



CITY OF SPARTANBURG
SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, November 24, 2025
5:30 PM

[IGNORE_INDENT]

- I. Moment of Silence**
- II. Pledge of Allegiance**
- III. Swearing-In of City Councilmember**
 - A. The Honorable Leslie Rodgers-City Council District 2
Oath of Office Administered by Benjamin Rodgers**
- IV. Approval of the Minutes of the November 10, 2025 Meeting**
- V. Approval of the Agenda of the November 24, 2025 Meeting**
- VI. Public Comment**

Public Comment Forms are available inside Council Chambers on the front podium. Please turn in the completed form to the City Clerk prior to the start of the meeting.
- VII. A Proclamation Declaring November 22, 2025 as Top Ladies of Distinction
Charter Day in the City of Spartanburg
Presenter: Jerome Rice, Jr., Mayor**
- VIII. Boards and Commissions Appointment-Design Review Board
Presenter: Christie Lindsey, City Clerk**
- IX. Consent Agenda**
 - A. An Ordinance to Amend the Business License Ordinance of the City of
Spartanburg to Update the Class Schedule as Required by Act 176 of
2020.
Ordinance # 2025-008 (Second Reading)
Presenters: Chris Story, City Manager
Dennis Locke, Finance Director**
- X. Update from PAL (Play.Advocate.Live Well) on Trail Systems
Presenter: Laura Ringo, Executive Director**

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

XI. Resolutions

- A. A Resolution Authorizing the City Manager to Implement R.A.I.S.E. Grant Funded Enhancements to the Daniel Morgan Trail Network in the City in Partnership with Spartanburg County and PAL: Play. Advocate.Live Well. Resolution # 2025-021
Presenter: Chris Story, City Manager**
- B. A Resolution Approving the Purchase of Property at Home Street and Hart Street Bearing Tax Map Parcel Number 7-16-06-289.00 and 7-16-06-315.00.
Resolution # 2025-022
Presenter: Martin Livingston, Community Development Director**

XII. Ordinance

- A. An Ordinance Authorizing the City Manager to Execute an Agreement for the Transfer of Scattered Site Properties Located in the Farley-Saxon, Northside, and South Converse Neighborhoods.
(First Reading) Ordinance #2025-009
Presenter: Martin Livingston, Community Development Director**
- B. An Ordinance Authorizing the City Manager to Execute Documents Related to the Sale of Property Located at the Northwest Corner of Church Street and St. John Street, Bearing Tax Map Number 7-12-17-016.00.
(First Reading) Ordinance # 2025-010
Presenter: Chris Story, City Manager**

XIII. Staff Updates

XIV. City Council Updates

XV. Executive Session

- A. Pursuant to Section 30-4-70(a)(5) of the South Carolina Code of Laws to Discuss Matters Relating to "Project Midnight Rider" an Economic Development Project.**

XVI. 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, November 11, 2025
5:30p.m.**

(These minutes to be approved at the November 24, 2025 Council Meeting)

City Council met this date with the following Councilmembers present: Mayor Jerome Rice, Mayor Pro Tem Erica Brown, Councilmembers Jamie Fulmer, Janie Salley, Meghan Smith and Ruth Littlejohn. City Manager Chris Story, Deputy Assistant 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 October 27, 2025 City Council Meeting

Councilmember Fulmer made a motion to approve the minutes as received.

Councilmember Littlejohn seconded the motion, which carried unanimously 6 to 0.

IV. Approval of the Agenda for the November 11, 2025 City Council Meeting -

Councilmember Littlejohn made a motion to approve the agenda.

Councilmember Smith seconded the motion, which carried unanimously 6 to 0.

V. Public Comment –

1. **Adrian Wilmot**-addressed recycling schedule and suggested a weekly collection instead of bi-weekly.
2. **La'Mya Woods**-spoke regarding affordable housing availability near USC Upstate.
3. **Brent Cobb**-Director of VA-Announced the Veterans Day Parade and thanked Veterans for their service.
4. **Andy Dragt**-spoke to Council about how much he and his family enjoyed Porch Fest in Hampton Heights and zoning reform in the Comprehensive Plan.
5. **Dr. Octavia Amechi**-Spoke in regards to the Public Health Opportunity for citizens in Spartanburg as she is a on the run-off ballot for a seat on the Commission of Public Works. She reminded everyone to get out and vote.

**VI. Amend the 2025 City Council Calendar and Approve the 2026 City Council Calendar
Presenter: Christie Lindsey, City Clerk**

Councilmember Janie Salley made a motion to approve the amended 2025 City Council Calendar, moving the December Council Meeting to December 15, 2025.

Councilmember Smith seconded the motion, which carried unanimously 6 to 0.

Councilmember Smith made a motion to approve the 2026 City Council Calendar as presented.

Councilmember Fulmer seconded the motion, which carried unanimously 6 to 0.

VII. Boards and Commissions Appointment-Public Safety Board

Presenter: Christie Lindsey, City Clerk

Mayor Pro Tem Brown made a motion to approve the appointment of Angela Geter to the Public Safety Board.

Councilmember Littlejohn seconded the motion, which carried unanimously 6 to 0.

VIII. Live Healthy Spartanburg Update

Presenter: JaLisa Jordan, Coalition Manager-Live Healthy Spartanburg

Ms. Jordan provided highlights from the 2024 Spartanburg County Community Health Needs Assessment (CHNA).

Council received as information only.

IX. Award of Bid for Hangar D Epoxy Floor System Installation

Presenter: Terry Connorton, Airport Director

Mayor Pro Tem Brown made a motion to approve the award of bid to Southern Painting & Maintenance.

Councilmember Fulmer seconded the motion, which carried unanimously 6 to 0.

