



CITY OF SPARTANBURG
SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, February 9, 2026
5:30 PM

- I. **Moment of Silence**
- II. **Pledge of Allegiance**
- III. **Swearing In of City Councilmember Brown**
 - A. **The Honorable Erica Brown-Council District 6**
Oath of Office Administered by Mrs. Natalie Ritz-Brown
Assisted by Ms. Abigail Ridings
Comments by Councilmember Brown
- IV. **Approval of the Minutes of the January 12, 2026 Meeting**
- V. **Approval of the Agenda of the February 9, 2026 Meeting**
- VI. **Public Comment**
- VII. **2025 Crime and Policing Statistics**
Presenters: Alonzo Thompson, Chief, Spartanburg Police Department
Jennifer Kindall, Deputy Chief, Spartanburg Police Department
- VIII. **Resolutions**
 - A. **A Resolution Certifying an Abandoned Building Site Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, Regarding the Property Located at 1 Mandala Lane, Spartanburg, SC, Bearing Tax Map Number 7-08-09-092.00 for the purpose of enabling application for credits against SC State Income Taxes.. Resolution # 2026-002**
Presenter: Chris Story, City Manager

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

IX. Ordinance

- A. An Ordinance Authorizing the City Manager to Execute an Agreement for the Lease and Sale of Property Located at 362 Union Street, Spartanburg, SC, Bearing Tax Map Number 7-12-15-336.00.
(First Reading) Ordinance # 2026-001
Presenter: Martin Livingston, Community Development Director**

X. Public Hearing

- A. An Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance and Comprehensive Plan Land Use Element, By Amending Section, 206, Changes to District Boundaries, Specifically, the Property Located at 1619 John B. White Sr. Blvd (TMS# 6-21-13-061.00) from the Current Zoning R-15, Single Family Residential, to B-1, Neighborhood Shopping District, and Providing for Severability and an Effective Date.
Ordinance # 2026-002
Presenter: Fredalyn Frasier, Planning Director**

XI. Staff Updates

XII. City Council Updates

XIII. Executive Session

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

XIV. 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.



REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, City Manager

SUBJECT: Resolution Authorizing Abandoned Building Certification for 1 Mandala Lane
(Parcel 7-08-09-092.00)

DATE: January 21, 2026

1 Mandala Lane is a long vacant commercial building just off N. Church Street near the hospital. The owner, John Moore and his associates, have approached the City about renovating and reactivating the property in a manner that is consistent with our goals for community and economic development. The project qualifies for the SC Abandoned Building Tax Credits against SC Income tax. This incentive will enable the project to be economically viable. The project will strengthen the tax base for the City and for the School District while furthering our small and minority business development goals.

We recommend your approval and look forward to any questions you may have.

RESOLUTION

Certifying as an Abandoned Building Site pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the 1 Mandala Lane, Tax Map Parcel # 7-08-09-092.00.00 for the purpose of enabling application for credits against SC State Income Taxes

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act (the “Act”) was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain South Carolina income taxes or fees; and

WHEREAS, the property owner desires redevelop the site for future new commercial use in a manner which is consistent with the City’s economic and community development goals; and

WHEREAS, the Property is located within the city limits of Spartanburg, South Carolina.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. The owner has submitted to the City a request to certify the property pursuant to Section 12-67-160 of the Act (the “Request to Certify”).

Section 2. The City has reviewed the Request to Certify and supporting documentation, conferred with the Owner, and conducted its own review of the Property.

Section 3. The City hereby certifies the property for application to SC Department of Revenue for credits against certain state income taxes and fees.

Section 4. This Resolution shall be become effective upon the date of enactment.

DONE AND RATIFIED this 26th day of January, 2026.

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: Lease and Sale of Commercial Property
DATE: January 26, 2026

BACKGROUND:

Staff is requesting approval of a lease purchase agreement for the vacant lot located at 362 Union Street to the Lemonade Chick, LLC. The owners, Terry and Lushinda Greene have developed a home-based retail and wholesale business that intends to expand on Union Street. It has been the goal of the city to assist in the expansion of minority-owned small businesses that have the potential to grow locally. The Lemonade Chick, LLC started as a small business and has seen expansion possibilities by purchasing a new location for their organization.

The business has secured a purchase agreement for a property located at 388 Union Street and are seeking parking adjacent to their potential new location. The city's lease purchase agreement includes provisions for the purchase of the existing frontage since the city's property is landlocked and does not have the ability to be a stand-alone facility without adjacent frontage. A parking plan is required prior to purchase that would provide parking spaces for customers and employees. Initial estimates are four parking spaces needed for mostly employees.

