



# CITY OF SPARTANBURG

SOUTH CAROLINA

## CITY COUNCIL AGENDA

**City Council Meeting  
Via Videoconference  
Monday, April 27, 2020  
5:30 p.m.**

*“The upcoming City Council meeting will be held via publicly accessible videoconference. Links and instructions for how to access this meeting via telephone, computer, or mobile device will be posted in City Hall, available on the City’s webpage, and provided to the local media. The meeting will be broadcast live on the City’s Facebook page.”*

*Those wishing to utilize the public comment provisions of city code, can do so by contacting City Clerk Connie Kellner at (864) 596-2019 or [ckellner@cityofspartanburg.org](mailto:ckellner@cityofspartanburg.org) prior to 12:00 p.m. (noon) on the meeting date.”*

- I. Moment of Silence**
- II. Pledge of Allegiance**
- III. Approval of the Minutes from the April 13, 2020 City Council Meeting**
- IV. Approval of the Agenda for the April 27, 2020 City Council Meeting**
- V. Public Comment**  
\*Refer to above instructions regarding Public Comment”
- VI. Resolution**
  - A. Allocating Fiscal Year 2020 Community Development Block Grant and HOME Partnership Funds**  
**Presenter: Martin Livingston, Neighborhood Services Director**
- VII. Ordinance**
  - A. To Enter Into a Development Agreement with Equity Plus, LLC (First Reading)**  
**Presenter: Chris Story, City Manager**
- VIII. Staff Update on Coronavirus COVID19 Related Activities**  
**Presenter: Chris Story, City Manager**

**IX. City Council Updates**

**X. Adjournment**

*\* Non-Agenda Items*

*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.*

*\*Agenda Items*

*City Code Sec. 2-56. Addressing Council, Comments or Remarks to Council on Agenda Items Not Requiring Public Hearing. On agenda items not requiring a Public Hearing, please provide to the City Clerk prior to the opening of the meeting, your desire to speak on an agenda item. Remarks shall be limited to five (5) minutes and total remarks on any agenda item shall not exceed twenty (20) minutes.*





**City Council Meeting  
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Monday, April 13, 2020  
5:30 p.m.**

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**(These minutes are subject to approval  
at the April 27, 2019 City Council meeting.  
The full content of the meeting can be found at  
<https://www.cityofspartanburg.org/city-council> )**

**City Council met this date with the following Councilmembers present via Zoom: Mayor White, Mayor pro tem Ruth Littlejohn, Councilmembers Erica Brown, Jerome Rice, Jamie Fulmer, Meghan Smith and Rob Rain. City Manager Chris Story and City Attorney Robert Coler were also 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 recorded for a complete transcript.**

- I. Moment of Silence - observed**
- II. Pledge of Allegiance - recited**
- III. Approval of the Minutes from the March 30, 2020 City Council Meeting and April 2, 2020 Special City Council Meeting**  
*Councilmember Smith made a motion to approve the minutes as received.  
Councilmember Brown seconded the motion, which carried unanimously 7 to 0.*
- IV. Approval of the Agenda for the April 13, 2020 City Council Meeting**  
*Councilmember Smith made a motion to approve the agenda as received.  
Councilmember Brown seconded the motion, which carried unanimously 7 to 0.*
- V. Public Comment – no public comment**  
*\*Refer to above instructions regarding Public Comment”*
- VI. Other Business**
  - A. Award of Bid for Thornwood Drive Culvert Improvement Project**  
**Presenter: Jay Squires, Streets and Storm Water Manager**  
**Mr. Squires presented the item to Council as follows:**

“Staff received bids for the removal and installation of approximately 50 feet of 24-inch drainage pipe from under Thornwood Drive. The project would be adjacent to #1408 Thornwood Drive.