X. Ordinance

A. An Ordinance to Amend the Business License Ordinance of the City of Spartanburg to Update the Class Schedule as Required by Act 176 of 2020. (First Reading)

Ordinance # 2025-008

Presenters: Chris Story, City Manager

Dennis Locke, Finance Director

Councilmember Smith made a motion to approve the ordinance as presented.

Councilmember Littlejohn seconded the motion, which carried unanimously 6 to 0.

XI. Staff Updates

City Manager Chris Story reminded Council and those in attendance about the Veteran's Day Parade on November 11 at 4:00p.m. He also advised Council that tonight (November 10) will be the first night of the season for the Emergency Cold Shelter to be open.

XII. City Council Updates

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

Councilmember Smith made a motion to adjourn to executive session.

Councilmember Fulmer seconded the motion, which carried unanimously 6 to 0.

Council adjourned to executive session at 6:44p.m.

XIII. 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.

B. An Executive Session Pursuant to Section 30-4-70(a)(5) of the South Carolina Code of Laws to Discuss Matters Relating to an Economic Development Project.

C. An Executive Session Pursuant to Section 30-4-70(a)(1) of the South Carolina Code of Laws to Discuss a Personnel Matter.

Council convened to regular session at 8:12p.m. Mayor Rice stated that discussions were held with no decisions made.

XIV. Adjournment

Councilmember Smith made a motion to adjourn the meeting.

Councilmember Salley seconded the motion, which carried unanimously 6 to 0.

The meeting adjourned at 8:13 p.m.


Christie B. Lindsey, City Clerk



REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, City Manager

SUBJECT: Resolution Authorizing Implementation of Trail Infrastructure Improvements
Funded by the R.A.I.S.E. Grant

DATE: November 20, 2025

Spartanburg County and PAL: Play Advocate Live Well have collaborated to bring substantial improvement and expansion to the Daniel Morgan Trail network in Spartanburg. These new amenities will connect several neighborhoods and substantially improve the alternative transportation infrastructure in the community. To date we have been a collaborative partner but to ensure the project is successful, we will need to engage more deeply in some of the logistical work necessary for implementation.

The attached resolution will confirm our intent to maintain the new infrastructure and enable staff to proceed with acquisition of the necessary easements. We recommend your approval and welcome any questions you may have.

A RESOLUTION
AUTHORIZING THE CITY MANGER TO IMPLEMENT R.A.I.S.E. GRANT FUNDED
ENHANCEMENTS TO THE DANIEL MORGAN TRAIL NETWORK IN THE CITY IN
PARTNERSHIP WITH SPARTANBURG COUNTY AND PAL: PLAY. ADVOCATE. LIVE
WELL.

WHEREAS, the Spartanburg City Council recognizes the importance of expanding recreational opportunities and promoting healthy lifestyles for residents and visitors; and

WHEREAS, the development of a bike and walking path system will enhance connectivity, encourage outdoor activity, and support economic development through increased tourism and community engagement; and

WHEREAS, the R.A.I.S.E. Grant secured by Spartanburg County represents an unprecedented opportunity to build out trail connections among a number of neighborhoods in the City identified as high-priority areas of investment; and

WHEREAS, the City Council desires to cooperate fully with its partners, Spartanburg County and PAL: Play. Advocate. Live Well., in the realization of this bold vision for completing an alternative transportation network;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPARTANBURG:

1. The City affirms its commitment to maintain trail and related infrastructure funded by the R.A.I.S.E. grant to ensure their safe use.
2. The City Manager is hereby authorized and directed to utilize available legal and financial options to acquire necessary rights-of-way and/or easements in the manner consistent with other public infrastructure projects. The City Manager is hereby authorized to execute related documents.
3. The City Manager shall provide periodic updates to the City Council regarding timely execution of this important project.
4. This Resolution shall take effect immediately upon adoption.

DONE AND RATIFIED This _____ day of _____, 2025.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



REQUEST FOR CITY COUNCIL ACTION

TO: Chris Story, City Manager
FROM: Martin Livingston, Community Development Director
SUBJECT: Purchase of Vacant Properties located at Home Street and Hart Street
DATE: November 24, 2025

BACKGROUND:

Cornerstone Baptist Church, the current owner of parcels located at Home Street, Tax Map Parcel Number: 7-16-06-289.00, and Hart Street, Tax Map Parcel Number: 7-16-06-315.00, has indicated its interest in selling these parcels of land to the City of Spartanburg. The property is situated in the Liberty Heights Neighborhood, which is .2 miles from CC Woodson . At this time, there are no specific development plans in place; however, the land is intended to be land banked. Positioning the property for upcoming residential development opportunities that will contribute to the overall growth and improvement of the community. The City owns the property that divides the two parcels. The two properties have been appraised, and the purchase price is at or below the appraisal value.

ACTION REQUESTED:

Approval of resolution to purchase the property from: Cornerstone Baptist Church at Home Street, Tax Map Parcel Number: 7-16-06-289.00, and Hart Street, Tax Map Parcel Number: 7-16-06-315.00.

BUDGET & FINANCIAL DATA:

Purchase Price: \$23,000 for both parcels

\$12,000 7-16-06-289.00 (+/- .18 acres)

\$11,000 7-16-06-315.00 (+/- .17 acres)

Funding Account: Community Development Block Grant Funds (CDBG)

A RESOLUTION
APPROVING THE PURCHASE OF
PROPERTY AT HOME STREET and HART STREET
TAX MAP PARCEL NUMBER (7-16-06-289.00 and 7-16-06-315.00)

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, Cornerstone Baptist Church, has agreed to sell the vacant properties located at Home Street, Tax Map Parcel Number: 7-16-06-289.00, and Hart Street Tax Map Parcel Number: 7-16-06-315.00; and

WHEREAS, the City has determined that it is in the public interest to purchase the property located at Home Street, Tax Map Parcel Number: 7-16-06-289.00, and Hart Street, Tax Map Parcel Number: 7-16-06-315.00, from Cornerstone Baptist Church (the “Properties”).