The city property has an appraisal value of \$28,000 determined by an independent local appraiser. Staff determined the sales price of the city property by adding 3% annually (current inflation rate) for five years, which created an estimated sales price of \$32,500. Staff is requesting approval to allow the city manager to enter into a lease purchase agreement for the sale of 362 Union Street to the Lemonade Chick, LLC for the expansion of their business.

ACTION REQUESTED: Staff is requesting approval of an ordinance to authorize the City Manager to enter into a lease purchase agreement with the Lemonade Chick for the lease and sale of 362 Union Street.

BUDGET AND FINANCIAL DATA: Sales price: \$32,500.00

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT FOR THE LEASE AND SALE OF PROPERTY
LOCATED AT 362 UNION STREET FOR A NEW MINORITY BUSINESS
DEVELOPMENT.

WHEREAS, the city of Spartanburg (herein after the “City”) has, in certain instances, partnered with for-profit developers to assist with minority-owned small businesses in the City; and

WHEREAS, the City has acquired, through donation or purchase, 362 Union Street (7-12-15-336.00); and

WHEREAS, Spartanburg City Council deems it advisable and beneficial for the public good to convey to Lemonade Chick, LLC (herein after “Business”) for the use of the property as a local manufacturing and distribution facility; and

WHEREAS, The Business has engaged a team to improve the property and in the area in the immediate vicinity of the property.

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 lease purchase agreement in substantially the same form as that lease purchase 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 Business.

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 lease purchase agreement with the Business for the lease and purchase of the property.

Section 4. The Business owner has completed its due diligence to determine the feasibility and development concept within one hundred eighty (180) days of approval of the lease purchase agreement.

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

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

DONE AND RATIFIED this _____ day of _____, 2026.

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)
)
COUNTY OF SPARTANBURG)

LEASE PURCHASE AGREEMENT
392 UNION STREET

THIS CONTRACT MADE in the City of Spartanburg, County of Spartanburg, State of South Carolina effective **November 1, 2025**, and ending **December 31, 2030**, by and between **The Lemonade Chick** (the Purchaser), and the **City of Spartanburg**, (the City or Seller).

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to buy from Seller the Property (as defined below),

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

1. **PROPERTY.** Purchaser agrees to buy and Seller agrees to sell and convey all of Seller's right, title and interest in and to those certain pieces, parcels or tracts of land located at 392 Union Street, that portion is more specifically depicted in the attached Exhibit 1, bearing Tax Map Numbers: a portion of 7-12-15-307.00, respectively, together with all improvements thereon, and all entitlements, rights, privileges, and easements appurtenant thereto (collectively, the "Property"). The Property is more fully depicted on the attached Exhibit A. THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" WITH NO REPRESENTATION, EXPRESS OR IMPLIED, BY SELLER AS TO THE CONDITION OF THE PROPERTY, ITS STRUCTURES, SUBSURFACE SOILS, GROUND WATER, HAZARDOUS MATERIALS, CONTAMINATION, OR SUITABILITY FOR PURCHASERS INTENDED USES.
2. **PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") shall be the base purchase price of Thirty-two Thousand, Five Hundred Dollars (\$32,500.00). The Purchase Price, or balance remaining after the required earnest money, termination fee, and installment payments described in the following paragraph, shall be paid to Seller at Closing in cash, by wire transfer or other good funds.
3. **EARNEST MONEY AND TERMINATION FEE.** Within two (2) business days of the Effective Date, Purchaser shall deposit with **Howard Kinard of Johnson, Smith, Hibbard & Wildman Law Firm** (the "Escrow Agent") the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "Earnest Money"). The Earnest Money shall be applicable to the Purchase Price at Closing and shall not be refundable after the Inspection Period.
4. **LEASE PURCHASE TERMS.** Purchase is to pay the following for the use of the property annually on January 1, of every year:
 - Year 2026. Make a payment of \$1.00 for the lease of the property.
 - Year 2027. Make a payment of \$1.00 for the lease of the property.
 - Year 2028. Make a payment of \$1.00 for the lease of the property.
 - Year 2029. Make a payment of \$1.00 for the lease of the property.
 - Year 2030. Make a payment of \$1.00 for the lease of the property.
 - Year 2031. Purchase of the property for not less than the purchase price as described above.

AT ANY TIME PRIOR TO THE SATISFACTION OF THE PURCHASE PRICE BY THE BUYER IN FULL, SELLER MAY TERMINATE THIS AGREEMENT AND RETURN TO BUYER ALL MONIES PAID TO SELLER RELATED TO THIS AGREEMENT.