The following bids were received:

Saluda Construction	Greenville, S.C.	\$ 82,315
McMurria Grading, LLC.	Greenville, S.C.	\$ 85,370
Martin & Son Contracting, Inc.	Spartanburg, S.C.	\$ 85,528
Sossamon Construction Co, Inc.	Gaffney, S.C.	\$106,919.50

Staff has reviewed the bids and the qualifications for each of these contractors. Based on that review, staff has determined that, Saluda Construction is the responsive low bidder. No bids were submitted from MWBE certified contractors. Saluda Construction will contract with a certified MWBE contractor to complete the testing and compaction for the project. It is anticipated that it will take 30 days (depending on weather) to complete this project. Staff will give neighborhood residents advance notice using door hangers. A portion of Thornwood Drive will be closed during construction for safety reasons. A detour route will be in place for convenience while the segment of road is closed.

**ACTION REQUESTED:** Allow staff to accept the bids and authorize the City Manager to enter into a contract with Saluda Construction for the completion of the project.

**BUDGET AND FINANCE DATA:** \$82,315 to be paid from the Storm Water Construction Account.”

*After discussion, Councilmember Fulmer made a motion to approve the award of bid as presented. Councilmember Smith seconded the motion, which carried unanimously 7 to 0.*

**B. Approval of Title VI Plan**

**Presenters: Dennis Locke, Finance Director**

**Natasha Pitts, Minority Business Development Coordinator**

Mr. Locke presented the item to Council as follows:

“The Federal Transit Administration (FTA) requires all funded agencies to have a plan to ensure compliance with Title VI of the Civil Rights Act. Every three years the City is required to update its Title VI Plan since we are recipients of FTA funds. The Title VI Plan outlines how SPARTA shall provide information to the public regarding its Title VI obligations and apprise members of the public of the protections against discrimination, language assistance, and special meetings afforded to them by Title VI. This will be accomplished by publishing a notice in the local newspaper, flyers in the transfer center and on the website.

The contents of the notice shall include:

1. A statement that the agency operates programs without regard to race, color, and national origin.
2. A description of the procedures that members of the public should follow in

- order to request additional information about SPARTA'S Title VI obligations.
3. A description of the procedures that members of the public should follow in order to file a discrimination complaint against SPARTA.

ACTION REQUESTED: Staff is recommending the approval of our updated plan that complies with FTA regulations.

*After discussion, Mayor pro tem Littlejohn made a motion to approve the updated Title VI plan as presented. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

**C. City of Spartanburg Lead Hazard Control and Healthy Homes Initiative**  
**Presenters: Martin Livingston, Neighborhood Services Director**  
**David Maher, Program Manager**

**Mr. Livingston** presented the item to Council as follows:

“In August 2019, the City of Spartanburg and its partners submitted a grant application to the U.S. Department of Housing and Urban Development (HUD) for a Healthy Homes and Lead Hazard Control Grant. On October 1, staff was notified that it was awarded \$1 million in Lead Hazard Control funding and 300,000 in Healthy Homes funding. Staff has completed the negotiation phase of the process and will share information on the grant process to date at the Council meeting including the marketing campaign that was initiated to advertise the program.” Mr. Livingston introduced David Maher, Program Manager. Mr. Maher reviewed the staff composition, vision, mission, strategic goals, marketing, project flow points from pre-intake to post remediation, partnership involvement, program related activities, and income limits for the program. Mr. Maher fielded questions from Council.

*Council received the report as information.*

**VII. Staff Update on Coronavirus COVID19 Related Activities**

**Presenter: Chris Story, City Manager**

**City Manager Story** updated Council on city efforts and activities concerning COVID19.

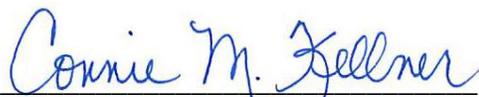
*Council received the report as information.*

**VIII. City Council Updates - Each Councilmember gave updates on their activities since the previous council meeting.**

**IX. Adjournment – Mayor pro tem Littlejohn made a motion to adjourn the meeting.**

*Councilmember Fulmer seconded the motion, which carried unanimously 7 to 0.*

*The meeting adjourned at 6:56 p.m.*



**Connie M. Kellner, City Clerk**





## REQUEST FOR CITY COUNCIL ACTION

**TO:** Chris Story, City Manager  
**FROM:** Martin Livingston, Neighborhood Services Director  
**SUBJECT:** Approval of the City of Spartanburg's Fiscal Years 2020 Annual Action Plan  
**DATE:** April 27, 2020