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. Cornerstone Baptist Church 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 CITY COUNCIL ACTION

TO: Chris Story, City Manager

FROM: Martin Livingston, Community Development Director

SUBJECT: Transfer of Property – Scattered Sites

DATE: November 24, 2025

BACKGROUND:

Staff is requesting approval to transfer seven (7) lots in the in the Saxon-Farley, Northside, and South Converse neighborhoods for development of single-family homeownership units by Hawes Enterprises, LLC. Hawes Enterprises along with several other developers submitted proposals in response to a Request for Proposals (RFP) to build on city lots. The developer intends to build Nine (9) single-family homes for sale to eligible purchasers on the scattered site lots. Purchase prices will range from \$200,000 to \$240,000 and will be a minimum 3 bedrooms two baths at 1,300-1,600 Square feet.

The primary goal of Hawes Enterprises, LLC is to provide affordable housing to families at 80-120% of Area Median Income (AMI) or less. The company is a minority led developer that is working with partners throughout Spartanburg County to develop homeownership opportunities. Staff is requesting approval of the ordinance to transfer the properties to Hawes Enterprises, LLC and authorize the City Manager to execute a deed and development agreement for the development of the properties.

Property Address	Tax Map Number	Property Type	Sale Amount
300 Marion Avenue	7-16-03-290.00	Two Vacant lots	No cost
100 Maxwell Street	7-16-03-290.01	Two Vacant lots	No cost
227 Short Hill Street	7-11-04-086.00	Vacant lot	No cost
339 Preston Street	7-12-05-002.00	Vacant lot	No cost
846 Tweed Street	7-12-09-001.00	Vacant lot	No cost
225 Sunny Street	7-16-10-185.00	Vacant lot	No cost
132 Everett Street	7-16-11-047.04	Vacant lot	No cost

ACTION REQUESTED: Staff is requesting approval for the transfer of seven (7) properties to Hawes Enterprises, LLC. The City Manager would execute a deed and development agreement to transfer ownership of the property.

BUDGET AND FINANCIAL DATA: None available.

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT FOR THE TRANSFER OF SCATTERED SITE
PROPERTIES LOCATED IN THE FARLEY-SAXON, NORTHSIDE, AND SOUTH
CONVERSE NEIGHBORHOODS

WHEREAS, the city of Spartanburg (herein after the “City”) has, in certain instances, partnered with for-profit developers to develop affordable housing in the City; and

WHEREAS, the City has acquired, through donation or purchase, six parcels of property, to wit: 300 Marion Avenue (7-16-03-290.00); 100 Maxwell Street (7-16-03-290.01); 227 Short Hill Street (7-11-04-086.00); 339 Preston Street (7-12-05-002.00); 846 Tweed Street(7-12-09-001.00); 225 Sunny Street (7-16-10-185.00); 132 Everett Street (7-16-11-047.04); (herein after collectively the “Properties”); and

WHEREAS, Spartanburg City Council deems it advisable and beneficial for the public good to convey to Hawes Enterprises, LLC (herein after “Developer”) for the development of single family homeownership units; and

WHEREAS, Developer has engaged a team to improve the housing in the area in the immediate vicinity of the Properties.

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

Section 1. The City Manager is hereby authorized to enter into a development agreement in substantially the same form as that development agreement attached hereto and marked as Exhibit 1, with minor edits as he, in consultation with the City Attorney deem necessary, and (2) execute an option and any other documents necessary for the transfer of the properties to the Developer.

Section 2. That no current appraisal is required pursuant to Chapter 2, Article VII, Section 2-273 of the Code of Ordinances of the City of Spartanburg.

Section 3. The City of Spartanburg will enter into a development agreement with the Developer for the transfer and development of the property.

Section 4. The Developer will complete its due diligence to determine the feasibility and development concept within one hundred eighty (180) days of approval of the development agreement.

Section 5. The City Manager is authorized to sign the necessary documents to execute this transaction.

Section 6. This Ordinance shall become effective upon the date of enactment.

DONE AND RATIFIED this _____ day of _____, 2025.

Jerome Rice, Mayor

ATTEST:

Christie Lindsey, City Clerk

APPROVED AS TO FORM:

Robert P. Coler, City Attorney

___ / ___ / ___ 1st Reading

___ / ___ / ___ 2nd Reading

STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT
)	BETWEEN THE CITY OF
)	SPARTANBURG AND
COUNTY OF SPARTANBURG)	HAWES ENTERPRISES, LLC

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) for the project known as **SCATTERED LOT DEVELOPMENT 7** located in the City of Spartanburg, South Carolina, (hereinafter referred to as the “Subject Properties”) being more particularly described in **Exhibit A**, attached hereto and by this reference made part hereof; is entered into and made as of the 1st day of December, 2025, by and between the **CITY OF SPARTANBURG**, a South Carolina municipality, with an address of 259 E. Main Street, Spartanburg, South Carolina 29306 (hereinafter referred to as the “City”), and **HAWES ENTERPRISES, LLC**, a South Carolina for-profit (hereinafter referred to as the “Developer”).