5. **DEMOLITION OF SITE.** Not later than **August 1, 2027**, Purchaser shall, at its own costs: demolish and remove all structures, foundations, infrastructure, and improvements whatsoever on the Property to the satisfaction of Seller, who shall in its sole discretion determine whether demolition is complete. Furthermore, Seller retains the right, in its sole discretion, to undertake or cause demolition of the Property at any time after the Effective Date. In the event Seller undertakes or causes demolition of the Property, Buyer shall pay Seller the sum of One Hundred Thousand Dollars ("Demolition Fee") within six (6) months of Seller notifying Buyer, in its sole discretion, that demolition is complete. For clarity, the Demolition Fee is over and above the Purchase Price and payment of Demolition Fee does not reduce the Purchase Price.

6. **INSPECTION OF PROPERTY.**
 - a. Commencing on the Effective Date and continuing through **March 1, 2025** (the "Inspection Period") Purchaser shall have the right to make investigations, examinations, inspections, market studies, feasibility studies, and tests relating to the Property and the operation thereof in order to determine, in Purchaser's sole discretion, the suitability of the Property for acquisition by Purchaser. Purchaser shall have the right to terminate this Agreement at any time prior to the expiration of the Inspection Period by giving written notice to Seller of such election to terminate, pursuant to which, the Earnest Money paid by Purchaser theretofore shall be refunded to Purchaser. Upon termination by Purchaser under this Section, except as expressly provided to the contrary in this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement.

 - b. During and after the Inspection Period, Purchaser and its agents, engineers, and representatives, with Seller's reasonable cooperation, shall have the privilege of going upon the Property as needed to inspect, examine, test, and survey the Property at all reasonable times and from time to time; provided, however, Purchaser shall give Seller at least 24 hours' notice before it, or anyone on its behalf, enters the Property. Purchaser's inspection privilege shall include the right to make borings and other tests to obtain information necessary to determine surface and subsurface conditions. Purchaser hereby agrees to hold Seller harmless from any liens, claims, liabilities, and damages incurred through the exercise of such privilege (but excluding any claims arising out of a release of existing or in-place hazardous or toxic substances on or under the Property), and Purchaser further agrees to repair any damage to the Property caused by the exercise of such privilege (excluding any damage arising out of a release of existing or in-place hazardous or toxic substances on or under the Property). The agreements and provisions of the preceding sentence shall expressly survive any termination of this Agreement.

 - c. Seller shall deliver to Purchaser within three (3) days of the Effective Date, copies of the following to the extent in Seller's possession regarding the Property: (i) boundary surveys and (ii) all environmental reports. Seller shall provide Purchaser

copies of any additions, modifications, or terminations to any of the foregoing prior to Closing.

7. **TITLE INSPECTION; SURVEY.** During the Inspection Period, Purchaser shall have the right to (i) conduct a title search of and obtain a title commitment for the Property ("Title Commitment"), (ii) obtain a survey of the Property ("Survey"), and (iii) notify Seller in writing of any defects or objections affecting the record marketability of the title to the Property or otherwise unacceptable to Purchaser. Seller shall then notify Purchaser in writing within ten (10) days after receipt of Purchaser's title objection letter of its election to either cure or decline to cure such defects or objections. In the event that Seller elects to cure a defect or objection, Seller shall have until the Closing Date (as hereinafter defined) to cure such survey or title defects and objections and shall, in good faith, exercise reasonable diligence to cure such defects and objections. If Seller declines to cure such defects and objections or Seller elects to cure such defects or objection but fails to satisfy, despite its reasonable diligence to do so, such defects or objections within such time period, then, at the option of Purchaser, as Purchaser's sole options in connection with matters of title and survey, (i) Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller; pursuant to which, the Earnest Money paid by Purchaser theretofore shall be refunded to Purchaser, and Purchaser and Seller shall have no further rights, obligations, or liabilities hereunder, except as may be expressly provided to the contrary herein; or (ii) Purchaser shall have the right to accept title to the Property subject to such defects and objections with no reduction in the Purchase Price.

8. **CLOSING.**

a. Closing Date. Unless otherwise mutually agreed by the parties, and subject to the conditions set forth in this Agreement, the purchase and sale contemplated hereunder shall be consummated at the closing (the "Closing") which shall take place on or prior to **January 31, 2031**.

b. Seller's Deliveries. Seller shall deliver the following items at Closing:

- i. Limited warranty deed based on the legal description of the Property in Seller's vesting deed(s) and otherwise satisfactory in form and substance to Purchaser and Purchaser's title insurance company (the "Title Company"), conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions (unless waived by Purchaser as set forth herein);
- ii. A quit claim deed based on the legal description set forth in the Survey obtained by Purchaser as permitted herein;
- iii. Settlement Statement agreeable to all parties;
- iv. Tax Compliance Certificate of Seller issued by the South Carolina Department of Revenue or an affidavit in lieu thereof in accordance with SC Code Section 12-54-124;
- v. An Owner's Affidavit, lien waiver and/or other agreements, affidavits, or indemnities satisfactory for the purposes of removing the "standard" exceptions from the Owner's Title Insurance Policy for the Property and providing a gap indemnity;
- vi. Residency/Non-Resident Withholding Affidavit;