**BACKGROUND:**

The U.S. Department of Housing and Urban Development (HUD) provides the City with two recurring annual grants, the Community Development Block Grant (CDBG) and HOME Partnership Funding, to address low and moderate income neighborhoods in the City and affordable housing priorities. HUD attempts to ensure that cities utilize those programs strategically by requiring that the annual use of the funds be aligned with a five-year Consolidated Plan.

Staff is requesting approval of the City of Spartanburg's Fiscal Year 2020 Annual Action Plan. The Consolidated Plan and Annual Action Plan documents determine by survey, public hearings, and consultations with neighborhood residents and partner organizations the needs of the community and develops a five-year plan for addressing those needs. The Annual Action Plan is an annual requirement of HUD for the City to continue to receive Community Development Block Grant (CDBG) and HOME Partnership Funding. Both documents focus on eligible low and moderate income neighborhoods in the City and affordable housing priorities for the use of CDBG and HOME funds. A Consolidated Plan is not a Comprehensive Plan. A Comprehensive Plan is much larger in scope and is a function of the City's strategic vision of its development and zoning priorities over a ten year period.

The City of Spartanburg will receive an allocation of Community Development Block Grant (CDBG) and HOME Partnership Funds for eligible activities to be implemented within City limits. CDBG Funds can be used for a variety of activities including administration, affordable housing, infrastructure, economic development, demolition, subrecipient activities, and other eligible uses. HOME Partnership Funds can only be used for the development of affordable housing. The total estimated allocation for CDBG Funds is \$678,569 and the total allocation of HOME Partnership Funds is \$218,640.

After a thirty (30) day comment period which ends May 1, the documents must be submitted to HUD by the April 30, deadline.

**ACTION REQUESTED:** Staff is requesting approval of the City of Spartanburg's Fiscal Year 2020 Annual Action Plan.

**BUDGET AND FINANCIAL DATA:** Revenue - 678,569 in Community Development Block Grant Funds and 218,640 in HOME Partnership Funds.

**RESOLUTION  
ALLOCATING FISCAL YEAR 2020  
COMMUNITY DEVELOPMENT BLOCK GRANT  
AND HOME PARTNERSHIP FUNDS**

**WHEREAS**, The City of Spartanburg is required to prepare a five year strategy for the use of the Community Development Block Grant (“CDBG”) and HOME Partnership Grant funds in a Consolidated Plan; and

**WHEREAS**, the City of Spartanburg (“City”) will receive a Community Development Block Grant (“CDBG”) and HOME Partnership Funds Grant for Fiscal Year 2020; and

**WHEREAS**, the funding of the CDBG and HOME Partnership Funds are provided by the U.S. Department of Housing and Urban Development (HUD) with an annual application; and

**WHEREAS**, City Council has considered the various needs and priorities for the use of these funds and has provided for public input on the use of these funds.

**NOW, THEREFORE, BE IT RESOLVED BY** the Mayor and Members of Council of the City of Spartanburg in Council assembled:

Section 1. Approval of the Fiscal Year 2020 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development.

Section 2. Fiscal Year 2020 CDBG funds and Fiscal Year 2020 HOME funds are appropriated as follows:

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED ACTIVITIES: July 1, 2020 to June 30, 2021**

Neighborhood Services Administration	120,000
MWBE/Section 3	15,000
Public Services / Subrecipients	80,183
Rehabilitation Admin and Code Admin	140,000
Housing Rehabilitation	60,000
Removal of Blight / Citywide Demolition	63,386
Infrastructure Activity	200,000
<b>TOTAL CDBG Annual Budget</b>	<b>678,569</b>