W I T N E S S E T H

WHEREAS, the City has encouraged housing and economic development of the City of Spartanburg; and

WHEREAS, the City has from time-to-time entered into public-private partnerships which have resulted in substantial private investment; and

WHEREAS, the housing and economic development projects resulting from these partnerships have improved the economic vitality, increased the tax base, increased employment opportunities, and improved the physical appearances of the City of Spartanburg; and

WHEREAS, the City remains committed to the continued growth of its neighborhoods and continues to seek opportunities to achieve positive results for the Spartanburg Community; and

WHEREAS, the City now has the opportunity to secure significant additional private investment and economic benefit by entering into this agreement with the Developer; and

WHEREAS, the City has determined that the provision of certain economic development incentives and establishing certain terms and conditions are necessary to secure the investment commitment from Developer for the redevelopment of the Subject Properties; and

WHEREAS, the Developer intends to develop the Subject Properties for **affordable homeownership**; and

WHEREAS, the Developer desires to facilitate the orderly redevelopment of the Subject Properties in compliance with the laws and regulations of the City and of other governmental authorities, and the Developer desires to ensure that its redevelopment is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, upon request, a title search from a licensed attorney in the state of South Carolina verifying marketable title to the Subject Properties to be in the name of the Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended. This agreement will end on December 31, 2027, if no activity or development occurs on the properties. The developer agrees to return the lots to the City if no development occurs on the properties by December 31, 2027.

4. **Development of the Subject Properties.** The Developer will build **Nine (9) single-family homes for sale**. This Agreement is contingent on Developer commencing the development of the Subject Properties within one hundred and eighty (180) days from the execution of this Agreement. Once Developer has commenced the redevelopment of the Subject Property the City agrees to provide the following at the City's sole expense:

- a. The City agrees to contribute **Seven (7) properties** listed in Exhibit A for the purpose of development of single-family homes for sale.
- b. The City commits to provide clear title to the properties for the development.
- c. The City will make available the Spartanburg Home Buyer closing cost assistance program funds to eligible buyers at 100% or less of the Area Median Income (AMI) for the Spartanburg area.
- d. If the developer is unable to secure an affordable purchaser at 100% or less of the Area Median Income (AMI), the developer may make a request to the City in writing to seek buyers in the 120% of Area Median Income (AMI) or less, at least thirty (30) days after a certificate of occupancy has been issued by the City of Spartanburg Building Inspections Office.
- e. The City will place a lien, not to exceed \$10,000.00, on City lots to secure the City's investment and release the lien when the development meets the City's requirements.
- f. The City will provide several lots at no cost to the development if the developer meets the development agreement, unless otherwise noted. Reimbursement to the city will be required after the sale of property to an eligible buyer where noted.
- g. The city commits to providing the lots to the developer "as is". The developer is responsible for all permits, infrastructure, and site development cost.

5. **Developer Commitments.** The Developer intends to develop the property in the following manner:

- a. The developer intends to build **Nine (9) single-family homes for sale**.

- b. The developer agrees that the sales price of the homes to be built with a range of \$200,000 to \$240,000.
- c. Sales prices can increase not more than 30% subject to written approval of the City.
- d. The developer intends to make the properties available to an income eligible homebuyer at 100% or less of the Area Median Income (AMI) for the Spartanburg area, if possible.
- e. If the developer is unable to secure an affordable purchaser at 100% or less of the Area Median Income (AMI), the developer may make a request to the City in writing to seek buyers in the 120% of Area Median Income (AMI) or less, at least thirty (30) days after a certificate of occupancy has been issued by the City of Spartanburg Building Inspections Office. Reasonable accommodation will be made for marketing homes prior to construction start.
- f. The home to be built will meet the attached floor plan or front elevations included as Exhibit C. Other floor plans and elevations are acceptable with written approval from the City of Spartanburg.
- g. All homes to be built on crawl space foundations. Homes on slab foundations to be pre-approved in writing by the City of Spartanburg. Pickets and railings required for all front elevations.
- h. All foundations to be brick veneer or stucco. No exposed cinder blocks.
- i. Native landscaping and one canopy tree to be installed in the front of the home on the property, not in the right of way.
- j. Exhibit B provides a list of other design considerations.

6. **Development Permits/Fees.** The Developer is responsible for obtaining, permitting, and the payment of all fees for permitting the facilities and services for or to the Subject Property. The developer is responsible for all required utilities and site improvements.

7. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina.

8. **Resolution of Disputes.** Notwithstanding any provisions of this Agreement to the contrary, if a dispute or deadlock between City and Developer arises out of or relating to this Agreement or its breach, the City and the Developer shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute through mediation pursuant to the applicable Mediation Rules of the American Arbitration Association before having recourse to arbitration. The parties agree to conclude such mediation within 45 days of the filing of a request for mediation. Any dispute not resolved by mediation shall be decided by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association. Judgment on the arbitration award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. Any such mediation or arbitration shall be conducted in the upstate of South Carolina. The prevailing party in any dispute arising out of or relating to this Agreement or breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection with such arbitration or litigation. Any party may, without inconsistency with this Agreement, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending resolution of the merits of such claim through direct discussions, mediation or arbitration.

9. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

DEVELOPER:

Hawes Enterprises, LLC
Attention: Terrance Hawes
291 Promised Land Drive
Spartanburg, SC 29306
(864) 504-2664

CITY OF SPARTANBURG:

City Manager
Attention: Chris Story
City of Spartanburg,
PO Box 1749
Spartanburg, SC 29304

With a copy to:
City Attorney
Attention: Robert Coler
City of Spartanburg,
PO Box 1749
Spartanburg, SC 29304

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

10. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

11. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

12. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Developer and its successors and assigns in interest, and the City and its successors and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Spartanburg County Register of Deeds. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

13. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance

with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

14. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

15. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

16. **Recordation of Agreement.** The parties hereto agree that the City, at the City's expense, shall record an executed original of this Agreement with the Spartanburg County Register of Deeds.

17. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Developer shall execute this Agreement within ten (10) business days of City Council approval. This agreement will end on December 31, 2026, if no activity or development occurs on the property.

18. **Agreement; Amendment, Termination.** This Agreement supersedes all prior discussions and agreements between the parties with respect to the Subject Property. This Agreement contains the sole and entire understanding between the parties, and all other promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. Nothing in this Agreement exempts Developer from compliance with all local, state, and other authorized jurisdiction permitting processes, building codes, or other development standard of the City. This Agreement may not be amended, modified or changed, except by an instrument in writing and signed by all the parties. This Agreement may only be terminated with the consent of all parties hereto.

19. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Spartanburg County Register of Deeds.

20. **No Continuing Waiver.** The waiver of any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement.

City of Spartanburg

Hawes Enterprises, LLC

By: Chris Story
City Manager

By: Terrance Hawes
Owner / Principal / Managing Partner

APPROVED AS TO FORM:

Robert Coler
City Attorney

**Exhibit A
Subject Properties**

Property Address	Tax Map Number	Property Type	Sale Amount
300 Marion Avenue	7-16-03-290.00	Two Vacant lots	No cost
100 Maxwell Street	7-16-03-290.01	Two Vacant lots	No cost
227 Short Hill Street	7-11-04-086.00	Vacant lot	No cost
339 Preston Street	7-12-05-002.00	Vacant lot	No cost
846 Tweed Street	7-12-09-001.00	Vacant lot	No cost
225 Sunny Street	7-16-10-185.00	Vacant lot	No cost
132 Everett Street	7-16-11-047.04	Vacant lot	No cost

Exhibit B

The City of Spartanburg seeks to promote a broader variety of housing types including townhomes, apartments, and mixed-use developments in addition to traditional single-family development. Often referenced as a ‘City of Neighborhoods’, it is important that efforts with development partners align with the city goals to put neighborhoods first with thoughtful quality design.

The following elements are preliminary considerations which will expand to become a formal design framework. The intent is to help development partners achieve the city’s housing goal to create a wide variety of attractive housing options that will withstand the test of time and help preserve and enhance community character.

Site Considerations

- Start with neighborhood character in mind
- Block networks encouraged – internal circulation
- Avoid detention ponds at prominent locations on the site particularly the corners - elevate the corners
- Avoid the fortress effect along existing streets– in established areas reinforce the existing neighborhood context
- Ensure connectivity to existing and proposed sidewalks and trails. Anticipate future connections

Materials

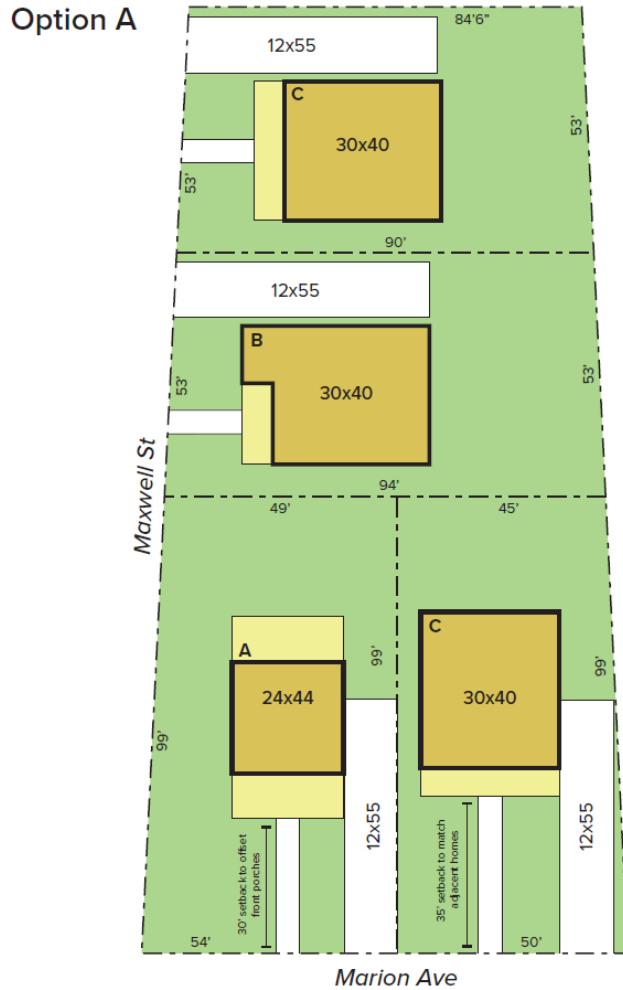
- Brick foundations required
- Mix of building materials encouraged - provide architectural differentiations in materials, textures, roof shape, and trim
- Driveway – consider reducing impervious surfaces. Incorporation of grass strips or pavers where possible
- Prohibited materials - Vinyl siding, non-pressure treated wood

Design

- Front porches or sufficient landings for seating are highly encouraged
- Rear loaded garages preferred, where possible or off-set front loaded garages from the primary structure & explore designs that minimize the prominence of garages
- Avoid creating a single plane façade – building articulation is required
- Incorporate active and passive space
- Screen HVAC units from the street – landscape buffer or low maintenance material
- Incorporate low maintenance landscaping with native plant species – trees, shrubs, and groundcover
- Ensure natural surveillance to provide visibility in open spaces. (CPTED principle- Crime Prevention through Environmental Design) – avoid creating tunnel spaces