- vii. Termination and/or satisfactions of any real estate liens or other instruments or agreements to be canceled pursuant to the terms of this Agreement, in form appropriate for cancellation of record;
- viii. Evidence satisfactory to Purchaser and the Title Company that Seller is duly fanned, validly existing and in good standing under the laws of the State of South Carolina and that the documents listed herein requiring execution by Seller have been duly and validly authorized, executed and delivered by Seller; and
- ix. Such other documents as reasonably requested by Purchaser, Purchaser's counsel or the Title Company in connection with the consummation of the transaction contemplated by this Agreement.
- x. Exclusive possession of the Property;
- c. Purchaser's Deliveries. Purchaser shall deliver the following items at Closing:
 - i. Purchase Price, less the Earnest Money (except as otherwise set forth herein), and otherwise subject to the pro-rations and adjustments set forth herein.
 - ii. Settlement Statement agreeable to all parties;
 - iii. Sale of the property is subject to the purchase of adjacent property for the use as a retail and wholesale business;
 - iv. A parking plan and description of the maximum parking spaces is required prior to purchase of the property;
 - v. Such other documents as shall be reasonably required by Seller or Seller's counsel.
- d. (e) Closing Costs.
 - i. Seller shall pay transfer tax (statutory deed recording fee) based on the Purchase Price; satisfaction and release of any and all loans secured by the Property, including any prepayment fees; satisfaction and release of all other liens encumbering the Property, if any; Seller's attorneys' fees; and fees and/or commissions due to brokers representing Seller, if any.
 - ii. Purchaser shall pay for all expenses relative to the Purchaser's right to conduct inspections; title search costs and premiums for owner's and/or lender's title insurance policies; survey costs; all expenses relative to any financing obtained by Purchaser; recording of deeds; and Purchaser's attorneys' fees; and fees and/or commissions due to brokers representing Purchaser, if any.
 - iii. All real estate taxes for the year during which the Closing occurs shall be prorated as of the Closing Date, based on the then current year's tax bills, or if unavailable, on the prior year's tax bills, in which event, the parties agree to promptly reconcile the tax proration post-closing upon receipt of the actual tax bill. Rollback taxes assessed against the Property, if any, shall be the responsibility of Purchaser. This provision shall survive Closing.

9. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser that:

- a. Status and Authority. Seller is an LLC duly formed, validly existing and in good standing under the laws of the State of South Carolina. Seller has all necessary authority and power to enter into this Agreement and to consummate the transaction contemplated by this Agreement, and no consent or approval of any other party or person, entity, or governmental or regulatory body is required in

connection with the execution, delivery, performance, observance, validity or enforceability of this Agreement and the transaction contemplated hereby which has not been obtained by the Seller.

- b. Title. Seller is the record owner of the Property. Except as set forth below, Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except as set forth in any documents recorded in the office of Register of Deeds for Spartanburg County which affect the Property, or as disclosed in this Agreement.

- 10. CONDEMNATION AND CASUALTY.** In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, Purchaser, at its option, shall have the right to terminate this Agreement and receive the Earnest Money. If Purchaser does not elect to terminate the Agreement, Seller shall assign all rights to the condemnation proceeds to Purchaser at Closing, in which case there shall be no reduction in the Purchase Price.
- 11. PURCHASER'S DEFAULT.** In the event of default by Purchaser under the terms of this Agreement, Seller's sole and exclusive remedy shall be to retain the Earnest Money and Installment Payments as liquidated damages and thereafter the parties hereto shall have no further rights or obligations hereunder whatsoever, except with respect to any indemnification provision that expressly survives termination hereof. It is hereby agreed that Seller's damages will be difficult to ascertain and that the Earnest Money and Installment Payments constitute a reasonable liquidation thereof and are intended not as a penalty, but as fully liquidated damages.
- 12. SELLER'S DEFAULT.** In the event of default by Seller under the terms of this Agreement, except as otherwise specifically set forth herein, at Purchaser's option: (i) Purchaser may terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately returned to Purchaser, and the parties hereto shall have no further rights or obligations hereunder whatsoever, except with respect to any indemnification or other provisions that expressly survive termination hereof,
- 13. BROKERS.** Seller represents and warrants to Purchaser that Seller has dealt with no brokers and no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or the Property to any persons claiming through Seller. Purchaser represents and warrants to Seller that it has dealt with no brokers, other than Woodrow W. Willard, Jr. ("Purchaser's Broker") and no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or the Property to any other persons claiming through Purchaser, other than to Purchaser's Broker, the brokerage fees or real estate commission payable thereto shall be paid by Purchaser at Closing. Each of Seller and Purchaser agrees to defend, indemnify, and hold harmless the other party from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees or commissions through Seller or Purchaser, respectively. The indemnities set forth in this Section shall survive Closing or any earlier termination of this Agreement.
- 14. NOTICES.** Except as specifically set forth in Section 5(b), above, all notices under this Agreement shall be in writing and shall be delivered personally, sent by Federal Express or other comparable overnight delivery courier, sent by First Class Mail, return receipt