HOME PARTNERSHIP FUNDS

PROPOSED ACTIVITIES: July 1, 2020 to June 30, 2021

Administration	21,000
CHDO Reserves	35,000
Housing Rehabilitation	25,000
Housing Developments	137,640
TOTAL HOME Annual Budget	218,640

**Total Annual Action Plan Funding**                      **\$897,209**

Section 3. This Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Junie White, Mayor

**ATTEST:**

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Connie S. McIntyre  
City Clerk

**APPROVED AS TO FORM:**

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Robert P. Coler  
City Attorney





## REQUEST FOR COUNCIL ACTION

**TO:** Spartanburg City Council

**FROM:** Chris Story, City Manager

**SUBJECT:** Ordinance Authorizing City Manager to Execute Development Agreement with Equity Plus, LLC for Housing Development to Replace Norris Ridge

**DATE:** April 23, 2020

As confirmed in the ongoing Highland Transformation Planning process, we have had a longstanding goal of replacing Norris Ridge, our community's most distressed housing complex. We have been working for some time with a development team lead by Equity Plus, LLC to develop a workable plan to replace this privately-owned 190 unit complex with a modern, safe, and efficient townhome community, enabling residents to transition to a much better living environment.

The attached development agreement outlines the proposed commitments of the developer and the City to make this happen. We envision this to be the first phase of a multiphase endeavor which would ultimately include redevelopment of the current Norris Ridge site.

As proposed, the City would provide the land for the replacement development at no cost. The developer would make payments in lieu of taxes, the bulk of which would be specified for use in future affordable housing activities. Importantly, the plan includes resources to support tenants through the transition process.

We believe the proposed arrangement protects the interests of the City, the Highland neighborhood, and current Norris Ridge residents.

We believe that this is a significant positive step forward. We recommend your approval and welcome any questions you may have.

## **ORDINANCE**

### **TO ENTER INTO A DEVELOPMENT AGREEMENT WITH EQUITY PLUS, LLC**

**WHEREAS**, the City has from time-to-time entered into public-private partnerships which have resulted in substantial private investment and furtherance of the City's community development and neighborhood revitalization objectives; and

**WHEREAS**, the City supports redevelopment of the Highland Neighborhood consistent with the desires of the Highland residents as expressed in the Highland Neighborhood Transformation Plan; and

**WHEREAS**, the City seeks to increase the availability of high-quality housing available to its low and moderate income residents; and

**WHEREAS**, the City now has the opportunity to advance revitalization of the Highland Neighborhood and replace obsolete housing with new multi-family housing that is safe, energy efficient, and affordable by entering into this agreement with Equity Plus, LLC (herein after the "Developer"); and

**WHEREAS**, the City has determined that the provision of certain development incentives and establishing certain terms and conditions are necessary to secure the Developer commitment; and

**WHEREAS**, it is the purpose of the Development Agreement, attached hereto and marked as Exhibit 1, to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

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

Section 1. City Council approves entering into a Development Agreement with Equity Plus, LLC, and hereby authorizes the City Manager to execute said Development Agreement, in substantially the same form as that Development Agreement, which is attached hereto and incorporated herein by reference as Exhibit 1 ("Agreement"). Minor changes and modifications to the Development Agreement are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties; said minor changes and modifications shall be approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to Council for further review and further action before the final execution, if Council so chooses.