Exhibit C
Floor Plans and Elevations

Hawes Enterprises Development: 300 Marion Ave

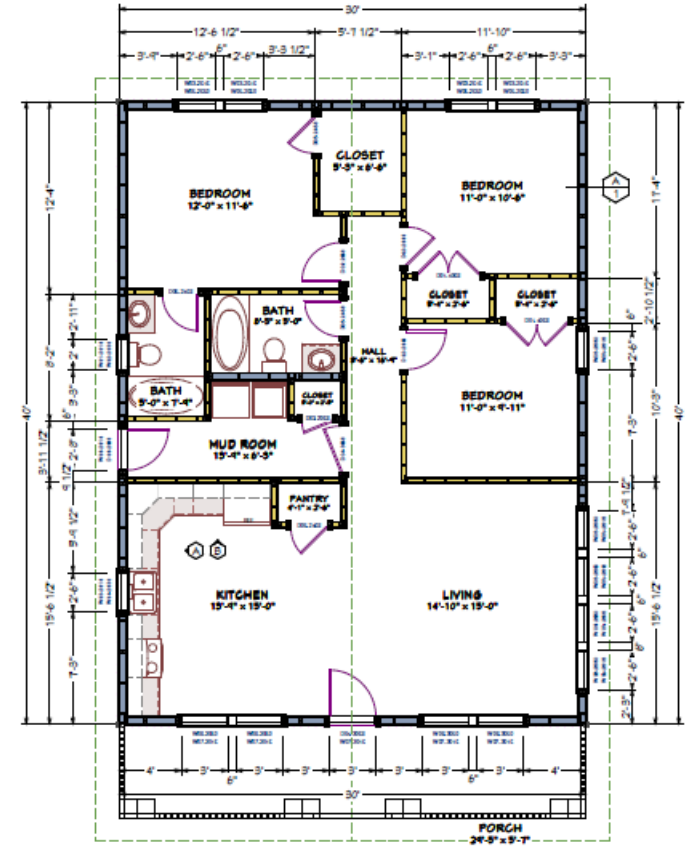
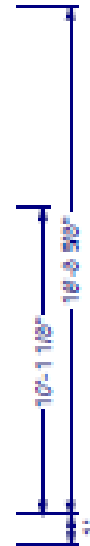


Disclaimer: This site plan was created for reference purposes only and is not an official document.

Exhibit C
Floor Plans and Elevations



FRONT ELEVATION
SCALE: 1/4" = 1'

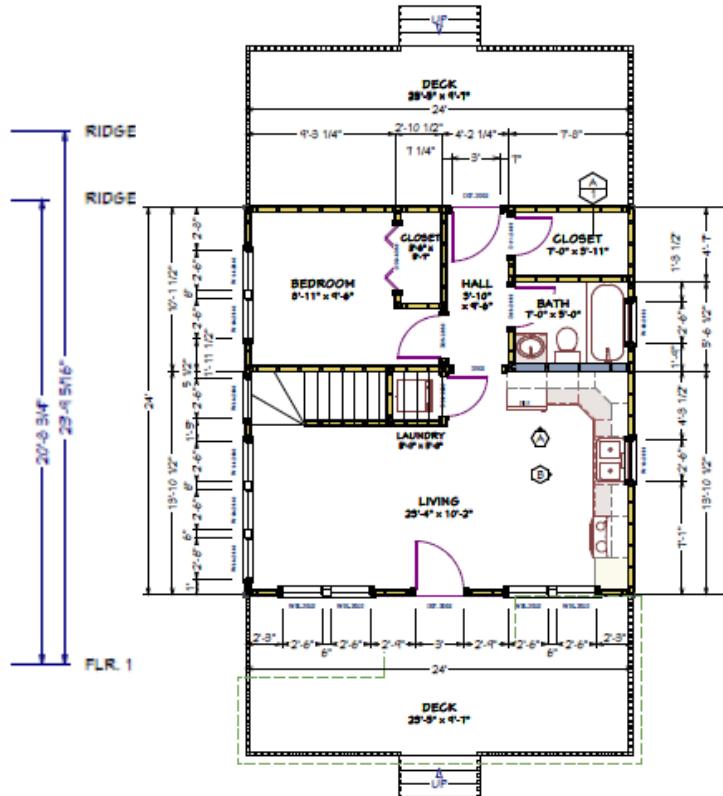


MAIN FLOOR PLAN
SCALE: 1/4" = 1'

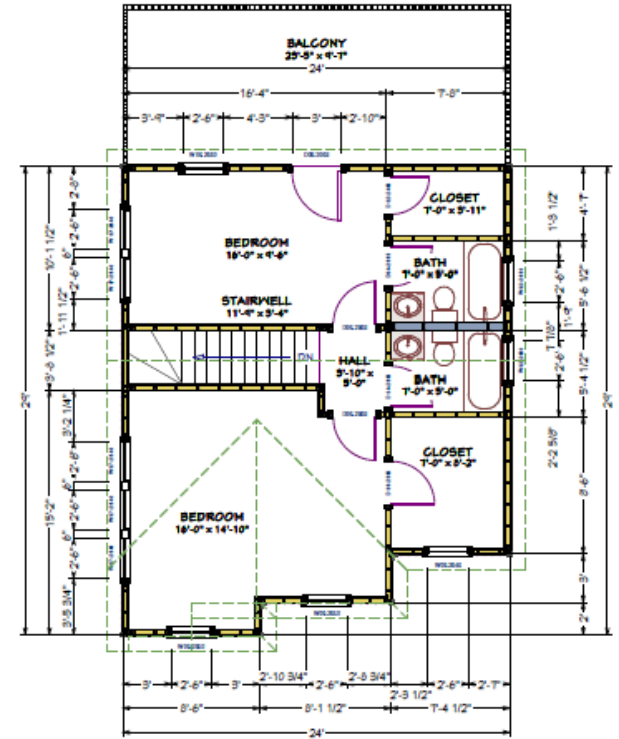
Exhibit C Floor Plans and Elevations



FRONT ELEVATION
SCALE: 1/4" = 1'