requested, or by email, with an original to follow by regular mail, to the addresses set forth below. Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, if delivered by hand or by overnight courier, on the date of transmission if by email (provided duplicate notice is also sent by first class mail), or otherwise on the third (3rd) business day following the postmark date of such notice or other communication. Counsel for the parties may send notices on behalf of their clients.

PURCHASER:

Attention: Terry Greene
Attention: Lushinda Dawkins
Lemonade Chick
1432 Dover Road, Apt E
Spartanburg, SC 29301
Phone: (864) 621-8355
Phone: (864) 621-2613

CITY OF SPARTANBURG:

Attention: Chris Story
City Manager
City of Spartanburg
PO Box 1749
Spartanburg, SC 29304
Phone: (864) 596-2000

With a copy to:

Attention: Robert Coler
City Attorney
City of Spartanburg
PO Box 1749
Spartanburg, SC 29304

15. MISCELLANEOUS PROVISIONS

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.
- b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
- c. Assignment. Purchaser shall not be entitled to assign this Agreement without the prior written consent of Seller, provided, however, Purchaser may assign this Agreement without the consent of Seller to an affiliate formed to take title to the Property.
- d. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.
- e. Section Headings, Number and Gender. The Section headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of any Section. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- f. Time of Essence. Time is of the essence under this Agreement with respect to the performance of the obligation of the parties under this Agreement.

- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which collectively shall constitute one agreement.
- h. Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- i. Attorneys' Fees. In the event suit is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs incurred out of court, in the trial court, on appeal or in bankruptcy or

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

IN THE PRESENCE OF:

CITY OF SPARTANBURG:

PURCHASER:

By: Chris Story
City Manager

By: Terry Greene
Owner/CEO/Partner

PURCHASER:

By: Lushinda Dawkins
Owner/CEO/Partner

APPROVED AS TO FORM:

Bob Coler
City Attorney

EXHIBIT I





COUNCIL ACTION FORM

TO: Chris Story, City Manager

FROM: Fredalyn M. Frasier, Planning Director

DATE: January 26, 2026

SUBJECT Public Hearing: Rezoning request of a property addressed 1619 John B. White Sr. Blvd. (TMS: 6-21-13-061.00) from the current zoning R-15, Single Family Residential, to B-1, Neighborhood Shopping District, to accommodate the development of a drive-thru coffee shop development.

APPLICANT/OWNER

Owner: Ruth Hildmon / Applicant: TWP Acquisitions, LLC / Agent: Brandon Kublabow

OVERVIEW

The project site is an approximately 47,045 square foot (1.08 AC) parcel located at 1619 John B. White Sr. Blvd. The parcel borders John B. White Sr. Blvd. to the north and Knollwood Dr. to the south. The applicant has requested approval of rezoning from a residential zoning designation of R-15, Single Family Residential, to a commercial zoning designation of B-1, Neighborhood Shopping Center.

Parcels to the north of the project site across John B. White Sr. Blvd. include retail and commercial properties that currently have a zoning designation of B-1, Neighborhood Shopping Center. The lots adjacent to the project site to the east and west are both currently zoned B-1, Neighborhood Shopping Center. Lots south of the project site and across Knollwood Dr are in Spartanburg County and are primarily residential.

SUMMARY

Public notice was advertised in the Spartanburg Herald Journal, and letters were sent by certified and regular mail to property owners within a 400 ft. radius of the subject property per the City Ordinance. A total of 34 notices were sent to property owners. The property was also posted for the Planning Commission and City Council public hearings.

Additionally, the required Public Informational meeting was hosted on Tuesday, January 6, 2026, at 5:30 PM at C.C. Woodson Community Center to provide details about the zoning designation request and to address any comments and concerns. No nearby property owners attended the meeting
No public comments were received.

On **January 15, 2026**, the Planning Commission held a public hearing and reviewed a rezoning request for the property located at 770 Howard Street (TMS: 6-21-13-060.00).

PLANNING COMMISSION RECOMMENDATION

The Planning Commission approved, with a unanimous vote, the request to rezone property addressed 1619 John B. White Sr. Blvd. (TMS: 6-21-13-061.00) from the current zoning R-15, Single Family Residential, to B-1, Neighborhood Shopping District. No conditions were assigned.