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

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



## 2. **Developer Commitments - Phase One**

- A. Purchase the existing Norris Ridge Apartments.
- B. Operate the existing Norris Ridge Apartments fairly and responsibly while it engages in preconstruction activities associated with the development of a 191-unit apartment project (“Replacement Project”) that will be constructed near Wofford Street.
- C. Operate existing Norris Ridge Apartments in a manner consistent with existing contractual requirements with the United States Department of Housing and Urban Development (“HUD”) and the Housing Authority of the City of Spartanburg (“SHA”) while it conducts its preconstruction and construction of the Replacement Project.
- D. Construct the Phase I Replacement Project in accordance with building elevations and site plans which have been approved by the City and which are incorporated into this Agreement as Exhibit \_\_.
- E. As illustrated on the site plan, developer will construct a 10-foot wide paved bicycle and pedestrian trail through the site to become part of the Daniel Morgan Trail network throughout the community. Upon completion, developer will provide City with an easement for the trail.
- F. Within thirty (30) days of closing its permanent financing for the Replacement Project, the Developer will contribute \$275,000 to the City for supportive services for Norris Ridge tenants. This program will be developed and administered by a partnership of entities identified by the City. The City and its partners will be responsible for the development of the specifics of this program, its implementation, and all costs in excess of Developer’s contribution. The City will provide the Developer with a full written report detailing the expenditure of all funding provided by the Developer for tenant supportive services within fifteen (15) days of written request of any request by the Developer. Said program will launch no later than six months after execution of this agreement.
- G. Complete the full demolition Norris Ridge Apartments within six (6) months after the completion of the Replacement Project. (Completion of the Replacement Project will be the date of occupancy of any apartment of the complex.) Full demolition means the demolition and removal of all buildings to include floor slabs, footings, foundations, and underground water, storm sewer, sanitary sewer, and all other underground service lines serving apartment buildings on the site. Full demolition also includes removal of all paved parking lots including curb/gutter, storm drainage piping including catch basins, and removal of concrete/asphalt sidewalks on the Norris Ridge property.
- H. Developer will cause to be paid a \$1.5 million fee to the City not later than completion of the Replacement Project, as defined in Paragraph 2G above, in recognition of costs of the Replacement Project incurred by the City, including but not limited to , costs of streets, sewer and water infrastructure extension and improvement, additional costs of policing and fire protection services, and increased parkland and storm water maintenance, as calculated and/or determined by the City as resulting from construction of 191 units on

land proposed by Developer

- I. Developer will cooperate with the City in aggressively pursuing state financial assistance in the financing of the endeavor. Developer agrees that if state resources are secured, the parties will mutually determine the utilization of those funds with the expectation that the parties share in the financial benefit of a financially stronger project to include additional compensation to local governments.
- J. Developer will operate the Replacement Project in accordance with its contractual obligations with HUD and the SHA.

**3. City Commitments – Phase One**

- A. Quit-claim deed TMS \_\_\_\_\_ (Replacement Site) to the Developer for \$10. The Replacement Site will be conveyed ‘as is.’ The City makes no representations with regard to the suitability of the Replacement Site for Developer’s intended use. Developer should investigate title status of all parcels comprising the Replacement Development Site. The Developer should conduct its due diligence regarding, but not limited to, environmental concerns, geotechnical suitability of soils, subsurface conditions, easements, rights-of-way, abandoned utilities, and all other matters that might limit or prevent development of the Replacement Site.
- B. The City confirms its support for, and pledges its best efforts to work with Spartanburg County to achieve the placement of the replacement site in a Multi-County Industrial Business (“MCIP”) Park and authorization of a fee-in-lieu-of-tax of \$19,000 in first year of occupancy increasing by 2% annually thereafter for a period of forty years.
- C. City will participate in and support joint efforts with the Developer to seek other funding for the project and engage in good faith to determine mutually beneficial utilization of any additional funding identified.
- D. Should the City succeed in establishing and adequately capitalizing the Spartanburg Affordable Housing Trust Fund, the City pledges its best efforts to achieve a subordinate loan of \$750,000 to the developer to be secured by mortgage on the current Norris Ridge site.
- E. The City agrees to accept ownership of the travel lanes of the primary roadway through the development. (Developer will retain ownership and maintenance responsibility of parking areas.)

4. **Future Phases.** The parties envision future phases of cooperation to achieve additional development and confirm the following:

- A. Developer intends to develop workforce housing on properties labeled Phase II in Exhibit A. City supports this intent and will not entertain other development scenarios for this property until five years after date of this agreement.
- B. Developer further intends to pursue residential redevelopment on the current site of Norris Ridge. Developer agrees to pursue only development scenarios

which are consistent with the Highland Neighborhood Transformation Plan. Developer agrees to provide City a first right of refusal to purchase the current Norris Ridge should the developer be unable or unwilling to initiate development prior to 2025.