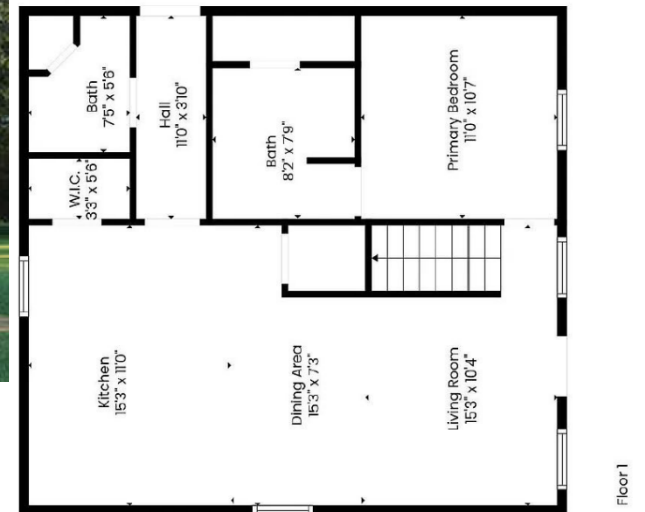
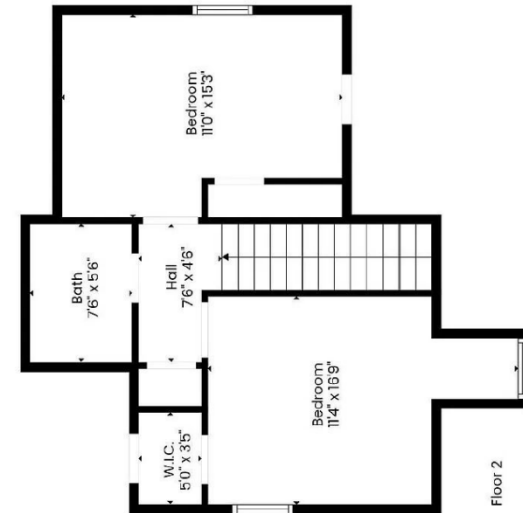


MAIN FLOOR PLAN
SCALE: 1/4" = 1'



2ND FLOOR PLAN
SCALE: 1/4" = 1'

Exhibit C
Floor Plans and Elevations





REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, City Manager

SUBJECT: Ordinance Authorizing Conveyance of Parcel 7-12-17-016.00 for Economic Development Purposes

DATE: November 20, 2025

Through a complex transaction carried out over the last two years, the City acquired a small parking lot at the northwest corner of Church and St. John Street from the General Services Administration of the United States Government. Our purpose in doing so was to enable the parcel to become a portion of a larger envisioned redevelopment of that prominent downtown corner. The attached ordinance would allow us to convey the property at market value, recover our cost, ensure that the parking remains publicly available until redevelopment occurs, and ensure the ability to reacquire the property should the larger envisioned redevelopment not occur.

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO EXECUTE DOCUMENTS FOR THE SALE OF
A PARCEL OF LAND AT THE N.W. CORNER OF N. CHURCH AND W. ST. JOHN
ST.

WHEREAS, The City acquired the parcel of land at the northwest corner of N. Church St. and W. St. John St. (Tax Map Number 7-12-17-016.00) (hereinafter the "Property") from the federal government in an exchange of structure maintenance for land with the intent to offer it for sale and subsequent redevelopment as part of a larger envisioned redevelopment of a prominent downtown corner; and

WHEREAS, the Property is currently a parking lot; and

WHEREAS, a viable buyer has expressed a desire to purchase the Property for an appropriate redevelopment project; and

WHEREAS, City Council deems it beneficial to the general welfare of the City and its residents for the City to sell the Property for redevelopment purposes.

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

Section 1. The City Manager is authorized to execute any and all documents necessary, including but not limited to the attached Purchase Sale Agreement identified as **Exhibit 1** to this Ordinance, to complete the sale of the Property. The attached Purchase Sale Agreement shall be executed in substantially similar form as attached hereto, with minor edits by the City Manager, after consultation with the City Attorney, hereby allowed. If either the City Manager or the City Attorney or both deem any edits to be more than minor, the proposed amendments to the Purchase Sale Agreement shall be presented to City Council for further approval.

Section 2. This Ordinance shall become effective upon the date of enactment.

DONE AND RATIFIED this ____ day of December, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Robert P. Coler, City Attorney

___ / ___ / ___ 1st Reading

___ / ___ / ___ 2nd Reading

REAL ESTATE PURCHASE AGREEMENT

Parcel of Real Property Located at the Corner of N. Church Street and E. St. John Street,
Spartanburg, SC; TMS# 7-12-17-016.00

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of the _____ day of _____, 2025 by and between **THE CITY OF SPARTANBURG, a political subdivision of the State of South Carolina** and/or its assigns ("Seller"), and **Springfield Road Properties, LLC, a South Carolina limited liability company and Waterville Investments, LLC, a South Carolina limited liability company** (collectively, the "Buyer").

Background

Seller is the owner of that certain parcel of real property located at the corner of N. Church Street and E. St. John Street in the City of Spartanburg, SC (Spartanburg County Tax Parcel Number 7-12-17-016.00) being more particularly described in Exhibit A attached hereto (the "Property").

Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer in accordance with the terms contained herein.

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 Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$575,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller by Buyer at Closing in the form of wire transfer or other immediately available funds at Closing.