ADDITIONAL INFORMATION

Included for Council review is the staff report from the Planning Commission meeting held on **January 15, 2026** along with and its attachments. Additionally, a proposed ordinance is enclosed for Council consideration in the event of approval.

BUDGET AND FINANCE DATA: N/A

AN ORDINANCE

TO AMEND THE CITY OF SPARTANBURG, SOUTH CAROLINA ZONING ORDINANCE AND COMPREHENSIVE PLAN LAND USE ELEMENT, BY AMENDING SECTION 206, CHANGES TO DISTRICT BOUNDARIES, SPECIFICALLY, THE PROPERTY LOCATED AT 1619 JOHN B. WHITE SR. BLVD. (TMS: 6-21-13-061.00) FROM THE CURRENT ZONING R-15, SINGLE FAMILY RESIDENTIAL, TO B-1, NEIGHBORHOOD SHOPPING DISTRICT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Spartanburg now finds that, upon further review, it is in the public interest that the land use designation for the parcel identified on the Official Zoning Map of the City of Spartanburg, South Carolina, dated August 6, 1973, as amended, by changing the zoning of property located 1619 John B. White Sr. Blvd. (TMS: 6-21-13-061.00) from the current zoning R-15, Single Family Residential, to B-1, Neighborhood Shopping District, to accommodate the development future redevelopment that is consistent with the Infill Growth Corridor Land Use.

WHEREAS, this zoning change eliminates a spot zoning condition would be compatible with surrounding land uses and corridor character, would not be detrimental to the public health, safety and welfare, and, further, would be in conformance with the Comprehensive Plan – Land Use and Community Character - Growth and Conservation Map.

WHEREAS, the Planning Commission held a public hearing on January 15, 2026, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request; and

WHEREAS, the Planning Commission, after consideration of the staff report, public comments, and the criteria set forth in Section 605 of the Zoning Ordinance, subsequently voted at that meeting to recommend to City Council approval of the zoning request as presented.

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

Section 1. Amendment. That the official zoning map of the City of Spartanburg, as referenced by Section 206 of the Zoning Ordinance to be, and the same hereby amended as follows:

All that property located at 1619 John B. White Sr. Blvd. (TMS: 6-21-13-061.00) from the current zoning R-15, Single Family Residential, to B-1, Neighborhood Shopping District.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the City Council of the City of Spartanburg, South Carolina.

DONE AND RATIFIED THIS _____ DAY OF _____, 2026.

Jerome Rice, Mayor

ATTEST:

Christie Lindsey, City Clerk

APPROVED AS TO FORM:

Robert P. Coler, City Attorney

___/___/___ (First Reading)

___/___/___ (Second Reading)

Application for Zoning Map Amendment

RZ-25-011-00004

<u>LANDOWNER</u>	<u>APPLICANT</u>	<u>AGENT</u>
Ruth Hildmon P.O. Box 170122 Spartanburg, SC 29301	TWP Acquisitions, LLC 1962 Howell Mill Rd Atlanta, GA 30318	Brandon Kublanow

<u>PARCEL DATA</u>	
<ul style="list-style-type: none"> ▪ Tax Map ID: 6-21-13-061.00 ▪ Existing Zoning District: R-15, Single Family Residential ▪ Proposed Zoning District: B-1, Neighborhood Shopping Center 	Overlay District: N/A

APPLICATION SUMMARY

The Planning Commission has received a rezoning request of a property addressed 1619 John B. White Sr. Blvd. (TMS: 6-21-13-061.00) from the current zoning R-15, Single Family Residential, to B-1, Neighborhood Shopping District, to accommodate the development of a drive-thru coffee shop development. **Owner: Ruth Hildmon / Applicant: TWP Acquisitions, LLC / Agent: Brandon Kublabow**

The project site is an approximately 47,045 square foot (1.08 AC) parcel located at 1619 John B. White Sr. Blvd. The parcel borders John B. White Sr. Blvd. to the north and Knollwood Dr. to the south. The applicant has requested approval of rezoning from a residential zoning designation of R-15, Single Family Residential, to a commercial zoning designation of B-1, Neighborhood Shopping Center.

Parcels to the north of the project site across John B. White Sr. Blvd. include retail and commercial properties that currently have a zoning designation of B-1, Neighborhood Shopping Center. The lots adjacent to the project site to the east and west are both currently zoned B-1, Neighborhood Shopping Center. Lots south of the project site and across Knollwood Dr are un-zoned, as they do not fall within the city limits of the City of Spartanburg.