5. **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.

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

7. **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.

8. **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:**  
EquityPlus, LLC  
Attention: Avi Fechter  
24851 Quimby Oaks Place  
Aldie, Virginia 20105  
Phone: (202) 236-4402  
Email: afechter@equityplusllc.com

With copies to:  
Scott Fireison  
Pepper Hamilton LLP  
2000 K St., NW – suite 600

Washington, DC 20006  
Phone: 202-220-1572  
Email: fireisons@pepperlaw.com

**CITY OF SPARTANBURG:**

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

With 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.

9. **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. mediation or arbitration.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Time is 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.

17. **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.

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

19. **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.

SIGNATURE PAGE FOLLOWS

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

**WITNESSES**

\_\_\_\_\_  
\_\_\_\_\_

**DEVELOPER: EQUITYPLUS, LLC**

By: \_\_\_\_\_

Name: Avram Fechter

Title: Managing Member

**WITNESSES**

\_\_\_\_\_  
\_\_\_\_\_

**CITY: CITY OF SPARTANBURG**

By: \_\_\_\_\_

Name: Chris Story

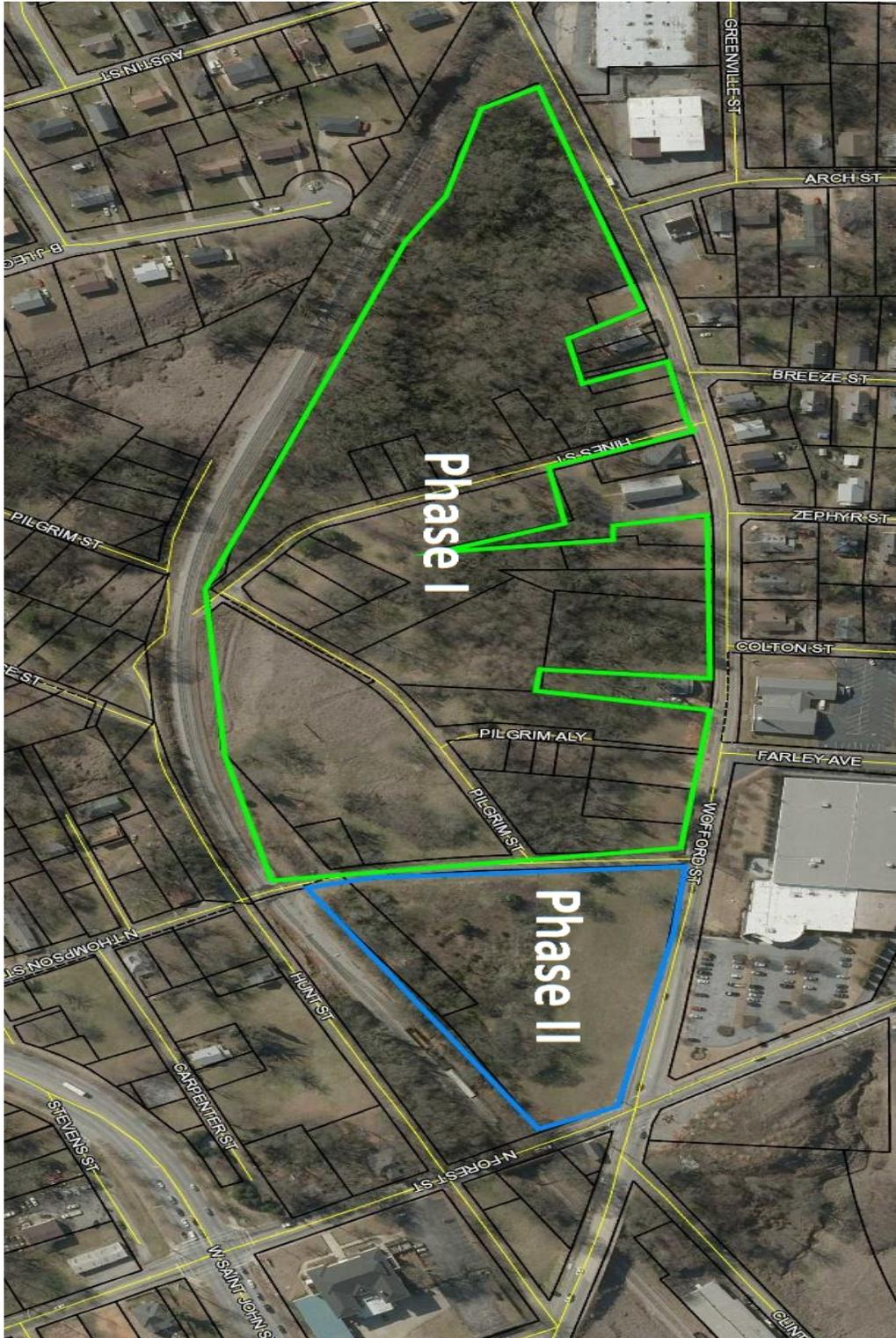
Title: City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Robert P. Coler, City Attorney

