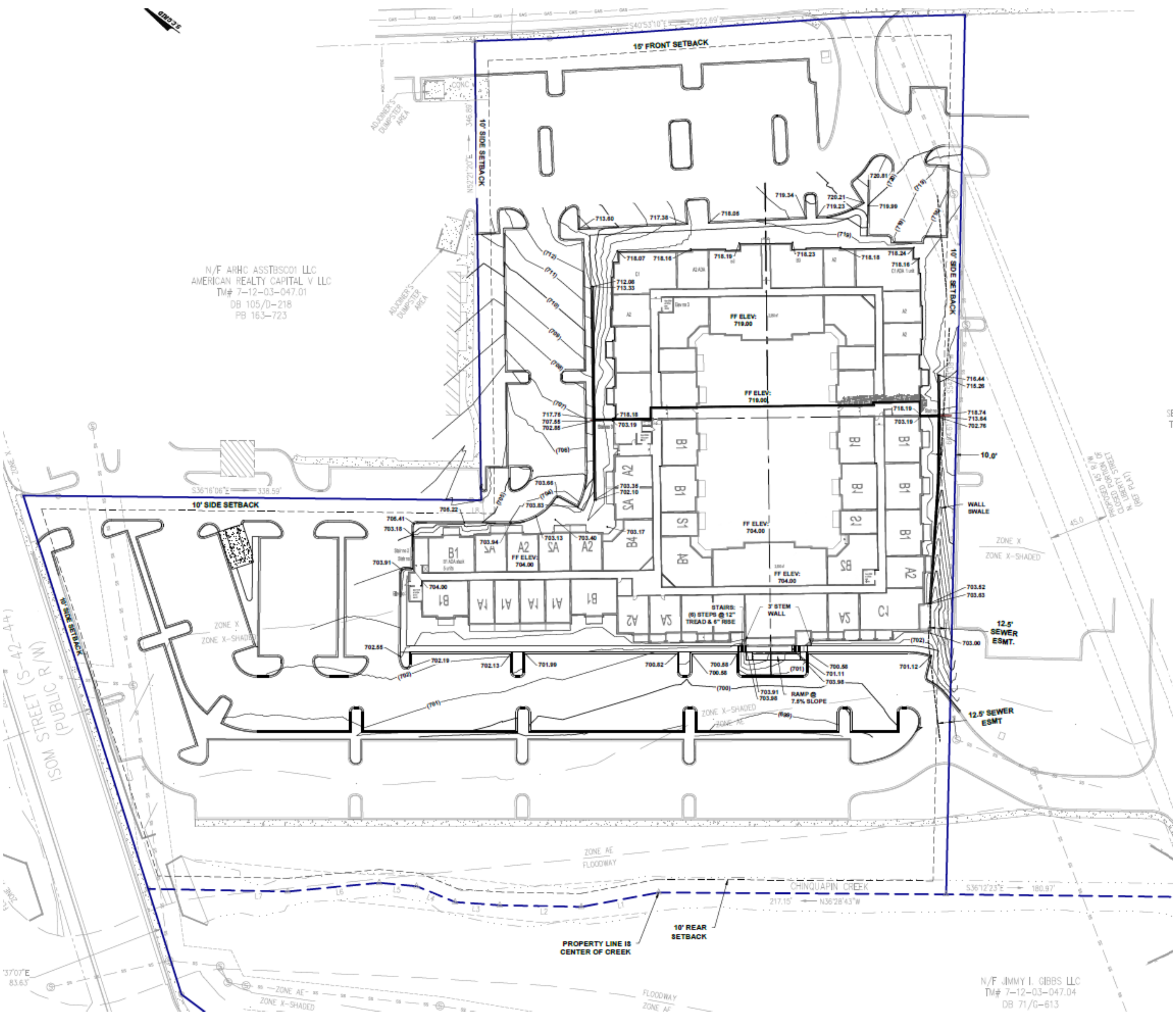


EXHIBIT C
DRAFT RENDERING(S) OF PROPOSED SPARTANBURG BEAUMONT MILL APARTMENT PROJECT

EXHIBIT C
DEVELOPER COMPARABLE BUILT PROJECTS

Figure 1 Spinning Mill Lofts Clayton, NC

Figure 2 Judson Mill Greenville, SC

Figure 3 401 Oberlin Raleigh, NC

Figure 4 Adler Montford, Charlotte, NC

EXHIBIT D
SSRC Schedule

Year	Abatement %
1	95.00%
2	88.67%
3	82.33%
4	76.00%
5	69.67%
6	63.33%
7	57.00%
8	50.67%
9	44.33%
10	38.00%
11	31.67%
12	25.33%
13	19.00%
14	12.67%
15	6.33%

EXHIBIT E
Spartanburg City Ordinance
Textile Mill Site