REQUIRED FINDINGS

The City of Spartanburg requires rezoning applications to meet certain criteria and the Planning Commission must take the following findings of reasonable conformance in order to recommend a selection or designation of zoning:

Staff presents the following analysis relating to each of these required findings:

ANALYSIS OF REQUIRED FINDINGS

The Zoning Ordinance enables Council to change the Zoning Ordinance or Map following public notice and hearing. The Planning Commission reviews and recommends action on proposed zoning changes at its regularly scheduled meetings. The following comments are based on established criteria:

1. Consistency (or lack thereof) with the Comprehensive Plan

The 2023 City of Spartanburg Comprehensive Plan lists this area of the city as G-5: Center Infill Growth Sector. According to the document, G-5, Center Infill Growth Sectors are defined as “the City’s historic downtown as well as some of its larger suburban centers, including the existing mall site. These centers of activity are mostly or fully built-out but still have vacant or underutilized land. Downtown is defined by a traditional historic downtown development pattern, though there are gaps in the streetscape and opportunities for infill. Other Infill Centers are characterized by conventional, autooriented suburban development patterns of primarily commercial development. Additional growth and development in these areas is desirable due to the presence of existing infrastructure. These areas represent the greatest opportunity for complete mixed use, walkable centers and character-based zoning. The plan envisions that most residential and nonresidential development over the next ten years will occur in this growth sector.”

Additional growth and development is desirable among parcels designated G-5, Center Infill Growth Sectors. This rezoning provides an opportunity for commercial growth along the corridor and in the surrounding area. The proposed rezone and commercial use of this parcel aligns with the intention of the comprehensive plan.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood

The present character of the adjacent surrounding properties to the east and west sides of the project site are primarily zoned for B-1, Neighborhood Shopping Center. The properties to the north side of the project site across John B. White Sr. Boulevard are also currently zoned for B-1, Neighborhood Shopping Center. Properties to the south and across Knollwood Dr exist as residential properties and are unzoned as they fall outside city limits.

The proposed zoning designation of B-1, Neighborhood Shopping Center, would be congruent with adjacent property uses. The existing zoning of R-15, Single Family Residential District, currently forms a gap between business-oriented parcels along the primarily commercial corridor. This zoning map amendment would close the gap to form a more uniform commercial corridor.

The zoning ordinance considers B-1, Neighborhood Shopping Districts as districts that “...are intended primarily to serve the needs of the surrounding residential neighborhood, providing goods, and services that are day-to-day needs, generally classed by merchants as ‘convenience good and services’. Businesses which might tend to be a nuisance to the immediately surrounding residential developments are excluded, even though the goods or services offered might be in the convenience category or classification.”

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment**

If the proposed rezoning to B-1, Neighborhood Shopping District of this parcel is granted, it will accommodate the proposed use of commercial development in the form of a drive-thru coffee shop. The proposed use will require a Site Plan review process. The site plan process allows City staff to provide feedback on the proposed site plan, ensuring that all site requirements are met (setbacks, landscaping and buffering, parking, etc.)

4. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment**

N/A

5. **Availability of sewer, water and storm water facilities generally suitable and adequate for the proposed use**

Both water and sanitary sewer services are available to this site. The site will be reviewed by City staff during the Site Plan review process including, Planning, Building, Water, Streets and Stormwater, for compliance with applicable regulations. The applicant is required to submit an application for site plan review.

STAFF ANALYSIS & RECOMMENDATION

The City of Spartanburg recommends the rezoning of this property from R-15, Single Family Residential, to B-1, Neighborhood Shopping Center. This zoning is appropriate with the zoning of surrounding parcels, and creates a contiguous commercial zone along the John B. White Sr. Blvd corridor. Based on the existing character of the surrounding area and the goals outlined in the Comprehensive Plan, the proposed rezone to B-1, Neighborhood Shopping Center, is the most appropriate course of action for this parcel.

WRITTEN PUBLIC COMMENTS

Notices were sent to property owners within a 400 ft. radius of the subject property. A total of 34 notices were sent to property owners. A Planning Informational meeting was hosted on Tuesday, January 6, 2026, at 5:30 PM at C.C. Woodson Community Center to provide details about the zoning designation request and to address any comments and concerns. No nearby property owners attended the meeting

FUTURE PROCESS

Under State law, if the Planning Commission recommends approval of this application, staff will schedule the matter for another public hearing and **First Reading of Ordinance by City Council at a later date**. If the matter receives first reading approval, it will then go before the City Council for a **Second and Final Reading at a following meeting**. The public hearings will be publicly noticed.