**EXHIBIT A  
MAP OF PROPERTY**



**EXHIBIT A  
LIST OF PROPERTIES**

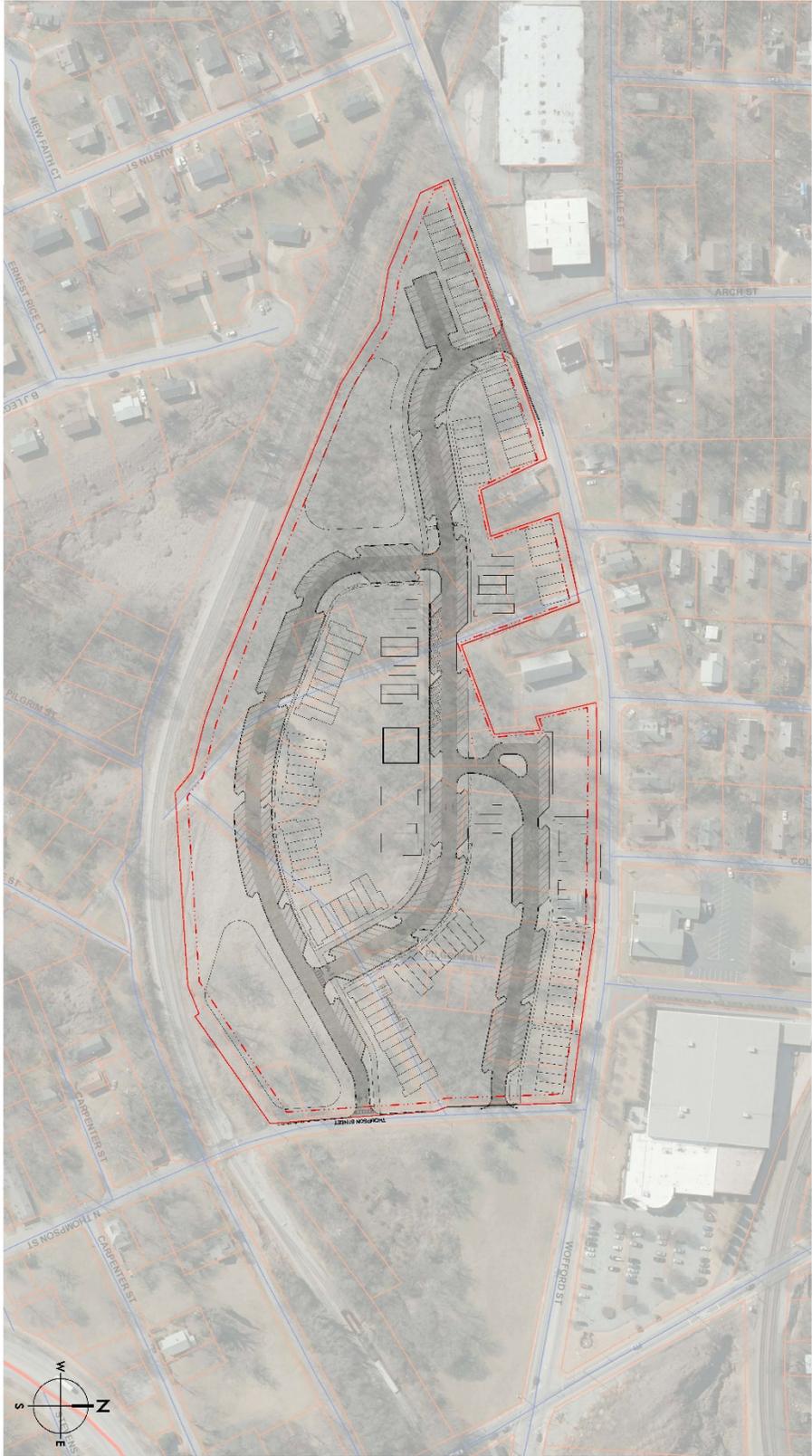
<b>Phase I - Properties</b>			
<b>Property Owner</b>	<b>Parcel ID</b>	<b>Property Condition</b>	<b>Property Address</b>
CITY OF SPARTANBURG	7-12-09-153.01	Vacant Land	0 PILGRIM ALY
CITY OF SPARTANBURG	7-12-09-155.00	Vacant Land	1 PILGRIM ALY
CITY OF SPARTANBURG	7-12-09-111.00	Vacant Land	571 WOFFORD ST
CITY OF SPARTANBURG	7-12-09-142.00	Vacant Land	484 PILGRIM ST
CITY OF SPARTANBURG	7-12-09-131.00	Vacant Land	523 WOFFORD ST
CITY OF SPARTANBURG	7-12-09-153.00	Vacant Land	275 PILGRIM ALY
CITY OF SPARTANBURG	7-11-12-169.00	Vacant Land	583 WOFFORD ST
CITY OF SPARTANBURG	7-12-09-169.00	Vacant Land	242 N THOMPSON ST
CITY OF SPARTANBURG	7-12-09-141.00	Vacant Land	480 PILGRIM ST
CITY OF SPARTANBURG	7-12-09-119.00	Vacant Land	288 HINES ST
CITY OF SPARTANBURG	7-12-09-113.00	Vacant Land	561 WOFFORD ST