1.2 Earnest Money Deposit. An earnest money deposit in the amount of One Thousand Dollars (\$1,000.00) (the "Earnest Money Deposit") shall be paid by Buyer to the Escrow Agent to be held in a non-interest bearing real estate trust account which shall be disbursed in accordance with the terms and conditions hereof and 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.

2. INSPECTION PERIOD AND CLOSING

2.1 Inspection Period. Buyer shall have an inspection period which begins on the Effective Date (as defined herein) and ends at 11:59 p.m. on the day which is fifteen (15) days after the Effective Date (the "Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all records of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, engineering surveys, geotechnical studies, conducting hazardous materials and wetlands inspections, tests and assessments, and otherwise conducting its due diligence review of the Property. Seller shall cooperate with Buyer in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property and shall execute and deliver, upon request of Buyer, any and all applications, petitions and consents necessary for Buyer to obtain such approvals, at no cost and expense to Seller. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate

Buyer's due diligence. Seller shall give Buyer any authorizations in Seller's power to provide which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this Section shall survive the termination of this Agreement.

2.2 Buyer's Termination Right. Within the 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 Inspection Period. If Buyer terminates this Agreement within the 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 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.

2.3 Continuing Right of Inspection. After the Inspection Period and so long as Buyer has not terminated this Agreement, Buyer shall have the right to continue to conduct physical inspections and assessments of the Property on the terms and conditions set forth in Section 2.1 above.

2.4 Time and Place of Closing. Closing shall take place at the offices of Buyer's attorney and/or title company or via mail on or before December 31, 2025 (the "Closing Date").

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

2.6 Closing Costs.

Seller shall pay: (i) transfer tax on the deed; (ii) the costs of recording the deed and any curative title documents; and (iv) Seller's attorneys' fees.

Buyer shall pay: (i) costs of survey, if any; (ii) title insurance premiums, if any; (iii) costs of any inspections deemed necessary by Buyer; and (iv) Buyer's attorneys' fees.

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 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 nor has the Property contained 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. 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. 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 Inspection Period, Buyer may order a current survey of the Property. Buyer shall have until the end of the 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 (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) Resolution 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 Lease/License and Repurchase Agreement (as defined hereinbelow).

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 \$10,000.00, 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 Buyer:	Springfield Road Properties, LLC Attn: Donald B. Wildman 220 N. Church Street, Suite 4 Spartanburg, SC 29306
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Phone: (864) 582-8121
Email: dwildman@jsjwlaw.com

As to Seller: 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 binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

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 1031 Exchange. Seller acknowledges that Seller is acquiring the Property as replacement property in connection with a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, Seller agrees that it will cooperate with Buyer to effect a tax-free exchange in accordance with the provisions of Section 1031 of the Code and the regulations promulgated with respect thereto. Buyer shall be solely responsible for any additional fees, costs or expenses incurred in connection with the like-kind exchange contemplated by this paragraph, and Seller shall not be required to incur any debt, obligation or expense in accommodating Buyer hereunder. In no event shall Buyer's ability or inability to effect a like-kind exchange, as contemplated hereby, in any way delay the Closing or relieve Buyer from its obligations and liabilities under this Agreement. Buyer hereby agrees to indemnify and hold harmless Seller from any liability, losses or damages incurred by Seller in connection with or arising out of the Section 1031 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. All Earnest Money shall be held by Escrow Agent in accordance with the terms of the Escrow Agreement attached hereto.

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 Lease/License. At Closing Buyer and Seller shall execute a "Lease/License" containing the following pertinent terms: (i) Seller shall continue to operate, maintain and manage the Property after the Closing Date as a public parking lot for a period of time commencing of the Closing Date and expiring on that date which is thirty (30) days after written notice of termination from Buyer stating that Buyer requires possession and control of the Property in order to commence with the development of the Property because development of the Property is imminent and physical development, which will not be possible if the public parking lot remains, will begin within 60 days of said written notice; (ii) there shall be no rent or license fee due from Seller to Buyer under the Lease/License; provided that Seller ensures that no property tax bill is issued or due with respect to the Property throughout the term of the Lease/License; and (iii) Seller shall ensure that the Property is adequately insured against loss or damage and that a general liability policy remains in place throughout the term of the Lease/License naming Buyer as additional insureds / loss payees.

8.16 Repurchase Right. At Closing Buyer and Seller shall execute a "Repurchase Agreement" containing the following pertinent terms: (i) that Seller may repurchase the Property from Buyer if a commercial development project reasonably acceptable to Seller is not commenced by Buyer and/or its assignee which includes the Property (or contemplates the inclusion of the Property in a future phase) within ~~five (5)~~four (4) years of the Closing Date. For the purposes of the Repurchase Agreement, "commencement of a commercial development project reasonably acceptable to the Seller" shall mean obtaining a land disturbance and/or building permit for such project; and (ii) the price for such repurchase shall be the then-appraised value of the Property determined by an appraiser selected by both Buyer and Seller. If the parties cannot agree upon the appraiser, both parties may submit an appraisal and the

repurchase price shall be the average of the two (2) appraisals. The Repurchase Agreement shall not be recorded in the public records without the consent of Buyer.

[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.

SELLER:

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

By: _____
Name: _____
Title: _____

Date: _____

BUYER:

WATERVILLE INVESTMENTS, LLC
a South Carolina limited liability company

By: _____
Name: William Douglas Smith
Title: Manager

Date: _____

AND

SPRINGFIELD ROAD PROPERTIES, LLC
a South Carolina limited liability company
By: Ivey, L.P., its Sole Member
By: Ivey Management Company, LLC its General Partner

By: _____ (SEAL)
Donald B. Wildman, Manager

Date: _____

EXHIBIT A

Description of the Property