ATTACHMENTS:

- 1)APPLICATION
- 2)CASE PHOTOS
- 3)ZONING MAP / SITE MAP

PREPARED BY:

Benjamin Jones

Benjamin Jones
Senior Planner

January 7, 2026

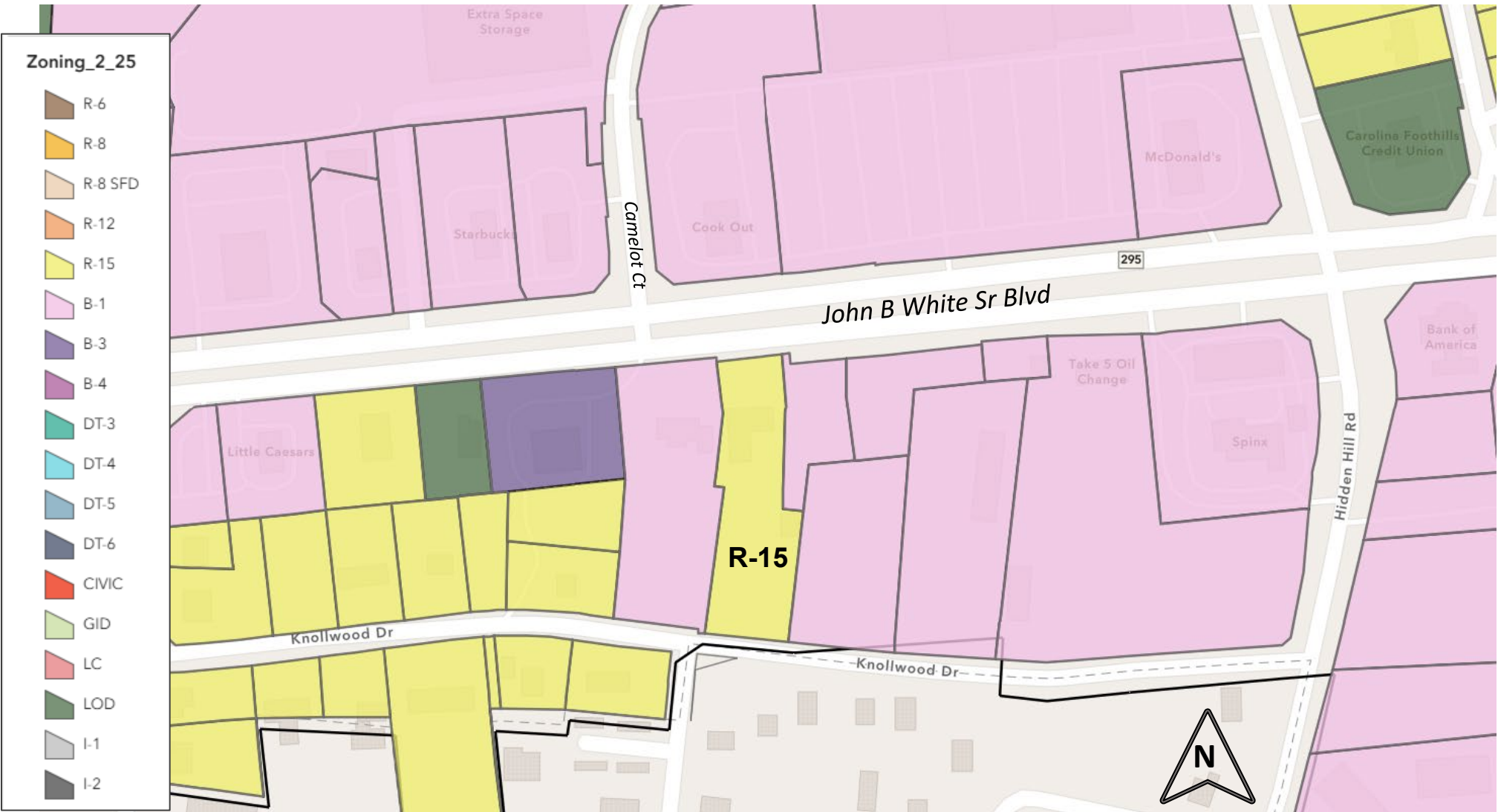
DATE

PROJECT SITE MAP



1619 John B. White Sr Blvd
TMS: 6-21-13-061.00

EXISTING ZONING MAP



1619 John B White Sr Blvd
Tax Map ID: 6-21-13-061.00

SITE PHOTOS – Front of the Site



Looking south from John B. White Sr. Blvd onto the project site

Property to the East Side of the Project Site



East side of project site (looking southeast from John B. White Sr. Blvd)

Properties to the West of Project Site



Adjacent parcel to project site. Point of view from John B. White Sr. Blvd, looking southeast.



Parcel on west side of parcel pictured on the left.

Properties to the North of Project Site (across John B. White Sr. Blvd)



Properties across John B. White Sr. Blvd,
looking north from project site.



Property across John B. White Sr. Blvd,
looking northeast from project site.

Properties to the South of Project Site (across Knollwood Dr)



Properties across Knollwood Dr, looking south from rear of project site.