CITY OF SPARTANBURG	7-12-09-156.00	Vacant Land	481 WOFFORD ST
CITY OF SPARTANBURG	7-12-09-120.00	Vacant Land	276 HINES ST
CITY OF SPARTANBURG	7-12-09-130.00	Vacant Land	531 WOFFORD ST
CITY OF SPARTANBURG	7-12-09-114.00	Vacant Land	0 HINES ST
CITY OF SPARTANBURG	7-12-09-143.00	Vacant Land	263 HINES ST
CITY OF SPARTANBURG	7-12-09-154.00	Vacant Land	277 PILGRIM ALY
CITY OF SPARTANBURG	7-12-09-143.01	Vacant Land	253 HINES ST
CITY OF SPARTANBURG	7-12-09-143.02	Vacant Land	243 HINES ST
<b>Phase II - Properties</b>			
<b>Property Owner</b>	<b>Parcel ID</b>	<b>Property Condition</b>	<b>Property Address</b>
CITY OF SPARTANBURG	7-12-09-142.00	Vacant Land	484 PILGRIM ST (portion)
CITY OF SPARTANBURG	7-12-09-175.00	Vacant Land	459 WOFFORD ST

# EXHIBIT B SITE PLAN



NORRIS RIDGE APARTMENTS  
PROJECT #GR3235  
DATE: 02/24/2020  
SCALE: 1"=150'

PLOTTED/ASSEMBLED BY: CIVIL ENGINEER/ARCHITECT/SEAMON WHITESIDE



SITE PLAN EXHIBIT

